2026

RajCOMP Info Services Limited (RISL)

Request for Proposal (RFP) for rate contract of UPS, Batteries and buy back of old batteries

Contact Information:
Sh. Satish Samariya
ACP(Deputy Director)

Request for Proposal (RFP) for rate contract of UPS, Batteries and buy back of old Batteries

Ref No: F4.14(24)RISL/Tech/ep/26-02969-9842433/1603 **Date: 24-06-2026**

Unique Bid No: RIS2627GLRC00035

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting	
Last Date & Time of Submission of Bid	
Date & Time of Opening of Technical Bid	

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

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

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

RajCOMP Info Services Limited (RISL)

1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Phone: 91 (141) 4031900 Fax: 91 (141) 2228701
Website: http://risl.rajasthan.gov.in

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Abbreviations & Definitions

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
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
BHQ	Block Head Quarter
Bid/ e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoD	Board of Directors
BoM	Bill of Material
BoQ	Bill of Quantity is an XLS format of financial bid to be uploaded on e-procurement portal.
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till 3 Years of Installation, Supply & Maintenance of UPS and Batteries.
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ GoI.
DeitY, GoI	Department of Electronics and Information Technology, Government of India
DHQ	District Head Quarter
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is

	part of Integrated Financial Management System (IFMS). eGRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/
ETDC	Electronic Testing & Development Center
EMD	Earnest Money Deposit
Endpoint	A device (along with hardware and software) capable of connecting to VC in a point-to-point or multiparty video conference.
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Services Tax
HO	Horizontal Office
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
MCU	A device (along with hardware and software) capable of interconnecting VC users in a point-to-point or multiparty video conference.
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette

OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly.
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
Rate Contract Period	This Rate Contract shall be valid for the period of two years from the date of Signing of Agreement of Rate Contract
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SHQ	State Head Quarter
SI	System Integrator
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardization Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works

TIN	Tax Identification Number
TPA	Third Party Auditors
UPS System	UPS with batteries and all Accessories
VC	Point-to-point or multiparty video conference
VC Endpoint (Room-based)	The room-based VC end-point means a system having one CODEC, One PTZ Camera and One Mic.
WO/ PO	Work Order/ Purchase Order

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

Ref No: F4.14(24)RISL/Tech/ep/26-02969-9842433/1603 **Date: 24-06-2026**

UBN no.: RIS2627GLRC00035	
Name & Address of the Procuring Entity	• Name: Managing Director, RISL • Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Procurement Officer In-charge	• Name: Sh. Satish Samariya • Designation: ACP (Deputy Director) • Address: Third Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: ssamariya.doit@rajasthan.gov.in
Subject Matter of Procurement	RFP for Supply, Installation and Commissioning of UPS systems, Batteries and buy back of old Batteries under RajNET 2.0 across Rajasthan on RC basis (eProcurement)
Bid Procedure	Single-stage: Two part (two envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Low Cost Based Selection (LCBS) –Lowest evaluated technically responsive bid.
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	• **Websites:** http://sppp.rajasthan.gov.in , http://eproc.rajasthan.gov.in http://www.doitc.rajasthan.gov.in, http://risl.rajasthan.gov.in • **Bidding document Fee:** Rs. 5000/- (Rupees Five Thousand Only) in Online/Cash/ Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur". • **RISL Processing Fee:** Rs. 2500/- (Rupees Two Thousand Five Hundred Only) in Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 40.00 Crores (Including GST and Other Taxes)
Bid Security (EMD) and Mode of Payment	2% of the estimated procurement cost or 0.5% in case of SSI Units of Rajasthan or 1% for those sick industries other than SSI, whose cases are pending with BIFR Or As per Government Prevailing Rules and Regulations **Mode of Payment:** Banker's Cheque or FDR or Demand Draft or Bank Guarantee (in format specified) of a Scheduled Bank in favor of "Managing Director, RISL" payable at "Jaipur"
Period of Availability of Bidding Document	• Start Date: 24-06-2026 at 6:00 PM • End Date: 22-07-2026 at 3:00 PM
Date/Time/Place of Pre-bid Meeting	• Date and Time: 03-07-2026 at 11:00 AM • Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005(Rajasthan) • Pre-requisite: Submission of tender fees as mentioned • Last date of submission of pre-Bid Queries: 04-07-2026 up to 3:00 PM
Manner, End Date for the submission of Bid	• Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in) • End Date: 22-07-2026 at 03:00 PM
Submission of Banker's Cheque/ Demand Draft for Processing Fee*	Upto 3:00PM of 22-07-2026
Date/ Time/ Place of Technical Bid Opening	• 4:00 PM, 22-07-2026 • Place: RISL, eProcurement Hall, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Date/ Time/ Place of Financial Bid Opening	• Will be intimated later to the Technically qualified bidders
Bid Validity	120 days from the last day of bid submission

Note:

1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to date/time mentioned in NIT, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
4) RISL will not be responsible for delay in online submission due to any reason. For this, bidder is requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5) Bidder is also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidder interested for training may contact e-Procurement Cell, RISL for booking the training slot.
   Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   e-mail: eproc@rajasthan.gov.in
   Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a LoI has been issued or a formal contract is signed and executed between the procuring entity and the successful bidder.
9) Procuring entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10) The provisions of RTPP Act, 2012 and Rules, 2013 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.
11) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
12) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

<Sd>
Satish Samariya
ACP (Dy. Director)

2. About RISL

RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully Government of Rajasthan owned Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan.

RISL is designated State Implementing Agency (SIA) for implementation State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC/eMitra), State Service Delivery and other State's Mission Mode Projects (MMPs) and Facilitate State Government for implementing e-Procurement Project.

RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users).

3. Project Profile:

RISL, on behalf of Govt. of Rajasthan, has setup network hardware equipment at Department Headquarters, Departmental offices, District Headquarters, SDM/Tehsil offices, Municipal towns, Block Headquarters. i.e. Horizontal Offices, Vertical POP, All VC Rooms, Gram Panchayats (GP) Locations& various RISL Locations under different projects of RajNET, RajVC etc.

Each location where the network equipment are installed, UPS with battery was provisioned to provide surge protection and a short-term power backup for equipment / hardware for the transmission of voice, data, internet and VC feed.

In absence of UPS protection, even momentary power interruptions/fluctuation may lead to shutdown of the critical core infrastructure, which shall remain non-operational until restoration of the primary power supply. This can result in disruption in services. The data corruption and loss may also occur due to abrupt shut down..

Therefore, RISL through this RFP wish to select System Integrator for supply, installation, with warranty of the online UPS & Batteries along with buyback of old non-functional UPS / batteries deployed at various project locations across Rajasthan.

Project Overview

The UPS systems deployed under various Government projects including RajSWAN, RajNET, SecLAN and other RISL projects across Rajasthan were procured in different time intervals and some of the UPS are presently under AMC support, the status of AMC support period details are provided on https://risl.rajasthan.gov.in. However, the existing SMF VRLA batteries installed with these UPS systems have become out of support and degradation in backup performance due to limited period warrantee and support provided on SMF VRLA batteries.

The UPS systems installed in the network project 7 years ago or more are required to be replaced with new age UPS systems for providing backup support to RajNET IT infra in field offices.

To ensure continuous availability of power backup and smooth functioning of the IT infrastructure, RISL proposes to enter into a Rate Contract for the Supply, Installation, Testing, Commissioning and Maintenance of:

- Online UPS systems with Lithium-ion batteries,
- Online UPS systems with SMF VRLA batteries, and

- Replacement/disposal of SMF VRLA batteries through buyback method.

The proposed implementation shall cover various offices and project locations connected over RajNET across Rajasthan, including remote locations up to Gram Panchayat level. The detailed list of locations is available on RISL Official Website: - https://risl.rajasthan.gov.in for reference.

The objective of this RFP is to ensure reliable power backup infrastructure, improve operational efficiency, minimize service interruptions, and provide long-term support for critical e-Governance services being delivered through RISL projects across the State of Rajasthan.

4. PRE-QUALIFICATION / ELIGIBILITY CRITERIA

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

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidders should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR A partnership firm registered under Indian LLP act 2008 **Note: Consortium of firms is not allowed.**	Copy of Certificate of Incorporation and Company Registration Certificate, as applicable.
2	Financial: Turnover	Average annual turnover of the bidder for the last three financial years (published audited balance sheets) i.e. 2022- 23, 2023-24 and 2024-25 should be at **least Rs. 50 Crores**	CA Certificate with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal
3	Financial: Net Worth	The net worth of the bidder as on 01-04-2025 should be '**Positive'**	CA Certificate with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
4	Technical Capability	The bidder must have successfully executed at least one contract for supply & installation of UPS systems (UPS with batteries and all Accessories) with a value not less than the amount of **Rs. 20 Crores** for Government/PSU/BFSI organization on or after 01-04-2021. OR The bidder must have successfully executed at least two contracts for supply & installation of UPS systems (UPS with batteries and all Accessories) with total value not less than the amount of **Rs. 30 Crores** for Government/PSU/BFSI organization on or after 01-04-2021.	Work Order + Work Completion Certificates from the client Govt/PSU/BFSI OR Work Order + Phase Completion Certificate from the client Govt/PSU/BFSI; showing completion of supply and installation of required amount OR Work Order + CA Certificate with UDIN and having CA's Registration Number, signature and Seal Note: Work Orders/Completion/ Phase completion certificate / CA Certificate shall clearly indicates the value of supplied and installed UPS system cost in respective work orders to fulfill the technical capability criteria (UPS system can be either with Lithium or SMF batteries). Multiple work orders under one contract are eligible.
5	Tax registration and clearance	The bidder / firm should have a registered number of i. GST Registration ii. Income Tax / PAN	Copies of relevant certificates of registration
6	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted	A Self Certified letter on bidder's letter head duly signed by Auth. Signatory as per Annexure 9: Self-Declaration

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
		of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) Not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document.	
7	Mandatory Requisite (MAF)	In case of SI, the Bidder should have Manufacturer's authorization (MAF) and a direct back-to-back support agreement from the OEM for the equipment included in the proposed solution. OR In case if the bidder is OEM (either of UPS or Battery) participating in the bid than also it shall furnish necessary proof of Manufacturer's authorization (MAF) and a direct back-to-back support agreement from OEMs of other equipment (UPS/Battery) and declaration certificate for its own component.	In case of SI proof of authorization by the manufacturer shall be enclosed as per Annexure-6: MAF OR In case, if the bidder is OEM then declaration for bidding for its own quoted products as per Annexure-21 with Annexure-6: MAF for other OEMs of other equipment (UPS/Battery).
8	OEM Qualification-1	a) The proposed OEM of UPS System (UPS with batteries and all Accessories) shall have the Average annual turnover of at **least Rs. 100 Crores** for the last three financial years (as per published audited balance	CA Certificate indicating the said turnover is from UPS System (UPS with batteries and all Accessories) from India Operations with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal.

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
		sheets) i.e. 2022- 23, 2023-24 and 2024-25 from supply of UPS System (UPS with batteries and all Accessories) in India. b) The proposed OEM of Batteries shall have the Average annual turnover of at **least Rs. 200 Crores** for the last three financial years (as per published audited balance sheets) i.e. 2022- 23, 2023-24 and 2024-25 from supply of batteries in India.	For the criteria (a), turnover of UPS Systems either with Lithium ion or SMF batteries are valid. CA Certificate indicating the said turnover is from batteries from India Operations with UDIN (Unique Document Identification Number) and having CA's Registration Number and Seal. For the criteria (b), turnover of Lithium ion or SMF batteries are valid.
9	OEM Qualification-2	UPS OEM should have EPR registration certificate for E-Waste management from Central Pollution Control Board (CPCB)	Valid Certificate copy
10	Other (Land Border ACT)	The Bidder with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan as per Rule 13 of RTPP 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.	Annexure-20

In addition to the provisions regarding the qualifications of the bidders as set out above:

a. The procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids in Chapter-6: ITB"; and
b. The procuring entity may require a bidder/OEM, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder/OEM. The procuring entity shall disqualify any bidder/OEM 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.
c. A bidder debarred under section 46 of RTPP Act shall not be eligible to participate in any procurement process undertaken by, - (a) any procuring entity, if debarred by the State Government; and (b) a procuring entity if debarred by such procuring entity.

d. RISL reserves the right to seek additional information, clarifications, or documentary evidence from any bidder at any stage of the evaluation process.
e. In-house projects for own or group companies shall not be considered for above criteria.
f. Bidder must have executed the project directly for the end customer. Experience acquired through subcontracting, back-to-back arrangements, consortium participation, channel partner/distributor execution, or execution on behalf of another agency/PSU shall not be considered for eligibility or experience evaluation.

5. SCOPE OF WORK, DELIVERABLES AND TIMELINES

Through this RFP, RISL intends to enter into a Rate Contract for Supply, installation, Testing and commissioning of Online UPS Systems with Lithium-ion batteries, Line Interactive UPS systems with SMF VRLA batteries and buyback of non-functional UPS / SMF VRLA batteries under various project locations/offices of RISL.

The successful commissioning of the project requires the System Integrator (SI) to provide quality & timely services with speed and certainty to RISL. All the activities performed by the SI during different phases/ stages of the project shall be closely monitored by RISL/ designated authority. **The bidders are strongly advised to carefully read the Scope of Work below and quote accordingly.**

For successful commissioning of the project, the SI, from the date of work order, shall designate one of their senior official, who will be the single point of contact (SPOC) for RISL throughout this project. SI shall provide the contact numbers, e-mail id and other relevant details of the SPOC to RISL with escalation matrix. Toll free number shall be provided for complain call logging.

The broad scope of work for the SI during the period of contract/ engagement would include the following:

5.1 Procurement of UPS Systems:

The procurement of UPS Systems under this RFP shall be executed in three phases

i. **Phase-I: Implementation** (Supply, Installation, Testing and Commissioning of UPS Systems).
ii. **Phase-II: Integration** (Integration of UPS Systems with Centralized Monitoring System provided by SI).
iii. **Phase-III: Support Services** (Comprehensive onsite warranty and maintenance support for the supplied UPS Systems with Lithium-ion batteries for 5 Years and UPS Systems with SMF VRLA batteries for 3 Years).

Phase – I: Implementation

(a) The implementation phase shall commence from giving work order to the firm.
(b) The successful bidder, hereinafter referred to as System Integrator (SI), during this phase, shall arrange for supply of all the ordered items as per details mentioned in “Annexure-1: Bill of Material” and “Annexure-2: Technical Specifications”, at the designated location along with delivery challan.
(c) SI shall Supply, and complete the installation, Testing and commissioning of new UPS System.
(d) The UPS should be supplied with all the required installation material/ accessories such as lugs, cables etc. for proper installation at respective site.
(e) The SI shall intimate to the DLO/BLO/RajNET operator/End user about schedule of delivery and installation of new UPS and pickup the old UPS on same day of installation. (Go-live would be declared after pickup of old UPS).
(f) SI shall collect & shift the old UPS from the HO location to provided GP location along with new batteries and shall provide a receipt (duly sealed and signed) without any additional cost to purchaser.
(g) The UPS installed at respective location are already in AMC with some other firms. The details of the firm having AMC of these UPS shall be provided by RISL.
(h) The SI is expected that the UPS should be replaced in presence of the representative of the firm having AMC of these UPS. The SI has to coordinate (RISL shall assist) with the firm having AMC of these UPS, in this regard and all the related expenses shall be borne by the SI.
(i) SI must put stickers on each UPS, giving information like contact number, Email ID for call log.
(j) Upon successful installation of UPS, the SI ensure functionality (Power Supply in/out UPS power sockets) and also submit the installation reports (in original) with serial number and photocopy of warranty papers, duly verified by the respective nodal officer/ DLO / end-user where the

items has been installed. Original warranty papers of the UPS and / or battery with serial number shall be provided to RISL HQ, Jaipur.

(k) The SI shall ensure connecting the UPS with local electrical wiring, electric switch board etc. of all sites where UPS to be installed without any additional cost to purchaser.

(l) The SI, during installation, shall not cause any damage to government premises/ property and upon successful installation, if tampered/ damaged, will perform restoration of the site to its original state at his own cost. All the installation work shall be done by the SI in a conscientious manner and as per the OEM guidelines, best industry practices, and all regulatory norms, as applicable. It shall be the responsibility of the selected bidder to bring all the equipment and tools required for installation of the supplied items.

(m) The SI shall be responsible for all mis happenings occurs (if any) during installation of UPS Systems.

(n) Supply all the items and peripherals, any passive components / equipment (like Screws, clamps, fasteners, ties, anchors, supports, grounding strips, wires, termination kits etc.) required for completing installation (if applicable) shall be provided by SI without any cost to the purchaser.

(o) The SI shall promptly inform to RISL and DoIT&C-DLO along with supporting document for delay/ facing issue in installation of UPS System at provided location.

Phase – II: Integration

(a) The integration phase shall commence after implementation phase.

(b) SI shall integrate supplied UPS System with provide their own NMS/ Centralized monitoring system onsite for Integration of remote monitoring through Wi-Fi / LAN / SNMP.

(c) SI shall provide online monitoring system for UPS backup duration, battery health, load level, critical parameters and alarm status etc. and poll each UPS system in 10 minutes and stores log details for six months. Thereafter stores in archives till project period.

(d) Go-Live shall be declared after discovery of supplied UPS System in existing RISL NMS/ Centralized monitoring system.

(e) Go-Live shall be declared in phased manner in lots. SI shall submit Go-Live request in lots after integration of minimum 1000 count for BOM Item no. 1 and 500 count for BOM item no. 4 for respective Work Orders.

(f) RISL/DoIT&C will provide Go-Live for minimum count mentioned in above point (e) of UPS System (last lot may be considered with lower counts if lot size is greater then the remaining count in respective work orders). Only one Go-Live will be provided for the Work Orders having UPS system count less than mentioned lot sizes.

(g) Here the count depends on work order wise if work order is both for the set of UPS with Lithium-ion batteries or set of UPS with SMF VRLA batteries, the set will be treated as one unit. if work order issued for only UPS or only for batteries, then count is only for UPS or Batteries as the case may be.

Phase – III: Support Services

(a) The Support Services phase shall commence after declaration of Go-Live date.

(b) The SI shall provide comprehensive onsite support services for the installed UPS System at provided locations. This involves 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 and **replace the faulty UPS/Batteries** under the warranty period.

(c) The SI shall provide a dedicated centralized helpdesk number, email address, where the end-user may report problems.

(d) SI shall ensure to maintain the ticket management for call logs of faulty UPS System.
(e) The SI ensure logging of complaint/call in case the battery backup remained 75% of original backup time asked in the bid.
(f) The SI must ensure that the services should not be disturbed during the repair / replacement, in case downtime required, SI must take approval from respective nodal officer, well in advance.
(g) As part of the Maintenance services, the SI shall have back-to-back support agreement with OEM and shall provide the support as per RFP.

5.2 **Procurement of Batteries and disposal of old batteries (under buy back):**

The procurement of Batteries under this RFP shall be executed in two phases

Phase-I: **Implementation** (Supply, installation, Testing and commissioning of new batteries)

Phase-II: **Support Services** (Support Services for supplied batteries during warranty period)

Phase I: Implementation:

(a) The implementation phase shall commence from giving work order to the firm.
(b) During this phase, shall arrange for supply of all the ordered items as per details mentioned in “Annexure-1: Bill of Material” and “Annexure-2: Technical Specifications”, at the provided location along with original delivery challan.
(c) The SI shall Supply, install, Test and commission new batteries with already installed UPS.
(h) The SI shall collect & take away all the old batteries under buy-back from the provided location and shall provide a receipt (duly sealed and signed).
(i) The batteries should be supplied with all the required installation material/ accessories such as lugs, cables etc. matching with same specifications as installed at site for proper installation at respective site. The task related to modification/ alteration related to battery stand shall be done by SI for proper placement of new batteries onsite without any additional cost to the purchaser.
(j) The SI shall intimate to the DLO/BLO/RajNET operator/End user about schedule of delivery and installation of new batteries and pickup of old batteries on same day of installation. (Go-live would be declared after pickup of old batteries).
(k) The UPS installed at respective location are already in AMC with some other firms. The details of the firm having AMC of these UPS shall be provided by RISL.
(l) The SI is expected that the batteries should be replaced in presence of the representative of the firm having AMC of these UPS. The SI has to coordinate (RISL shall assist) with the firm having AMC of these UPS, in this regard and all the related expenses shall be borne by the SI.
(m) SI must put stickers on each battery giving information like contact number, Email ID for call log.
(n) Upon successful installation of all the supplied items, the SI shall test new batteries to ensure functionality and also submit the installation reports duly verified by the respective nodal officer/ end-user where the items installed. The SI shall ensure that the equipment connected with the respective UPS are functional and providing proper backup, after installation of new batteries.
(o) The SI shall ensure connecting the UPS with local electrical wiring, electric switch board etc. of all sites where UPS to be installed without any additional cost to purchaser.
(p) RISL/DoIT&C will provide Go-Live for minimum 1000 count of batteries (BOM Item no. 5) (last lot may be considered for lower sites if count is lesser than 1000). Single Go-Live will be provided for the Work Orders having batteries less than 1000.
(q) The SI, during installation, shall not cause any damage to government premises/ property and upon successful installation, if tampered/ damaged, will perform restoration of the site to its original state at his own cost. All the installation work shall be done by the SI in a conscientious manner and as per the OEM guidelines, best industry practices, and all regulatory norms, as

applicable. It shall be the responsibility of the selected bidder to bring all the equipment and tools required for installation of the supplied items.

(r) The SI shall be responsible for dispose off all old batteries (buy back and under replacement) as per prevailing rules **(Battery Waste Management Rules, 2022 of GoI)**.

(s) The disconnection of old batteries and installation of new batteries shall be done by the qualified engineer. The SI shall be responsible for all mis happenings occurs (if any) during disconnection and installation of batteries.

(t) The old batteries must be picked up same day from the date of installation of new batteries (installation date not inclusive).

Phase II: Support Services

(a) The support period shall be start after successful installation of last battery of respected workorder for the new battery installation.

(b) The SI shall provide comprehensive onsite support services for the installed batteries at provided locations. This involves replacement the faulty battery under the warranty period. Replaced battery should not be older than 60 days from the date of manufacturing and date of manufacturing should be mentioned in call log report.

(c) The SI shall provide all Call Log Reports duly signed by the respective nodal officer/ end user/DLO and submit respective MIS report as and when required to RISL.

(d) The SI shall provide a dedicated centralized helpdesk number, email address, where the end-user may report problems.

(e) The SI must ensure that the services should not be disturbed during the replacement, in case downtime required, SI must take approval from respective nodal officer, well in advance.

(f) As part of the Maintenance services, the bidder shall have back-to-back support agreement with OEM and shall provide the support as per RFP.

5.3 <u>Manpower Deployment</u>

For successful implementation of the project, the SI, shall designate the following manpower and deployed within 15 days from the date of work order till end of the last Go-Live support phase:

SNo	Role	Minimum Resource	Qualification & Experience	Responsibility	Working Hours
1	Technical Help Desk Person	3	BE/B.Tech/Diploma in Electrical with 3+ Years relevant experience	• Monitor the UPS Systems through NMS/ Centralized portal. • Resolve the issues receive through call logs. • Coordination with all Stake holders i.e. RajNET operators, DLO, BLO, End users, UPS and Battery AMC providers. • Execute all phases of this RFP.	In shift manner, One weekly off and Govt. Holidays (one resource will be available on general shift during Govt. Holidays)

5.4 <u>Roles and Responsibilities of the Selected Bidder</u>

a. The bidder must supply and install the equipment, conform specifications given in Annexure-2, across Rajasthan, as per orders issued by RISL.
b. Supply all the items and peripherals, any passive components / equipment (like Screws, clamps, fasteners, ties, anchors, supports, grounding strips, wires, termination kits etc.) required for completing installation (if applicable).
c. The bidder has to provide the warranty of these equipment from date of successful installation (After ensuring power backup from the supplied ups with the connected devices, by the respective nodal officer/end user).
d. The quantity mentioned in the referred Annexure-1 is tentative and the order shall be placed as and when required. RISL doesn't guarantee any minimum quantity.

5.5 <u>Warranty /Maintenance</u>

The selected bidder, when awarded the work order shall:

a. Provide comprehensive onsite warranty and maintenance of the supplied UPS and/or Batteries as per the "Warranty" clause of Chapter 7: "General Terms & Conditions of the contract"

5.6 <u>Project Milestones, Deliverables & Timelines</u>

The milestones, deliverables and time schedule shall be as follows:

a) The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the successful bidder shall arrange manpower, supplies and provide the required services within the specified period.
b) It should be noted that any delay in the project timelines shall attract Liquidated Damages to the selected bidder as specified in the RFP.
c) Delivery, Installation and Maintenance/ Support Services for UPS systems and new Batteries are to be as specified in Chapter 5 according to the respective Items.

S. No.	Milestone	Deliverable	Timelines	Payment Schedule
1.	Delivery, installation and commissioning of New Batteries (without UPS)	a. Delivery, installation and commissioning report duly signed by the respective nodal officer/end user/DLO. b. Undertaking stating that the old batteries has been picked up from the respective location with list as per annexure 18. c. Warranty certificate for 3 years form date of last installation of work order. d. Commissioning/Go-Live Report	Delivery time for different type of location are segregated as follows: 1. For SHQ, DHQ, HO within DHQ and BHQ timeline is Within 90 days from the date of PO issued to the firm (PO date not including). 2. For All GPs within state of Rajasthan timeline is Within 120 days from the date of PO issued to the firm (PO date not including). 3. The timelines for delivery	80% of total cost of new batteries less total cost of old batteries, as per work order shall be payable upon submission and approval of deliverables after deducting LD, if any

S. No.	Milestone	Deliverable	Timelines	Payment Schedule
			and installation of batteries should be within 45 days from Purchase order (PO date not including), whenever the work order contains quantity less than 100 units of Batteries.	
2.	Support services for new batteries (Without UPS)	a. Call Log Report duly signed by the respective nodal officer/ end user/DLO b. Quarterly MIS report on the basis of all call log reports.	Quarterly during phase II (Support Services-after Go-Live)	Remaining 20% shall be released over a period of 3 years on Quarterly basis in equal installments after deducting penalties if any as per SLA.
3.	Delivery and installation of New UPS system (including batteries)	Delivery, installation report duly signed by the respective nodal officer/end user/DLO.	Delivery time for different type of location are segregated as follows: 1. For SHQ, DHQ, HO within DHQ and BHQ timeline is Within 90 days from the date of PO issued to the firm (PO date not including). 2. For All GP within state of Rajasthan timeline is Within 120 days from the date of PO issued to the firm (PO date not including). 3. The timelines for delivery and installation of UPS should be within 45 days from Purchase order (PO date not including), whenever the work order contains quantity less than 100 units of UPS.	60% of total cost of new UPS System after deducting total cost of old batteries (if any), as per work order shall be payable upon submission and approval of deliverables after deducting penalty/LD, if any
4.	Commissioning /Go-Live on New UPS system (including batteries)	a. Each Site Commissioning report after Successful integration with Centralized Portal/NMS at SHQ. b. Warranty certificate for 5 years for UPS System (including Lithium batteries)	Within 145 days from the date of PO issued to the firm (PO date not including)	20% of total cost of new UPS System

S. No.	Milestone	Deliverable	Timelines	Payment Schedule
		and 3 Years for UPS System (including SMF VRLA batteries) form date of Go-Live		
5.	Maintenance of New UPS system (including batteries) supplied under RC	a. Call Log Report duly signed by the respective nodal officer/ end user/DLO b. Quarterly UPS system health report generated Online/Offline with supporting document. (Report duly signed by the respective nodal officer/ end user/ DLO in case of Offline report). c. Manpower Attendance report	Quarterly after Go-Live	For UPS System (including Lithium batteries) remaining 20% shall be released over a period of 5 years on Quarterly basis in equal installment after deducting penalties if any as per SLA. For UPS System (including SMF VRLA batteries) remaining 20% shall be released over a period of 3 years on Quarterly basis in equal installment after deducting penalties if any as per SLA

Note:-

a) The payment process for the purchase order shall start after receiving deliverables as per RFP.

b) RISL/DoIT&C will provide commissioning and acceptance report in lots after integration of minimum 1000 count for BOM Item no. 1 and 500 count for BOM item no. 4 for respective Work Orders. (last lot may be considered with lower counts if lot size is greater then the remaining count in respective work orders). Only one Go-Live will be provided for the Work Orders having UPS system count less than mentioned lot sizes.

c) RISL/DoIT&C will provide Go-Live for minimum 1000 count of batteries (BOM Item no. 5) (last lot may be considered for lower sites if count is lesser than 1000). Single Go-Live will be provided for the Work Orders having batteries less than 1000.

d) The maximum Go-Live under purchase order shall be as per number of items in purchase order. The Go-live may be issued after successful supply, installation and commissioning and intigration of the sites after receiving the deliverables as mentioned in table above.

e) RISL is working as a Pure Agent and executing the projects on behalf of Government of Rajasthan. All the invoices should be raised in the name of department for which goods and services will be taken. The name for which billing will be done, shall be intimated by RISL.

f) RISL may involve Third Party Auditor (TPA) to check and verify the installation & commissioning, intigration and deliverables against milestone, any other work & services under the project.

g) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices and deliverables as mentioned in table above.

h) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder with all required deliverables.

i) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

j) All remittance charges will be borne by the supplier/ selected bidder.
k) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
l) Any liquidated damages / penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
m) Taxes (GST, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

6. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and eProcurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.

c) Bidding documents purchased by Principal of any concern may be used by its authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa.

2) Pre-bid Meeting/ Clarifications

a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.

b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.

c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -

   i. Last date of submitting clarifications requests by the bidder as per NIB
   ii. Response to clarifications by procuring entity as per NIB

d) The minutes and response, if any, shall be published on respective websites, so as to enable those bidders to take minutes into account in preparing their bids.

e) Pre-bid queries of bidders who have submitted requisite tender fees shall only be considered.

f) Bidder has to submit copy of receipt of tender fee along with pre-bid queries.

3) Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

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

4) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders who agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) Format and Signing of Bids:

a) Bidders must submit their bids online at e-Procurement portal i.e. http://eproc.rajasthan.gov.in.

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A single-stage two-part/ cover system shall be followed for the Bid: -

   i. Technical Bid, including fee details, eligibility & technical documents

   ii. Financial Bid

d) The Technical Bid shall consist of the following documents shall be uploaded in scanned PDF format (Bidder's are required to fill relevant page no.'s of the bid document submitted in the table given below): -

Sl. No.	Documents Type	Document Format	Page No.
Fee Details			
1	Bidding document Fee (Tender Fee)	Proof of submission (PDF)	
2	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)	
3	Bid Security	Instrument/ Proof of submission (PDF)	
Eligibility Documents			
4	Bidder's Authorization Certificate along with a copy of board resolution/ Power of Attorney in favour of person signing the Letter of Authority stating that the Authorized signatory can sign the bid/contract on behalf of the firm	As per Annexure-4 and copy of Power of Attorney/ Copy of board resolution	
5	Legal Entity		

Sl. No.	Documents Type	Document Format	Page No.
6	Financial: Turnover		
7	Financial: Net Worth		
8	Technical Capability		
9	Tax registration		
10	Land border Clause the bidder with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan as per Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T- SPFC/2017 dated 01.01.2021, 15.01.2021 . SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 (As per Annexure-20)		
Technical Documents			
11	Certificate of Conformity/ No-Deviation	As per Annexure-5 (PDF)	
12	Undertaking of Authenticity of Equipment	As per Annexure-7 (PDF) [On non-judicial stamp paper of Rs. 100	
13	Components Offered + Technical Specifications compliance sheet for all items	As per Annexure-08 + As per Annexure-2 along with Compliance sheet as per Annexure 2 from OEM of the product and bidders both.	
14	Other documents	All other Annexures-1,3, etc., duly filled (as required) and signed	
15	Covering Letter of Financial bid*	As per Annexure-11 (PDF)	
16	Certificate Of Conformity/ No Deviation By OEM	As per Annexure-17 (Scanned copy)	
*Please note that **only** the "Covering Letter of Financial bid" needs to be submitted along with the technical bid. Financial bid (commercials) needs to be submitted only on e-procurement website as per the BoQ template.			

e) Financial bid shall include the following documents: -

Sr. No.	Documents Type	Document Format	Page No
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-11 (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/ contents may lead to the rejections of the bid submitted by the bidder.

6) Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. The bidder shall quote for single brands/ make/ model for each item in the technical Bid and should also mention the details of the quoted make/ model in the "Annexure-08: Components Offered".

8) Bid Security

a) In open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

b) In lieu of bid security, a bid securing declaration shall be taken from the

   i. Departments/Boards of the State Government or Central Government;
   ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
   iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
   iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
   v. Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.

c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid/ sealed 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 cash, a banker's cheque or FDR or demand draft or bank guarantee or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
f) The bidding documents may stipulate that 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. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
g) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
h) The bank guarantee or electronic bank guarantee (e-BG) 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 any of 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 / purchase 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 specified period after the supply / work order is placed; and
    V. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
k) Notice will be given to the bidder with 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:-
    a. the expiry of validity of bid security;
    b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
    c. the cancellation of the procurement process; or the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) Deadline for the submission of Bids

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

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

10) Withdrawal, Substitution, and Modification of Bids

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

11) Opening of Bids

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

12) Selection Method

a) One Lowest (L1) technically responsive bidder shall be find out on cumulative total amount of BoQ 1 and BoQ 2 as follows:
   I. BoQ 1 "UPS systems"
   II. BoQ 2 "Supply of Battery and buy back of old battery"
      - BoQ 2A "New Batteries"
      - BoQ 2B "Buy Back Old Batteries"
      - BoQ 2 is calculated as the total price quoted in (BoQ2 = BoQ 2A – BoQ 2B)
b) L1 Bidder on the basis of cumulative total of BoQ1 + BoQ2 quoted priced in financial BoQs
c) After determination of L1 bidder on lowest cost, the L1 rates shall be offered to match to L2 bidder than L3 bidder and so on till RISL get acceptance of L1 rates.
d) Maximum two bidders shall be part of rate contract on L1 rates.
e) The L-1 bidder shall be awarded four division and the L-2 bidder shall be awarded three divisions. Division means the administrative division in the State of Rajasthan viz. Ajmer Division, Bharatpur Division, Bikaner Division, Jaipur Division, Jodhpur Division, Kota Division and Udaipur Division.
f) Firstly, The L-1 bidder shall be permitted to select Divisions and remaining divisions shall be offered to L-2 bidder on L-1 rates.
g) Bidders, except L-1, shall have a choice to accept or refuse the offer.
h) If bidder(s) other than L-1 disagree(s) for the rates offered, the work for remaining division shall be awarded to L-1 bidder. The L-1 bidder is bound to accept complete work under the project in such case.

13) Clarification of Bids

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

14) Evaluation & Tabulation of Technical Bid

a) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
   i. "deviation" is a departure from the requirements specified in the bidding document;
   ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
   iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
c. A material deviation, reservation, or omission is one that,
   i. if accepted, shall:-
      1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or

ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

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

b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, Tax certificate, ISO etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

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

c) Technical Evaluation Criteria

Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the clause "Format and signing of Bids".
POC may be conducted for any item asked in tender document and if not found technically qualified, complete bid will be rejected.

d) Tabulation of Technical Bids

a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

c. 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.

d. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) Evaluation & Tabulation of Financial Bids

a) The financial bids/ cover of bidders who qualify in technical evaluation shall be opened at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Procurement website.

b) The process of opening of financial bids/ covers shall be similar to that of technical bids.

c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.

d) Conditional Bids are liable to be rejected;

e) In order to decide the L1 bidder, Refer "Selection Method" at Point 12.

f) To evaluate a bid, the tendering authority shall consider the following:-
   a. the bid price as quoted in accordance with bidding document.
   b. price adjustment for correction of arithmetic errors in accordance with bidding document.
g) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities.
h) The offers shall be evaluated and marked L1, L2, L3 etc. based "Selection Method" as above. L1 being the lowest offer and then others in ascending order.
i) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity.
j) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid and sign it.
k) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16) Correction of Arithmetic Errors in Financial Bids

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

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

17) Comparison of rates of firms outside and those in Rajasthan

a) Bid prices should be FOR / FOB.
b) Bid prices should be inclusive of all other taxes, levies, octroi , insurance etc. but excluding of GST/CST.
c) The prices under a rate contract shall be subject to price fall clause as per as per Rule 29 (2)(h) of RTPP Rules 2013. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

d) For bids invited for Fixed Quantity as one package the evaluation would be done for all the items of the package put together. The item(s) for which no rates has/have been quoted or left blank would be treated as zero i.e. the bidder will supply these item(s) free of cost and the total amount would be computed accordingly. There is no option with Bidder to submit quote for partial quantity of any items. Procuring Entity will award contract to the lowest priced responsive bidder for this whole package together. Discounts of any kind shall not be considered.

18) Price/ purchase preference in evaluation

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

19) Negotiations

a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought, shall be sought in the pre-bid stage itself.
b) Negotiations may, however, be undertaken only with the lowest bidder when the rates are considered to be much higher than the prevailing market rates.
c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him/her, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure shall be used in exceptional cases only.
g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

20) Exclusion of Bids / Disqualification

a) A procuring entity shall exclude/ disqualify a Bid, if: -
   i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
   ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
   iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
   iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;

v. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
vi. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

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

21) Lack of Competition

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

22) Acceptance of the successful Bid and award of rate contract

c) 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.
d) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
e) Before award of the rate contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
f) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
g) The procuring entity shall award the rate 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.

h) 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.

i) Prior to the expiration of the period of bid validity, A written intimation OR Letter of Intent / Acceptance (LOI / LOA) shall be sent to the concerned bidder by registered post or e-mail 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 despatched to the bidder.

j) The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by e-mail to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or Letter of Intent shall constitute a binding contract.

k) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

23) Information and publication of award

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

24) 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.

25) Right to Vary Quantities

a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.

c) The rates quoted by the bidder shall be valid for two years from the date of agreement and purchaser may place purchase orders during this period.

d) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :-

   i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
   ii. 50% of the value of goods or services of the original contract.

26) Performance Security

a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except :
   i. Departments/Boards of the State Government or Central Government;
   ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
   iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
   iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
   v. Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State 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% (five percent), or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

c) Performance security shall be furnished in any one of the following forms: -
   iii. deposit though eGRAS;
   iv. Bank Draft or Banker's Cheque of a scheduled bank;
   v. National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
   vi. Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;
   vii. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

viii. In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill.

d) Performance security furnished in the form specified in clause [ii.] to [vi] of sub-rule (c) above shall remain valid for a period of 60 days (sixty days) beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

e) In case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SeMT), Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not required to be taken.

f) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

ix. When any terms and condition of the contract is breached.

x. When the bidder fails to make complete supply satisfactorily.

xi. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

g) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.

h) No interest shall be payable on the PSD.

27) Execution of agreement under Rate Contract

a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.

b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.

c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder.

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

28) Work Order Issued to Bidders under Rate Contract

a) As per the project requirements, from time to time, the Purchaser shall issue work order to the successful bidder for supply and installation of various items as mentioned in the Rate Contract, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order from RISL

b) The work order shall specify the quantity of various items to be supplied along with location details and delivery schedule for supply and installation.

29) Confidentiality

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -

i. impede enforcement of any law;

ii. affect the security or strategic interests of India;

iii. affect the intellectual property rights or legitimate commercial interests of bidders;
iv. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

30) Cancellation of procurement process

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

31) Code of Integrity for Bidders

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
b) The code of integrity include provisions for: -
   i. Prohibiting
      i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
      ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
      iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
vii. any obstruction of any investigation or audit of a procurement process;

ii. disclosure of conflict of interest;
iii. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

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

32) Interference with Procurement Process

A bidder, who: -

a) withdraws from the procurement process after opening of financial bids;
b) withdraws from the procurement process after being declared the successful bidder;
c) fails to enter into procurement contract after being declared the successful bidder;
d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

33) Appeals

a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
   a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:

b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (b) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.

d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : <First Appellate Authority: Principal Secretary/ Secretary, IT&C, GoR>
<Second Appellate Authority: Secretary (Budget), Finance Department, GoR>

e) Form of Appeal:
   i. Every appeal under (a) and (c) above shall be as per Annexure-15 along with as many copies as there are respondents in the appeal.
   ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
   iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

f) Fee for Appeal: Fee for filing appeal:
   i. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
   ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

g) Procedure for disposal of appeal:
   i. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
   ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
      i. hear all the parties to appeal present before him/her; and
      ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
   iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
   iv. The order passed under I shall also be placed on the State Public Procurement Portal.

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

34) Stay of procurement proceedings

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

35) 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.

36) Offenses by Firms/ Companies

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

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

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

d) For the purpose of this section-
   i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
   ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

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

37) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence:
   i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); OR
   ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

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

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

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

38) Monitoring of Contract

a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

39) Conflict of Interest

a) A conflict of interest for bidders 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.

b) 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:-

   i. They have controlling partners in common;
   ii. They receive or have received any direct or indirect subsidy from any of them;
   iii. They have the same legal representative for purposes of the bid;
   iv. 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;

v. 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 a bidder, in more than one bid; or

vi. 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 Qualification Criteria and Biding Forms, 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.

40) Risk & Cost Clause

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk & Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with Procuring Entity against the same or any other contract or may be adjusted against dues payable to supplier by Procuring Entity against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.

7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions:

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

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

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

1. **Contract Documents**

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

2. **Interpretation**

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

3. **Language**

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

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

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

5. **Eligible Goods and Related Services**

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

configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier.

c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares to meet warranty clause.
d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 4 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

6. Notices

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

7. Governing Law

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

8. Scope of Supply

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

9. Delivery & Installation

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.

d) Shift/change of place of Installation: The user will be free to shift/change the place of installation prior to installation within the same city /town/ district/ division. The successful/ selected bidder shall physically shift equipments/ software/ components to new location and carry out installation at new location (location details will be provided by the purchaser as and when required) at no extra cost to purchaser.

10. Supplier's/ Selected Bidder's Responsibilities

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

11. Purchaser's Responsibilities

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

12. Rate Contract Price

a) The Rate Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

c) The rate quoted by the bidder for each item mentioned in the tender shall remain valid for Two years and may be extended by 3 months on mutual acceptance on same terms and conditions subject to price fall clause.

13. Recoveries from Supplier/ Selected Bidder

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

d)

14. Taxes & Duties

a) The TDS, GST etc., if applicable, shall be deducted at source/paid by RISL as per prevailing rates.

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

15. Copyright

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

16. Confidential Information

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

17. Sub-contracting

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

18. Specifications and Standards

a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
b) Technical Specifications and Drawings
   i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
   ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
   iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

19. Packing and Documents

a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme atmospheric temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

20. Insurance

a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, till handover of the project is achieved. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
b) The goods will be delivered at the FOR destination in perfect condition.
c) The successful bidder shall be responsible for storage, security and insurance of the all the material / equipment's under VC infrastructure. In case of any theft / burnt / damage etc. cases, the bidder has to replace the equipment in working conditions without any extra cost to purchaser. If any equipment's are beyond repairable / burnt case, the bidder shall either repair or replace the item with the same or higher capacity at no extra cost to the purchaser. The specifications, make and model of the equipment's shall be submitted to RISL for approval, before deploying the same.

21. Transportation

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

22. Inspection

a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
b) The supplier/ selected bidder(s) shall furnish complete address of the premises of his factory, office, go-down or workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
c) RISL may conduct pre- delivery inspection for which the cost shall be borne by the RISL. RISL shall undertake the pre-delivery inspection of the UPS & batteries in accordance to the standard procedures being followed by RISL in Quality Inspection. The inspection team shall prepare a Report specifying satisfactory operational condition of the inspected items, gaps identified and necessary corrective measurements required by the Bidder.
d) After successful inspection, it will be suppliers/ selected bidder's responsibility to dispatch the ordered items at respective locations without any financial liability to the Purchaser. However, supplies when received at respective location/ locations shall be subject to inspection to ensure whether they conform to the specification.
e) A Third Party Inspection Agency (TPA) may be appointed by RISL for post-delivery inspection of supplied items in accordance with Industry Standards. RISL on its own discretion may (if required) select items on random basis which need to be thoroughly tested/ inspected.

23. Samples

a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.

b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.

c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.

d) Samples not approved shall be collected by the unsuccessful bidder. RISL will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.

f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

24. Drawl of Samples

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

25. Testing charges

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

26. Rejection

a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.

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

27. Payments

a) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R all remittance charges will be bourne by the bidder.
b) In case of disputed items, disputed amount shall be withheld and will be paid on settlement of the dispute.
c) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

28. Liquidated Damages (LD)

a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to supply/depute the required manpower initially or after changing the manpower during the course of the contract due to any reason within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
b) The payment of the services would not be applicable of the personals which are not supplied/deputed or not qualified.
c) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange related services within the specified period.
d) Delivery period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the supplier/ selected bidder.
    i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
    ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
   a. When delay has occurred due to delay in confirming the services, if the tendering authority was required to confirm them as per terms of the contract.
   b. When delay has occurred in supply of services if these were required to be supplied to the supplier or service provider by the tendering authority 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 tendering authority 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.

e) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

S. No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period as per scope of work and deliverable	2.5 %
b.	Delay exceeding one fourth but not exceeding half as per scope of work and deliverable	5.0 %
c.	Delay exceeding half but not exceeding three fourth as per scope of work and deliverable	7.5 %
d.	Delay exceeding three fourth of the prescribed period as per scope of work and deliverable	10.0 %

i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

ii. The maximum amount of liquidated damages shall be 10% of the contract value.

iii. *The percentage refers to the payment due for the associated works/ goods/ service/manpower.

f) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods/services is on account of hindrances beyond the control of the bidder.

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

29. Authenticity of Equipment

a) The selected bidder shall certify (as per Annexure-7) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

30. Warranty

a) The bidder must supply all items with comprehensive on-site warranty valid for 5 years on UPS systems with Lithium-ion batteries, 3 years on UPS systems with SMF VRLA batteries and 3 years on SMF VRLA Batteries, after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.

b) At the time of delivery, the bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.

c) Bidder to provide the unconditional warranty of supplied items.

d) 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.

e) 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.

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

31. Patent Indemnity

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

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

b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.

e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

32. Indemnification & Limitation of Liability

1) Subject to Clause 7.32.2 below, Bidder (the "Indemnifying Party") at its expense and to the maximum extent permitted by law, undertakes to indemnify, defend and hold harmless purchaser (the "Indemnified Party") from and against all losses, liabilities, costs, damages and expenses and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Party, attributable to the Indemnifying Party's or its representative's negligence or wilful default, including but not limited to, bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) in performance or non-performance under this Agreement; provided, however, that Indemnifying Party shall not be obligated to defend, indemnify, or hold the Indemnified Party from and against any such liabilities, costs, loses, damages and expenses to the extent caused solely by any negligent act or omission or intentional wrongdoing of such Indemnified Party.
2) The Indemnifying Party at its expense and to the maximum extent permitted by law, will indemnify, defend and hold harmless the Indemnified Party from and against all claims, actions, suits, proceedings, judgments, demands losses, liabilities, costs, damages and expenses and will reimburse such fees and expenses as they are incurred, including in connection with any claim or action threatened or brought against the Indemnified Party, arising out of or relating to any claim that the provision or the utilization of any services or any portion thereof constitutes an infringement, violation, trespass, contravention or breach of any intellectual property rights of any third party , or constitutes the unauthorized use of any trade secret of any third party.
3) Indemnified Party will promptly notify the Indemnifying Party of any such claim or action and will reasonably co-operate with Indemnifying Party in the defence of any such claim or action, at Indemnifying Party's expense. Indemnifying Party will not indemnify the Indemnified Party, however, if the claim of infringement is caused by (a) Indemnified Party's misuse or modification of the Service; (b) Indemnified Party's failure to use corrections or enhancements made available by the Indemnifying Party; (c) Indemnified Party's use of the Service in combination with any product or information not owned or developed by Indemnifying Party; (d)Indemnified Party's distribution, marketing or use for the benefit of third parties of the Service; or (e) information, direction, specification or materials provided by Indemnified Party or any third party contracted to it. If any Service is or likely to be held to be infringing, Indemnifying Party shall at its expense and option either (i) procure the right for Indemnified Party to continue using services or such portion thereof, as contemplated hereunder, (ii) replace it with an equally suitable, compatible, non-infringing and functionally equivalent services as reasonably determined by Indemnified Party , (iii) modify the services or such portion thereof, to make it non infringing (provided such modification does not adversely affect the utilization of such services, as reasonably determined by Indemnified Party).
4) The indemnities set out in Clause 7.32.1 shall be subject to the following conditions:
   - **4.1** The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
   - **4.2** The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim or proceedings including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense;

4.3 If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this clause, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;

4.4 The Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise or consent to the entry of any judgment in any such commenced or threatened proceedings or claim, without the prior written consent of the Indemnifying Party;

4.5 All settlements of claims or proceedings subject to indemnification under this Clause will:

a. Be entered into only with the prior written consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim or threatened proceedings or claim; and
b. Include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;

4.6 The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favour of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings or threatened proceedings or claims;

4.7 The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings or threatened proceedings or claim;

4.8 In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this clause, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims or proceedings to which such indemnification relates; and

4.9 If a Party makes a claim under the indemnity set out under clause 7.32.1 above in respect of any particular loss or losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

5) The liability of Bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the total value of the contract The liability cap given under this clause 7.32.5 shall not be applicable to the indemnification obligations set out in clause 7.32.1 and breach of clause 6.28 of this Agreement, or the Bidder's wilful misconduct or gross negligence, or any claims of personal injury or property or damage.
6) In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third party claims (other than those set-forth in clause 7.32.1) even if it has been advised of their possible existence.
7) The allocations of liability in this Section 7.32 represent the agreed and bargained-for understanding of the parties and compensation for the Services reflects such allocations. Each Party has a duty to mitigate the damages and any amounts payable under an indemnity that would otherwise be recoverable from the other Party pursuant to this Agreement by taking

appropriate and commercially reasonable actions to reduce or limit the amount of such damages or amounts.

33. Force Majeure

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the DoIT&C or RISL, the DoIT&C or RISL may take the case with the supplier/ selected bidder on similar lines.

34. Change Orders and Contract Amendments

a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -

i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

ii. the method of shipment or packing;

iii. the place of delivery; and

iv. the related services to be provided by the supplier/ selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

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

35. Termination

a) Termination for Default

i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part:

a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
d. If the supplier/ selected bidder commits breach of any condition of the contract.

ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.

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

b) Termination for Insolvency

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

c) Termination for Convenience

a) Termination for Default

i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

a. If the supplier/ selected bidder fails to deliver any or all quantities of the goods / service within the time period specified in the contract, or any extension thereof granted by RISL; or
b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
d. If the supplier/ selected bidder commits breach of any condition of the contract.

ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.

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

b) Termination for Insolvency

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

c) Termination for Convenience

i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a. To have any portion completed and delivered at the Contract terms and prices; and/or

b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

36. Exit Management

a) Preamble

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

ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Installation, supply and maintenance of SLA.

iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a <six months> period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will handover all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.

ii. The selected bidder, if not already done, will transfer all the Software Licenses (if any) under the name of the department as desired by the procuring entity during the exit management period.
iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C/RISL or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
   a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
   b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
   c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
   d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.

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

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

d) Confidential Information, Security and Data

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

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

e) Transfer of certain agreements

i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favor of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f) General Obligations of the selected bidder

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

g) Exit Management Plan

i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

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

37. Jurisdiction

The jurisdiction in respect of all claims and matters arising under the contract shall be the courts situated in Jaipur, Rajasthan.

38. Provision in Conflict

If a clause or a provision or a term or a condition is in conflict with RTPP Act, 2012 and RTPP Rules, 2013, in this situation, provisions and rules of RTPP Act, 2012 and RTPP Rules, 2013 shall prevail.

8. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Service Level Standards/ Requirements/ Agreement:

a) Service Levels play an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure quality video conference services available, in a efficient mannner to the identified users.

b) It is acknowledged that service levels may change. The present SLAs have been worked out on the basis of current expectation. Service levels between the Purchaser and Bidder can be revised after the start of operations in view of the experience gained. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required. Any changes to the levels of service provided during the project period will be requested, documented and negotiated in good faith by both parties. Either party can request a change. The request will be considered & finalized by RISL in consultation with successful bidder. Changes will be documented as an addendum to the contract. The request of change in Service Level parameter by either of the party (i.e. Purchaser or Bidder) shall not be binding to other party and shall be applicable on mutual agreement of both the parties.

c) For any custom/ad hoc report as per the requirement of RISL/DoIT&C, the required development shall be done by the bidder/OEM within 7 days of request raised so that such report can be generated instantaneously to meet any further requirement.

d) In case penalty reaches maximum for three consecutive quarters, the purchaser may invoke termination clause as per RFP.

e) No penalty shall be levied, due to reasons not attributable to the SP/Bidder.

1. Online UPS systems with Lithium-ion batteries and online UPS systems with SMF VRLA batteries:

Service levels for Support Services/ Operations and Maintenance phase:

Sr. No.	Equipment/ Manpower	Service Level	Penalty
A.	UPS system with Lithium-ion batteries installed at HO sites of SHQ/DHQ	Within 24 hours of lodging of complaint or failure	No penalty
		>24 hours of lodging the complaint	0.5% of the UPS system with Lithium-ion batteries cost per 24 Hours after 24 hours
B.	UPS system with Lithium-ion batteries installed at HO sites of BHQ	Within 48 hours of lodging of complaint or failure	No penalty
		>48 hours of lodging the complaint	0.5% of the UPS system with Lithium-ion batteries cost per 24 Hours after 48 hours
C.	Online UPS system with SMF VRLA batteries installed at	Within 72 hours of lodging of complaint or failure	No penalty

Sr. No.	Equipment/ Manpower	Service Level	Penalty
	Gram Panchayat (GP)	>72 hours of lodging the complaint	0.5% of UPS system with SMF VRLA batteries cost per 24 Hours after 72 hours

2.

SMF VRLA batteries & Manpower:

Sr. No.	Equipment/ Manpower	Service Level	Penalty
A.	SMF VRLA batteries installed at PoP Rooms/ HO sites of SHQ	Within 48 hours of lodging of complaint or failure	No penalty
		>48 hours of lodging the complaint	0.5% of the equipment cost per 24 Hours after 48 hours
B.	SMF VRLA batteries installed at Gram Panchayat (GP)	>72 hours of lodging the complaint	0.5% of the equipment cost per 24 Hours after 72 hours
		>72 hours of lodging the complaint	0.5% of the equipment cost per 24 Hours after 72 hours
C.	Manpower Attendance	Quarterly after 1st Work Order	Rs 500 per resource per absent day.

Note:

- Maximum penalty shall not be more than the 20% cost of the payable amount per payment cycle. If this occurs for two consecutive quarters, a NOTICE of Default shall be issued. If two such notices are issued for any default on part of SI/bidder, then tendering authority may terminate the contract.
- In case the supplier fails to rectify the defect (s)/ replace the faulty equipment (s) with the same /higher configuration within 15 calendar days, it may be considered as one of the default event.

ANNEXURE-1: BILL OF MATERIAL (BOM)

SNo	Component	Location	Indicative Qty.	Specification as per Annexure	MAF Required (Yes/ No)
1.	1 KVA Online UPS System with LiFePo4 Batteries	All Locations of RISL (RajNET HO Sites)	7,000	Annexure-2	Yes
2.	2 KVA Online UPS with LiFePo4 Batteries	All Locations of RISL/DoIT&C at Blocks	350	Annexure-2	Yes
3.	3 KVA Online UPS with LiFePo4 Batteries	All Locations of RISL/DoIT&C Districts	50	Annexure-2	Yes
4.	1 KVA Online UPS System with SMF VRLA batteries	Gram Panchayat (GP/ RajNET HO Sites)	4,000	Annexure-2	Yes
5.	12-volt 65 AH SMF VRLA Batteries	Vertical PoP rooms, GPs, Horizontal Offices	14,000	Annexure-2	Yes

Note:

a) The Bidder shall be responsible for end-to-end implementation and shall quote and provide/supply any items not included in the bill of materials but required for commissioning of the required equipment. Purchaser shall not pay for any such items, which have not been quoted by the bidder in the bid but are required for successful completion of the overall project. The Financial Bid evaluation shall take into account all the components and their cost as quoted by the respective bidders for the end-to-end completion of the overall work.

b) The quantities mentioned above are indicative however, the payments shall be made on actuals.

c) Detailed Technical Specification are given in the Annexure-2

d) Detailed list of locations is at https://risl.rajasthan.gov.in

Details of UPS for reference for installation of batteries:

SNo.	UPS name	Description	Quantity of UPS	Location
1.	1 KVA UPS Uniline	1 KVA	4000	Rajeev Gandhi Seva Kendra
2.	1 KVA UPS Power Plus 1000 OL	1 KVA	1700	Rajeev Gandhi Seva Kendra
3.	(Emersion) Liebert Adapt Series / Adapt Bx	6 KVA	32	Vertical PoP rooms, District Head Quarter (DHQ)
4.	(Emersion) Liebert GXT MT+ (LB Model)	2 KVA	240	Vertical PoP rooms) and Block Head Quarter (BHQ)
5.	Power+	20 KVA	2	Horizontal Offices, Jaipur
6.	DB Power	20 KVA	4	
7.	DB Power	10 KVA	3	

Detailed list of locations is at https://risl.rajasthan.gov.in

Details of Buyback of old batteries:

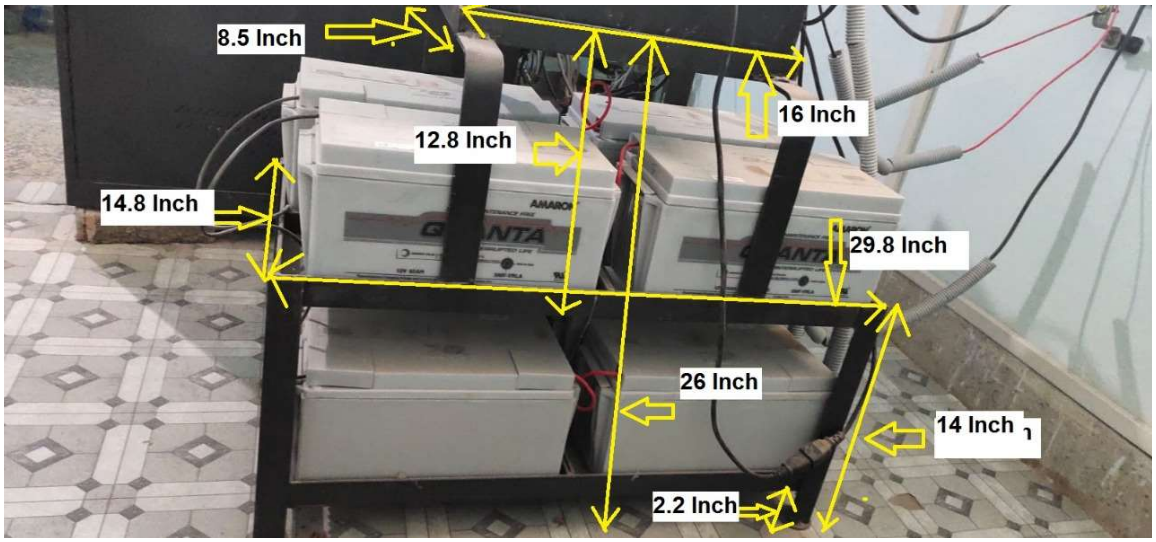
Sr.NO	Location	Capacity	Indicative Qty
1	SHQ HO	7 AH	114
2	PoP rooms and SHQ HO	65 AH	2630
3	GP and HO sites	75 AH	24389
4	RajSWAN HO	84 AH	10587
5	Secretariat	100 AH	150

<u>Existing battery rack size</u>

<u>ITEM No. – 1</u>: 12 volt 65 AH SMF VRLA Batteries

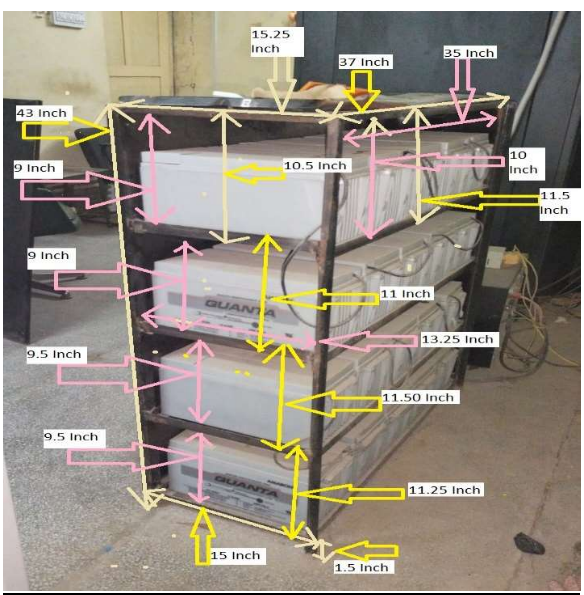
(A) 8 batteries are placed in stand having dimension

29.8 inches x 14.8 inches x 26 inches



(B) 20 batteries are placed in stand having dimension

37 inches x 15 inches x 43 inches



ANNEXURE-2: TECHNICAL SPECIFICATIONS

All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations. Also, the bidder is required to submit the technical compliance statement for each item on the respective OEM's letter-head.

ITEM No. - 1: 1 KVA – Online UPS (with LiFePo4 batteries, 5 years onsite comprehensive warranty)

S.No.	Description	Minimum Specification	Bidder and OEM Compliance
Make and Model: <To be provided by Bidder & OEM>			
UPS Specification			
1	Output Power Capacity	1KVA / 0.9KW	
2	Technology	Double conversion efficiency with DSP controlled technology	
3	Certifications	ISO 9001: 2008 or higher and ISO 14001:2004 or higher certified manufacturer, BIS Certificate, RoHS Compliant	
4	Input Voltage Range	160VAC-290VAC	
5	Input Power Factor	≥ 0.99 (100% Load)	
6	Input Frequency	50 Hz ± 5 Hz	
7	Input Protection	Circuit Breaker	
8	Output Voltage	Single Phase	
9	Output Power Factor	0.9 or higher	
10	Output Frequency	50 Hz	
11	Output Waveform	Pure Sinewave	
12	Load crest Factor	3:1 or better	
13	Overall Efficiency	>=90%	
14	Overload capacity	<=110% for 10 Min, <=130% for 60 Sec	
15	Transfer Time	Zero transfer time from AC mode to battery mode.	
16	Display Panel (In-build LC Display & LED)	Yes	
17	Fault /Error indicator	Yes	
18	Audible Alarms for abnormal conditions like battery disconnected, overload warning, low battery, Fan Failure, Short Circuit etc.	Yes	
19	RS232/USB Port	Yes	
20	Operating Temperature	0 to 45 deg C	
21	Operating Humidity	<95% RH (No Condensing)	

22	Noise Level	< 55 dbA at 1 meter distance	
23	By Pass	Transfer (Inverter to Bypass) Sync mode less than 5ms	
24	Battery backup	Min. 1 hour on full load	
25	Remote Monitoring	Integration of remote monitoring through LAN / SNMP, wherever specified with following features like: · Graphical monitoring for critical parameters · Power cut duration, backup duration, battery health, load level · For Cyber security VAPT certificate from Cert-in empanelled vendor for SNMP card and Centralized Monitoring Software on standards ISA/IEC 62443-1.	
26	Make	Product should be Make in India	
Battery Specification			
27	Battery Type	Lithium Ion (LiFePo4)	
28	Cell Cycle Life	Minimim 1500	
29	Safety Standard	IEC62619/UL	
30	Transport Compliance	UN38.3	
31	Certification	CE, IEC62133/BIS, UL 1642 for cell	
32	Energy (WH)	Minimum 1100 Watt Hour	
33	Enclosure	Flame retardant metal enclosure suitable for indoor installation	
34	Operating Temperature	5 °C to 45 °C	
35	State of Charge	90% factory charged. Data sheet to be provided	
36	Date of manufacturing	At the time of supply Batteries shall be of 90 days old or less than that from the date of manufacturing (from the date of work order).	
37	Insulating Boots/ Accessories	Marking black and red color insulating boots to be provided on battery terminal with clear polarity markings.	
Others			
38	Test report	From Central Govt. NABL Laboratory viz. CPRI/ ETDC-STQC/ ERTL or any accredited agency	
39	Warranty	5 Years comprehensive onsite OEM Warranty on both UPS and Battery (Product should be Make in India)	

Note:

1. Bidder have to submit a self-declaration from the OEM for confirmation of the battery cycle life.

2. All test reports and Certificate should be provided with compliance sheet and should be valid on bid submission end date.

ITEM No. - 2: 2 KVA – Online UPS (with LiFePo4 batteries, 5 years onsite comprehensive warranty)

S.No.	Description	Minimum Specification	Bidder and OEM Compliance
Make and Model: <To be provided by Bidder & OEM>			
UPS Specification			
1	Output Power Capacity	2 KVA / 1.8 KW	
2	Technology	Double conversion efficiency with DSP controlled technology	
3	Certifications	ISO 9001: 2008 or higher and ISO 14001:2004 or higher certified manufacturer, BIS Certificate, RoHS Compliant	
4	Input Voltage Range	160VAC-290VAC	
5	Input Power Factor	≥ 0.99 (100% Load)	
6	Input Frequency	50 Hz ± 5 Hz	
7	Input Protection	Circuit Breaker	
8	Output Voltage	Single Phase	
9	Output Power Factor	0.9 or higher	
10	Output Frequency	50 Hz	
11	Output Waveform	Pure Sinewave	
12	Load crest Factor	3:1 or better	
13	Overall Efficiency	>=90%	
14	Overload capacity	<=110% for 10 Min, <=130% for 60 Sec	
15	Transfer Time	Zero transfer time from AC mode to battery mode.	
16	Display Panel (In-build LC Display & LED)	Yes	
17	Fault /Error indicator	Yes	
18	Audible Alarms for abnormal conditions like battery disconnected, overload warning, low battery, Fan Failure, Short Circuit etc.	Yes	
19	RS232/USB Port	Yes	
20	Operating Temperature	0°C to 45°C	
21	Operating Humidity	<95% RH (No Condensing)	
22	Noise Level	< 55 dbA at 1 meter distance	
23	By Pass	Transfer (Inverter to Bypass) Sync mode less than 5ms	
24	Battery backup	Min. 1 hour on full load	

25	Remote Monitoring	Integration of remote monitoring through LAN / SNMP, wherever specified with following features like: · Graphical monitoring for critical parameters · Power cut duration, backup duration, battery health, load level · For Cyber security VAPT certificate from Cert-in empanelled vendor for SNMP card and Centralized Monitoring Software on standards ISA/IEC 62443-1.	
26	Make	Product should be Make in India	
27	Compatibility	Compatibility with DG Set Supply	
Battery Specification			
28	Battery Type	Lithium Ion (LiFePo4)	
29	Cell Cycle Life	Minimum 1500	
30	Safety Standard	IEC62619/UL	
31	Transport Compliance	UN38.3	
32	Certification	CE, IEC62133/BIS, UL 1642 for cell	
33	Energy (WH)	Minimum 4400 Watt Hour	
34	Enclosure	Flame retardant metal enclosure suitable for indoor installation	
35	Operating Temperature	5°C to 45°C	
36	State of Charge	90% factory charged. Data sheet to be provided	
37	Date of manufacturing	At the time of supply Batteries shall be of 90 days old or less than that from the date of manufacturing (from the date of work order).	
38	Insulating Boots/ Accessories	Marking black and red color insulating boots to be provided on battery terminal with clear polarity markings.	
Others			
39	Test report	From Central Govt. NABL Laboratory viz. CPRI/ ETDC-STQC/ ERTL or any accredited agency	
40	Warranty	5 Years comprehensive onsite OEM Warranty on both UPS and Battery (Product should be Make in India)	

Note:

1. Bidder have to submit a self-declaration from the OEM for confirmation of the battery cycle life.
2. All test reports and Certificate should be provided with compliance sheet and should be valid on bid submission end date.

<u>ITEM No. - 3</u>: 3 KVA – Online UPS (with LiFePo4 batteries, 5 years onsite comprehensive warranty)

S.No.	Description	Minimum Specification	Bidder and OEM Compliance
Make and Model: <To be provided by Bidder & OEM>			
UPS Specification			
1	Output Power Capacity	3 KVA / 2.7 KW	
2	Technology	Double conversion efficiency with DSP controlled technology	
3	Certifications	ISO 9001: 2008 or higher and ISO 14001:2004 or higher certified manufacturer, BIS Certificate, RoHS Compliant	
4	Input Voltage Range	160VAC-290VAC	
5	Input Power Factor	≥ 0.99 (100% Load)	
6	Input Frequency	50 Hz ± 5 Hz	
7	Input Protection	Circuit Breaker	
8	Output Voltage	Single Phase	
9	Output Power Factor	0.9 or higher	
10	Output Frequency	50 Hz	
11	Output Waveform	Pure Sine wave	
12	Load crest Factor	3:1 or better	
13	Overall Efficiency	>=90%	
14	Overload capacity	<=110% for 10 Min, <=130% for 60 Sec	
15	Transfer Time	Zero transfer time from AC mode to battery mode.	
16	Display Panel (In-build LC Display & LED)	Yes	
17	Fault /Error indicator	Yes	
18	Audible Alarms for abnormal conditions like battery disconnected, overload warning, low battery, Fan Failure, Short Circuit etc.	Yes	
19	RS232/USB Port	Yes	
20	Operating Temperature	0°C to 45°C	
21	Operating Humidity	<95% RH (No Condensing)	
22	Noise Level	< 55 dbA at 1 meter distance	
23	By Pass	Transfer (Inverter to Bypass) Sync mode less than 5ms	
24	Battery backup	Min. 1 hour on full load	

25	Remote Monitoring	Integration of remote monitoring through LAN / SNMP, wherever specified with following features like: · Graphical monitoring for critical parameters · Power cut duration, backup duration, battery health, load level · For Cyber security VAPT certificate from Cert-in empanelled vendor for SNMP card and Centralized Monitoring Software on standards ISA/IEC 62443-1.	
26	Make	Product should be Make in India	
27	Compatibility	Compatibility with DG Set Supply	
Battery Specification			
28	Battery Type	Lithium Ion (LiFePo4)	
29	Cell Cycle Life	Minimum 1500	
30	Safety Standard	IEC62619/UL	
31	Transport Compliance	UN38.3	
32	Certification	CE, IEC 62133/BIS, UL 1642 for cell	
33	Energy (WH)	Minimum 6600 Watt Hour	
34	Enclosure	Flame retardant metal enclosure suitable for indoor installation	
35	Operating Temperature	5 °C to 45 °C	
36	State of Charge	90% factory charged. Data sheet to be provided	
37	Date of manufacturing	At the time of supply Batteries shall be of 90 days old or less than that from the date of manufacturing (from the date of work order).	
38	Insulating Boots/ Accessories	Marking black and red color insulating boots to be provided on battery terminal with clear polarity markings.	
Others			
39	Test report	From Central Govt. NABL Laboratory viz. CPRI/ ETDC-STQC/ ERTL or any accredited agency	
40	Warranty	5 Years comprehensive onsite OEM Warranty on both UPS and Battery (Product should be Make in India)	

Note:

1. Bidder have to submit a self-declaration from the OEM for confirmation of the battery cycle life.

2. All test reports and Certificate should be provided with compliance sheet and should be valid on bid submission end date.

<u>ITEM No. - 4</u>: 1 KVA – Online UPS (with SMF VRLA batteries, 3 years onsite comprehensive warranty)

S/ N	Description	Minimum Specification	Bidder and OEM Compliance
Make and Model: <To be provided by Bidder & OEM>			
UPS Specification			
1	Output Power Capacity	1KVA / 0.9KW	
2	Technology	Double conversion efficiency with DSP controlled technology	
3	Certifications	ISO 9001: 2008 or higher and ISO 14001:2004 or higher certified manufacturer, BIS Certificate, RoHS Compliant	
4	Input Voltage Range	160VAC-290VAC	
5	Input Power Factor	≥ 0.99 (100% Load)	
6	Input Frequency	50 Hz ± 5 Hz	
7	Input Protection	Circuit Breaker	
8	Output Voltage	Single Phase	
9	Output Power Factor	0.9 or higher	
10	Output Frequency	50 Hz	
11	Output Waveform	Pure Sine wave	
12	Load crest Factor	3:1 or better	
13	Overall Efficiency	>=90%	
14	Overload capacity	<=110% for 10 Min, <=130% for 60 Sec	
15	Transfer Time	Zero transfer time from AC mode to battery mode.	
16	Display Panel (In-build LC Display & LED)	Yes	
17	Fault /Error indicator	Yes	
18	Audible Alarms for abnormal conditions like battery disconnected, overload warning, low battery, Fan Failure, Short Circuit etc.	Yes	
19	RS232/USB Port	Yes	
20	Operating Temperature	0 °C to 45°C	
21	Operating Humidity	<95% RH (No Condensing)	
22	Noise Level	< 55 dbA at 1 meter distance	
23	By Pass	Transfer (Inverter to Bypass) Sync mode less than 5ms	
24	Battery backup	Min. 1 hour on full load	
25	Battery Capacity	Minimum 1500 VAH (with 3 batteries of 42AH)	

26	Remote Monitoring	Integration of remote monitoring through LAN / SNMP, wherever specified with following features like: · Graphical monitoring for critical parameters · Power cut duration, backup duration, battery health, load level · For Cyber security VAPT certificate from Cert-in empanelled vendor for SNMP card and Centralized Monitoring Software on standards ISA/IEC 62443-1.	
27	Make	Product should be Make in India	
Battery Specification			
28	Battery type	Sealed Lead Maintenance Free (SMF) VRLA type	
29	Standards & Certifications	ISO 9001, ISO 14001 certified manufacturer, IEC 60896 – 21 & 22	
30	Self-Discharging /depth of Discharge	Less than 1% per week (Low)	
31	Voltage (V)	12 Volt	
32	Capacity(AH)	42 AH	
33	Operating Temperature	5°C to 45°C	
34	State of Charge	90% factory charged. Data sheet to be provided	
35	Date of manufacturing	At the time of supply Batteries shall be of 90 days old or less than that from the date of manufacturing (from the date of work order).	
36	Insulating Boots/ Accessories	Marking black and red color insulating boots to be provided on battery terminal with clear polarity markings.	
37	Float/Boost charging voltage at	27/25 Deg Cent. (PER BATTERY) Between 13.5 V-13.8V. Data sheet to be provided	
38	Container / Enclosure material	Fire / Flame retarded type plastic Enclosure (FR / FRP) or PPCP (Polypropylene Copolymer)	
39	Length	Maximum 200 mm	
40	Width	Maximum 175 mm	
41	Height	Maximum 190 mm	
Others			
42	Test report	From Central Govt. NABL Laboratory viz. CPRI/ ETDC-STQC/ ERTL or any accredited agency	

43	Warranty	3 Years comprehensive onsite OEM Warranty on both UPS and Battery (Product should be Make in India)	

Note:

1. Batteries should be supplied with iron rack and enclosure with powder coated color and required cables.

2. ***All test reports and Certificate should be provided with compliance sheet and should be valid on bid submission end date.***

<u>ITEM No. – 5</u>: 12-volt 65 AH SMF VRLA Batteries (with 3 years onsite warranty)

Sl. No.	Description	Specifications of (12-volt 65 AH SMF VRLA Batteries)	Bidder and OEM Compliance
1	Make and Model		
2	Battery type	Sealed Lead Maintenance Free (SMF) VRLA type	
3	Standards & Certifications	ISO 9001, ISO 14001 certified manufacturer, IEC 60896 – 21 & 22	
4	Self-Discharging /depth of Discharge	Less than 1% per week (Low)	
5	Voltage	12V (Data sheet to be provided)	
6	Operating Temperature	5°C to 45°C	
7	State of Charge	90% factory charged. Data sheet to be provided	
8	Date of manufacturing	At the time of supply Batteries shall be of 90 days old or less than that from the date of manufacturing (from the date of work order).	
9	Insulating Boots/ Accessories	Marking black and red color insulating boots to be provided on battery terminal with clear polarity markings.	
10	Float/Boost charging voltage at	27/25 Deg Cent. (PER BATTERY) Between 13.5 V-13.8V. Data sheet to be provided	
11	Container / Enclosure material	Fire / Flame retarded type plastic Enclosure (FR / FRP) or PPCP (Polypropylene Copolymer)	
12	Warranty	3 Years comprehensive onsite OEM Warranty	
13	Overall height	Maximum 190 mm	
14	Length	Maximum 360 mm	
15	Width	Maximum 175 mm	

Sl. No.	Description	Specifications of (12-volt 65 AH SMF VRLA Batteries)	Bidder and OEM Compliance
16	Weight	Maximum 25 Kg.	
Others			
17	Test report	From Central Govt. NABL Laboratory viz. CPRI/ ETDC-STQC/ ERTL or any accredited agency	

Note: All test reports and Certificate should be provided with compliance sheet and should be valid on bid submission end date.

ANNEXURE-3: PRE-BID QUERIES FORMAT

(to be filled by the bidder)

Name of the Company/Firm:

Bidding Document Fee Receipt No. ___________ Dated___________ for Rs. _____________/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE

(to be filled by the bidder)

To,

Managing Director

RISL, Yojana Bhawan Campus,

Tilak Marg, C-Scheme, Jaipur (Rajasthan)

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date: _______________

Place: _______________

ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION

(to be filled by the bidder)

To,

Managing Director

RISL, Yojana Bhawan Campus,

Tilak Marg, C-Scheme, Jaipur (Rajasthan)

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-6: MANUFACTURER'S AUTHORIZATION FORM (MAF)

(Indicative Format, to be filled by OEM & submitted on OEM's Letter Head only)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan,

C-Scheme, Jaipur-302016 (Raj.)

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

Reference: NIB/ RFP Ref. No. _____________________ dated ________

Sir,

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

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

A. We undertake to provide OEM Warranty for the offered items, as mentioned above, for 5/3 years as per RFP.

   We hereby confirm that the offered items are not likely to be declared as End-of-Sale within next 5 years from the date of bid submission.

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

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

B. We have read the Rule 13 of the Rajasthan Transparency in Public (RTTP) Rules, 2013 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 prior registration with Industries department for bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State.

   *I certify that this bidder/OEM {Name and address of the bidder} is not from such a country which shares land border with India or with beneficial ownership from such country.

   OR

   *I certify that this bidder/OEM {Name and address of the bidder} from such a country which shares land border with India or with beneficial ownership from such country, has been registered with the Competent Authority. Evidence of valid registration by the Competent Authority has been attached herewith.

I/We hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered. We here by declare that we have not been blacklisted in India by any competitive authority for past ten years.

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: ___________________________________

Seal:

ANNEXURE-7: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS

{To be filled by the bidder (On Rs. 500/- Non-judicial stamp paper)}

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan,

C-Scheme, Jaipur-302016 (Raj.)

Reference: NIB No. : ___________________________________ Dated: __________

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

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

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

Authorized Signatory

Name:

Designation:

ANNEXURE-8: COMPONENTS OFFERED – BOM

{To be filled by the bidder and submitted only on Letter Head duly signed by Auth. Sign.)

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

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

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

ANNEXURE-9: SELF-DECLARATION

(To be submitted only on Letter Head duly signed by Auth. Sign.)

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

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-10: COVERING LETTER – TECHNICAL BID

(To be submitted only on Letter Head duly signed by Auth. Sign.)

To,

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

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

Dear Sir,

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

2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.

4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

5. I/We agree to abide by this RFP for a period of 90 days from the closing date fixed for submission of bid as stipulated in the RFP document.

6. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

7. I/ We undertake, for timely establishment of a local office in Jaipur (if the award is made to us) and within 1 months from the date of issue of LoI.

Or (strike out whichever is not applicable)

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

....

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-11: FINANCIAL BID COVER LETTER & FORMAT

(To be submitted only on Letter Head duly signed by Auth. Sign.)

To,

Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan,

C-Scheme, Jaipur (Rajasthan)

Reference: NIB No. : ___________________________________ Dated: __________

Dear Sir,

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

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

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

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

I / We agree to abide by this bid for a period of 120 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format

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

BOQ 1: - UPS Systems (1KVA/2KVA/3KVA)

Sl. No.	Item	Qty.	Unit	Unit Cost in INR (incl. all incidental charges and all Taxes but excl. GST)	GST in INR	Amount in INR (including all taxes) per Unit	Total Amount In INR (Inclusive of GST)
		A	B	C	D	E=C+D	F=E*A
1.	1 KVA Online UPS System with LiFePo4 Batteries with 5 years onsite warranty	7,000	Nos				
2.	2 KVA Online UPS with LiFePo4 Batteries with 5 years onsite warranty	350	Nos				
3.	3 KVA Online UPS with LiFePo4 Batteries with 5 years onsite warranty	50	Nos				
4.	1 KVA Online UPS System with SMF VRLA batteries with 3 years onsite warranty	4,000	Nos				
5.	Total in Figures						
6.	Total in Words						

BOQ 2A: - New Batteries (with 3 years onsite warranty)

Sl. No.	Item	Qty.	Unit	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excl. GST)	GST in INR	Amount in INR (including all taxes) per Unit	Total Amount In INR (Inclusive of GST)
		A	B	C	D	E=C+D	F=E*A
1.	12 volt 65 AH SMF VRLA Batteries	14,000	Nos				
2.	Total in Figures						
3.	Total in Words						

BOQ 2B: - Buy Back Old Batteries (As and where basis)

Sl. No.	Item	Qty.	Unit	Unit Cost in INR (incl. all incidental charges and all Taxes but excl. GST)	GST in INR	Amount in INR (including all taxes) per Unit	Total Amount In INR (Inclusive of GST)
		A	B	C	D	E=C+D	F=E*A
1.	12 volt 84 AH SMF VRLA Batteries	10587	Nos				
2.	12 volt 75 AH SMF VRLA Batteries	25673	Nos				
3.	12 volt 65 AH SMF VRLA Batteries	2630	Nos				
4.	12 volt 7 AH SMF VRLA Batteries	114	Nos				
5.	12 volt 100 AH SMF VRLA Batteries	150	Nos				
6.	Total in Figures						
7.	Total in Words						

Note:

- Above is indicative, however the quantity may increase or decrease at the time of placing the purchase order as per actual.
- The quantities mentioned in financial bid are indicative however, the payments shall be made on actuals. GST shall be paid as applicable at the time of payment.
- The rates quoted for items shall remain valid for a period of one years from the date of signing of rate contract. The rates may further be extended up to one year on same rate.

ANNEXURE-12: BANK GUARANTEE FORMAT

(To be submitted by bidder's bank)

BANK GUARANTEE FORMAT – BID SECURITY

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan, C-Block, C-Scheme, Jaipur-302005 (Raj).

Sir,

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

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

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

2. Now, therefore, we the …………………………………… (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at………………….. (hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said

bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the RISL to recover the said amount of <Rs. ______________ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ………………………(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. ______________ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date ………………… (Signature) ……………………………………….

Place ………………… (Printed Name) ………………………………….

(Designation) ……………………………………

(Bank's common seal) ………………………….

In presence of:

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

(1) ……………………………………

……………………………………

(2) ……………………………………

……………………………………

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:

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

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan, C-Block,

C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s ....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..................................dated ....made between the RISL through …………………… and ....(Contractor) for the work ....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs...................(rupees ....only), we ....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of ....Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs...................(Rupees.................................only) on demand.

2. We................. (Indicate the name of Bank), do hereby undertake to pay Rs................... (Rupees...........................only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We...................... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...................... (Rupees....................only).

3. We......................(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....................(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that

the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We ....(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

8. The liability of us .... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

9. We .... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.

10. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.......................... (Rupees.............................only).

11. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.

12. We .... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

13. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

ANNEXURE-13: DRAFT AGREEMENT FORMAT

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

This agreement is being executed on behalf of Department of Information Technology and Communication, to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of Department of Information Technology and Communication along with invoices of supplied items, although payment will be made by RISL on behalf of said department.

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

This Contract is made and entered into on this ______day of ________, 2026 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s__________________, a company registered under the Indian Companies Act, 1956 with its registered office at _____________________ (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for _________<project title>as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _________ of <NIB No _________________>.

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Letter of Intent vide Letter No. __________________dated________, on which supplier has given their acceptance vide their Letter No.______________dated _____________.

And whereas

The supplier has deposited a sum of Rs. ________________/- (Rupees _________________) in the form of __________________ ref no. _________________ dated ______________ of ____________ Bank and valid up to _____________ as security deposit for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under: -

1. The NIB Ref. No. ____________________________ dated ___________ and RFP document dated _________ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the Letter of Intent no. ____________________ dated _________ will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

Note:

i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
ii. The maximum amount of agreed liquidated damages shall be 10%.

iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.

v. The percentage refers to the payment due for the associated works/ goods/ service/manpower.

6. M/s__________________, have our office at Jaipur at address:___________Phone No:_____ OR undertake to establish local support office in Jaipur within one month of issue of work order
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
8. This agreement is being executed on behalf of Department of Information Technology & Communication (DoIT&C), Jaipur to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of Department of Information Technology & Communication (DoIT&C), Jaipur along with invoices of supplied items, although payment will be made by RISL on behalf of said Department.

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

Signed By:	Signed By:
( ) Designation:, Company:	(Authorized Signatory) RISL, Govt. of Rajasthan
In the presence of:	*In the presence of:*
( ) Designation: Company:	( ) Designation: RISL, Govt. of Rajasthan
( ) Designation: Company:	( ) Designation: RISL, Govt. of Rajasthan

ANNEXURE-14: FORMAT FOR PROJECT REFERENCES

(FOR PRE-QUALIFICATION EXPERIENCE OF BIDDER)

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	
Contact person with address, phone, fax and e-mail:	
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company	
a) No. of UPS Systems: b) No. of Batteries:	

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

ANNEXURE-15: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal No ………of ……………

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

1. Particulars of appellant:
    a. Name of the appellant: <please specify>
    b. Official address, if any: <please specify>
    c. Residential address: <please specify>

2. Name and address of the respondent(s):
    a. <please specify>
    b. <please specify>
    c. <please specify>

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

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

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

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

7. Prayer: <please specify>

Place …………………………………….

Date ……………………………………

Appellant's Signature

ANNEXURE-16 UNDERTAKING FOR OFFICE SETUP

To,

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

Reference: NIB No. : __________________________________ Dated: __________

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

____

____

____

Phone No:

OR

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

Authorized Signatory

Name:

Designation:

Note: Strikeout 1 OR 2 whichever is not applicable

ANNEXURE-17: CERTIFICATE OF CONFORMITY/ NO DEVIATION BY OEM {To be filled by the OEM}

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan,

C-Scheme, Jaipur-302016 (Raj.)

NIB Ref No. ____________________

CERTIFICATE

I/We, (name and address of the manufacturer) are established and reputed manufacturers of _______________having factories at ______________ (addresses of manufacturing locations) do hereby certify that, the specifications of Items (Hardware & Software) as mentioned below:

1.
2.
3.

are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the required specification. These items are being quoted by M/s. ______________________, in compliance to the Technical Specifications mentioned under item no. ____________________________, of RFP.

I/We assure that our equipment/ software will be supported and freely upgraded during the entire Contract/ Project period.

Further, to certify that these items comply with Period of end of sale, Period of end of service and Period of back to back support, updates and patches as specified in RFP.

Also, I/ we have thoroughly read the bidding document and by signing this certificate, I/we hereby submit our token of compliance of above mentioned items and clauses of RFP without any deviations.

Thanking you,

Name of the OEM: -

Authorized Signatory: -

Seal & Sign of the Organization: -

Date:

Place:

ANNEXURE-18: UNDERTAKING ABOUT PICKUP OF OLD BATTERIES AND DISPOSAL AS PER RULES

(to be submitted by the bidder on his Letter head)

Undertaking

1. We undertake that we have picked up all the old material like old batteries and its accessories. The place has also been made clear and all damages (if any) has been repaired.
2. We undertake that we will dispose off all the material as per **Battery Waste Management Rules, 2022 of GoI** notified by Ministry of Environment and Forest and other prevailing rules.
3. The new batteries has been commissioned properly and working fine.

Signature of bidder's representative along with bidder's seal

ANNEXURE-19 : FORM OF BID-SECURING DECLARATION

(On Rajasthan Non-Judicial Stamp Paper worth Rs.500/- + Surcharge on Stamp Paper as per rules)

Form of Bid-Securing Declaration

Date:

Bid No. :

Alternative No. :

To:

……………………

……………………..

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

(a) When we withdraw or modify our bid after opening of bids;

(b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period;

(c) When we fail to commence the supply of the goods or service or execute work as per supply / work order within the time specified;

(d) When we do not deposit the performance security within specified period after the supply / work order is placed; and

(e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity. We understand this Bid Securing Declaration shall expire if:-

(i) We are not the successful Bidder;

(ii) The execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;

(iii) Thirty days after the expiration of our Bid.

(iv) The cancellation of the procurement process; or

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

Signed :------------------

Name :----------------------

In the capacity of :---------

Duly authorized to sign the bid for and on behalf of:

Dated on --------------------- day of ---------------------

Corporate Seal ---------------------

ANNEXURE-20: CERTIFICATE FOR PRIOR REGISTRATION FOR PUBLIC PROCUREMENTS

(to be submitted by the bidder on his Letter head)

To,
{Procuring entity},
______________________________,
______________________________,
______________________________,

Reference: NIB No. ___________________________ dated

I {Name/ Designation} have read the Rule 13 of the Rajasthan Transparency in Public 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 prior registration with Industries department for bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State.

*I certify that this bidder/OEM {Name and address of the bidder } is not from such a country which shares land border with India or with beneficial ownership from such country.

OR

*I certify that this bidder/OEM {Name and address of the bidder } from such a country which shares land border with India or with beneficial ownership from such country has been registered with the Competent Authority. Evidence of valid registration by the Competent Authority has been attached herewith.

I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered.

Thanking you,
Name of the Bidder: -
Authorized Signatory: -
Seal of the Organization: -
Date: Place:

*Please strikeout which is not applicable.

ANNEXURE-21: DECLARATION BY OEM FOR BIDDING

(to be submitted by the bidder on his Letter head)

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location}, are authorized to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -

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

A. We undertake to provide OEM Warranty for the offered items, as mentioned above, for 5/3 (respective to the items required in RFP) years as per RFP.

We hereby confirm that the offered items are not likely to be declared as End-of-Sale within next 5 years from the date of bid submission.

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

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

C. We have read the Rule 13 of the Rajasthan Transparency in Public (RTTP) Rules, 2013 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 prior registration with Industries department for bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State.

*I certify that OEM {Name and address of the OEM} is not from such a country which shares land border with India or with beneficial ownership from such country.

OR

*I certify that OEM {Name and address of the bidder} is from such a country which shares land border with India or with beneficial ownership from such country, has been registered with the Competent Authority. Evidence of valid registration by the Competent Authority has been attached herewith.

I/We hereby certify that OEM {Name and address of the OEM} fulfils all requirements in this regard and is eligible to be considered. We here by declare that we have not been blacklisted in India by any competitive authority for past ten years.

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _______________

Place: _______________

Note: The above OEM to submit the valid OEM authorization certificate (MAF) in favor of other components (for other OEM's UPS/Lithium-ion Battery/SMF Battery) also tor technical eligibility.