

**Single Source RFP for Procurement of Maintenance and Support
Services of existing 'RajKaj' Application**

F4.3(560)/RISL/Tech/2023-01844/3105 dated 25.07.2023

RIS2324SLSS00037 dated 5.07.2023

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at https://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Last Date & Time of Submission of Bid	11/08/2023 up to 03:30 PM
Date & Time of Opening of commercial Bid	11/08/2023 up to 05:30 PM

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

RajCOMP Info Services Limited (RISL)

1stFloor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005(Rajasthan)

Phone: 0141-5103902 Fax: 0141-2228701

Website: <http://risl.rajasthan.gov.in>, Email: procurement.risl@rajasthan.gov.in

TABLE OF CONTENTS

1. INVITATION FOR BID (IFB) AND NOTICE INVITING BID (NIB)	8
2. PROJECT PROFILE & BACKGROUND INFORMATION	10
3. SCOPE OF WORK, TIMELINES AND DELIVERABLES	12
3.1 TECHNICAL SUPPORT	12
3.2 INFRASTRUCTURE SUPPORT	12
3.3 PERFORMANCE MONITORING	13
3.4 TRAINING & IMPLEMENTATION SUPPORT.....	13
3.5 HELPDESK SUPPORT (INCIDENT/ PROBLEM MANAGEMENT)	13
3.6 DEPLOYMENT OF MANPOWER	14
3.7 PROJECT DURATION.....	15
3.8 PROJECT DELIVERABLES, MILESTONES & TIMELINES AND PAYMENT TERMS	16
4. INSTRUCTIONS TO BIDDER (ITB) & BIDDING PROCESS	17
4.1. REASON OF SINGLE SOURCE BIDDING:.....	17
4.2. AVAILABILITY OF TENDER/ BIDDING DOCUMENT	17
4.3. CHANGES IN THE BIDDING DOCUMENT.....	17
4.4. PERIOD OF VALIDITY OF BID	18
4.5. FORMAT AND SIGNING OF BID	18
4.6. COST & LANGUAGE OF BIDDING	19
4.7. ALTERNATIVE/ MULTIPLE BID	19
4.8. DEADLINE FOR THE SUBMISSION OF BID	19
4.9. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BID	19
4.10. OPENING OF BID	20
4.11. SELECTION METHOD.....	20
4.12. CLARIFICATION OF BID.....	20
4.13. EVALUATION & TABULATION OF TECHNICAL BID.....	21
4.14. EVALUATION & TABULATION OF FINANCIAL BID	22
4.15. CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BID	22
4.16. NEGOTIATIONS	23
4.17. EXCLUSION OF BID/ DISQUALIFICATION.....	23
4.18. ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT	23
4.19. INFORMATION AND PUBLICATION OF AWARD	24
4.20. PROCURING ENTITY'S RIGHT TO ACCEPT OR REJECT BID	24
4.21. RIGHT TO VARY QUANTITY	24
4.22. PERFORMANCE SECURITY	25
4.23. EXECUTION OF AGREEMENT	26
4.24. CONFIDENTIALITY	26

4.25. CANCELLATION OF PROCUREMENT PROCESS	26
4.26. CODE OF INTEGRITY FOR BIDDER	27
4.27. CONFLICT OF INTEREST	28
4.28. INTERFERENCE WITH THE PROCUREMENT PROCESS	28
4.29. APPEALS.....	28
4.30. STAY OF PROCUREMENT PROCEEDINGS	30
4.31. VEXATIOUS APPEALS & COMPLAINTS	30
4.32. OFFENSES BY FIRMS/ COMPANIES.....	30
4.33. DEBARMENT FROM BIDDING	ERROR! BOOKMARK NOT DEFINED.
4.34. MONITORING OF CONTRACT	31
5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	32
5.1. CONTRACT DOCUMENTS	33
5.2. INTERPRETATION.....	33
5.3. LANGUAGE	33
5.4. JOINT VENTURE, CONSORTIUM OR ASSOCIATION	33
5.5. SERVICES.....	34
5.6. DELIVERY	34
5.7. NOTICES.....	34
5.8. GOVERNING LAW	34
5.9. SCOPE OF SUPPLY.....	34
5.10. SUPPLIER'S/ BIDDER'S RESPONSIBILITIES	34
5.11. PURCHASER'S RESPONSIBILITIES.....	34
5.12. CONTRACT PRICE	35
5.13. RECOVERIES FROM SELECTED BIDDER	35
5.14. TAXES & DUTIES	35
5.15. COPYRIGHT/INTELLECTUAL PROPERTY RIGHTS (IPR)	35
5.16. CONFIDENTIAL INFORMATION	36
5.17. SUB-CONTRACTING.....	36
5.18. PATENT INDEMNITY.....	37
5.19. LIMITATION OF LIABILITY	37
5.20. CHANGES IN LAWS & REGULATIONS	38
5.21. FORCE MAJEURE	38
5.22. CHANGE ORDERS AND CONTRACT AMENDMENTS.....	39
5.23. TERMINATION	39
5.24. EXIT MANAGEMENT.....	40
5.25. SETTLEMENT OF DISPUTES	44
6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	45
6.1. PAYMENT TERMS AND SCHEDULE	45
6.2. SERVICE LEVEL REQUIREMENTS/ AGREEMENT FOR APPLICATION SUPPORT SERVICES.....	46

7. ANNEXURES**51**

7.1	ANNEXURE-1: RESOURCE DEPLOYMENT DURING THE SUPPORT SERVICES PERIOD	51
7.2	ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE	54
7.3	ANNEXURE-3: SELF-DECLARATION – NO BLACKLISTING	55
7.4	ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION.....	56
7.5	ANNEXURE-5: FINANCIAL BID COVER LETTER & FORMAT.....	57
7.6	ANNEXURE-6: BANK GUARANTEE FORMAT	59
7.7	ANNEXURE-7: BANK GUARANTEE FORMAT – PERFORMANCE SECURITY	62
7.8	ANNEXURE-8: DRAFT AGREEMENT FORMAT	64
7.9	ANNEXURE-9: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012.....	66

ABBREVIATIONS & DEFINITIONS

Act / RTPP Act / RTPP	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012), and Rules, Notifications and Amendments thereto
Authorised Signatory	The bidder's representative/officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm.
BG	Bank Guarantee
Bid/eBid/Proposal	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format.
Bidder/ Selected Bidder/ Implementation Agency/ System Integrator	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procuring entity. M/s Tata Consultancy Services Limited in this bidding document.
Bidding Document/ RFP/Tender	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and include the invitation to bid.
CGST	Central Goods & Service Tax
CMC	Contract Monitoring Committee/ Procurement 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/ Agreement	A contract entered into between the procuring entity and successful bidder concerning the subject matter of procurement.
Contract/Project Period	The Contract Period shall commence from 01.10.2023 and will remain valid for 2 years. It may be extended for one year (as the case may be) on mutual consent.
COTS	Commercial off the Shelf Software is software application which is readily deployable with or without customization to suit the customer's specific process requirements and does not involve developing the application from scratch. COTS Software can be implementable or deployable and maintainable by any vendor other than the manufacturer or agency developed the COTS software.
Day	A calendar day as per GoR/Gol
DMS	Document Management System
DoIT&C, GoR	Department of Information Technology and Communication, Government of Rajasthan
EMS	Enterprise Management System
GoI/ GoR	Government of India/ Government of Rajasthan

Goods	All articles, material, commodities, software, and any other category of goods, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.
ICT	Information and Communication Technology
IGST	Integrated Goods & Service Tax
IHRMS	Integrated Human Resource Management System
IFB	Invitation for Bid (A document published by the procuring entity inviting Bid relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal).
IFMS	Integrated Financial Management System
INR	Indian Rupee
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidder
LD	Liquidated Damages
Lol	Letter of Intent
MSDG	Mobile Services Delivery Gateway
NDA	Non-Disclosure Agreement
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PC	Procurement/ Purchase Committee
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/ Buyer	Person or entity that is a recipient of a service provided by the bidder under a purchase order or contract of sale. Also called buyer or Procuring Entity. In this RFP document, it is Managing Director, RajCOMP Info Services Limited (RISL).
RISL	RajCOMP Info Services Ltd.

RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RSWAN	Rajasthan State Wide Area Network
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity.
SGST	State Goods & Service Tax
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SoW	Scope of Work
SSDG	State Service Delivery Gateway
State Government	Government of Rajasthan
State Public Procurement Portal	http://sppp.rajasthan.gov.in/
TIA	Tender Issuing Authority
TC	Technical Committee
TIN	Tax Identification Number
TPA	Third Party Auditor
UAT	User Acceptance Testing
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BID (IFB) AND NOTICE INVITING BID (NIB)

Reference No	F4.3(560)/RISL/Tech/2023-01844/3105 dated 25.07.2023
Unique Bid No.	RIS2324SLSS00037 dated 5.07.2023
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. Vijay Prakash, System Analyst (Joint Director) Address: 303, IT Building, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: - vijayp.doit@rajasthan.gov.in
Subject Matter of Procurement	Single Source Procurement RFP for Maintenance and Support of existing 'RajKaj' Application
Bid Procedure	Single-stage, Single Part (envelop) Single Source e-Bid procedure through https://eproc.rajasthan.gov.in addressed only to M/s Tata Consultancy Services Ltd.
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	http://eproc.rajasthan.gov.in http://sppp.rajasthan.gov.in
Estimated Procurement Cost	<ul style="list-style-type: none"> INR 14.50 Crores (Rupees Fourteen crores fifty lakhs only) (inclusive of taxes)
Period of Downloading of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> From 25.07.2023 up to 11.08.2023, 3:00 PM
Manner, Start/ End Date for the submission of Techno-commercial Bid	<ul style="list-style-type: none"> Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 01.08.2023 at 10:00 AM End Date: 11.08.2023 at 03:00 PM
Date/ Time/ Place of Bid Opening	<ul style="list-style-type: none"> Date: 11.08.2023 Time 05:30 PM Place: Board Room, RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Submission of Banker's Cheque/ Demand Draft for Processing Fee and Bid Document Fee	RISL Processing Fee: - INR 2,500/- (INR Two Thousand Five Hundred Only/-) To be submitted by 11.08.2023, 2:30 PM at Room No 303, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan)
Bid Validity	180 days from the last date of bid submission
Note: <ol style="list-style-type: none"> Bidder (authorised signatory) shall submit their offer on-line in Electronic formats for financial proposal. However, Banker's Cheque/ Demand Draft for RISL Processing Fees should be submitted physically at the office of the Procuring Entity as prescribed in NIB and scanned copy of same should also be uploaded along with the commercial Bid/ cover. *In case, any of the Bidder fails to physically submit the Banker's Cheque/ Demand Draft for RISL Processing Fee and bid document fee Up to date and time specified above, its Bid shall not be opened. 	

The Banker's Cheque/ Demand Draft for RISL Processing Fee 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, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act 2000 using which they can digitally sign their electronic Bid. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidder who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, Bidder who have registered before 30-09-2011 must register again on <https://eproc.rajasthan.gov.in>
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, Bidder are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidder are also advised to refer "Bidder Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the Bidder on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidder interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The Procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bid.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the Procuring entity and the Implementation Agency.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual Bidder to verify such information) and the information provided therein are intended only to help the Bidder to prepare a logical bid-proposal.
- 10) The provisions of RTPP Act 2012 and Rules and subsequent amendments 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, Rules and Amendments thereto, the latter shall prevail.

Signatory Authority

2. PROJECT PROFILE & BACKGROUND INFORMATION

1. RajKaj Application is an integrated IT platform to enhance office productivity and streamlining internal processes associated with service delivery to end users under the umbrella of Office Automation and HRMS.
2. Overall objective of the RajKaj (Integrated Raj e-Office) Project is to facilitate improved decision-making and operational efficiency by automation of all common process/functions of all Departments and Agencies of Government of Rajasthan.
3. Objective of RajKaj is to act as –
 - One stop place for all employees for all common functions and roles
 - Platform enabling shifting of government processes and transactions from 'traditional offline manual paper' to 'modern online automated' system.
4. The existing implementation agency M/s Tata Consultancy Services Limited (TCS) was selected through an open tender for the development of RajKaj (Integrated Raj e-Office) application suite. M/s TCS developed the RajKaj application based on its COTS product (owned by M/s TCS), the 'DigiGov' platform.
5. The system has been implemented in more than 50,000 offices of 422 organizations in 73 departments across the state and is used by more than 9 lakhs plus employees. More than 9 lakhs plus files and more than 10 lakh leave requests have been successfully processed through the RajKaj system. More than 10 million system transactions have been processed through the RajKaj system. The Rajkaj system is a centralized web-based application that allows Rajasthan government employees to access information over the Internet through their laptops, PCs, and smartphones.

In 2017, the Rajasthan government made it mandatory for all Rajasthan Administrative Service officers to submit their annual performance evaluation report (APAR) on Rajkaj application. From assessment year 2021-22 and in compliance to State budget announcement, it is mandatory for all government employees to submit their APAR annually through the RajKaj application. Till date, more than 6.57 Lakhs of APAR are processed in the system.

From 2018 onwards, the Rajasthan Government has mandatory for all gazetted/ non-gazetted employees to fill the Immovable Property Return (IPR) on yearly basis. Total 21.55 IPRs have been submitted on this system.

Rajasthan is one of the leading State where eFile system has been implemented till Panchayat Samiti / Tehsil level Offices. Till date, more than 10 lakh files have been made online on RajKaj. In addition to the APAR, IPR and e-File modules, many government departments have also implemented other generic modules such as leave Management, No Object Certificate, Cabinet Memos, Govt. Accommodations, Store Management, Store Management etc.

6. Since the entire government is using the RajKaj system, it is critical that the application continues to function. Since the application is developed on DigiGov platform (owned by TCS Limited), any change to the application would affect different components of the application. Therefore, for smooth support services, a sound understanding of the application, its components and underlying platform (DigiGov) is essential.
The current O&M contract with M/s TCS is valid till 30.09.2023.
7. In light of the above, considering the nature and severity of the application and to maintain business continuity, it is imperative to maintain the existing application.
8. The application is complex and critical in nature. Since M/s TCS has been maintaining the application for the last five years and is familiar with the entire system, and DigiGov platform is a proprietary product of TCS, it is intended to procure Application Maintenance and Support services from M/s TCS Limited for the maintenance of current application for a period of two years on single source basis w.e.f. 01.10.2023.

3. SCOPE OF WORK, TIMELINES AND DELIVERABLES

RISL intends to engage M/s TCS for providing Application Maintenance and support services of RajKaj (Integrated Raj e-Office) application for a period of 2 years w.e.f 01/10/2023.

Application Maintenance and Support services shall include the following major activities:

3.1 Technical Support

1. Enhancements & Modifications in the application-modules/application as per requirements.
2. Managing all the Bugs reported in the Application and ensures resolution of the same.
3. Incorporation of department specific requirements (in case change in rules of related processes).
4. Integration with other applications as and when required.
5. Amendment and up-gradation of mobile application as per the requirements.
6. System Testing before deployment of the patches.
7. Support for updating definitions/ patches/ updates/ service packs management of software (newly developed application, COTS Solutions (if any), any third-party tools/ middle ware Software)/web & app server on end-user access device platform.
8. Upgrading DigiGov Framework with the latest version and modify the application as per new framework.
9. Decompose the application in small applications and databases and ensure that all applications are integrated seamlessly with each other.
10. Enhanced reporting and analytics requirement. Development of new reports as and when required.
11. Update System Requirement Document and related user-manuals on regular basis while any changes / modifications are made in the system.
12. Support to security audit team to obtain the Safe to Host Certificate for RajKaj Application (Web & Mobile Application) at-least once in a year. Removal of the vulnerabilities identified during the Safe to Host certification. All costs related to Safe to Host Certification shall be borne by the RISL.
13. Monitor performance of the system and take corrective measure.
14. Data Migration (legacy data porting from various sources), as per requirement.

3.2 Infrastructure Support

1. Extend support to RSDC team for updating definitions/ patches/ updates/ service packs management of software (newly developed application, COTS Solutions, System Software's, any third-party tools/ middleware Software's etc).
2. Provide support to RSDC team in configuration and installation of server and related infrastructure at DC and DR site.
3. Regular review of database to ensure the data consistency.
4. Extend support to RSDC Team for installation/ upgradation of database structure, configuration at time of patch deployment and maintenance of the database(s).

5. Perform preventive maintenance for any performance related issues and periodically optimize database to improve performance of the system.
6. Regular archival of data, as per requirement.

3.3 Performance Monitoring

1. The Implementation Agency shall carry out the performance testing activity (load/ stress/ volume testing) on regular basis or as per the requirement of Purchaser to ensure that the application meets the required speed, scalability and stability requirements under the expected workloads and provide its recommendations for improvement (if any).
2. Ensure smooth functioning of the application under varying load requirements & ensure proper management of:
 - a. Concurrent users
 - b. CPU utilization
 - c. Memory utilization
 - d. Network utilization

3.4 Training & Implementation Support

1. Operational Training to Helpdesk staff-
 - a. The M/s TCS shall ensure a proper hands-on training to the team of selected trainers and Help Desk staff designated by Purchaser on the software solution developed, to make them well conversant with all the functionalities, features and processes built, added in the RajKaj (Integrated Raj e-Office Application) during the entire contract period.
 - b. Training shall be conducted either at Purchaser office in Jaipur or any other location identified by Purchaser. Training may be divided into multiple sessions as per the need and requirement of the project/ application. The expense towards TA/ DA shall be borne by RISL as per Govt. rules.
 - c. The requisite training infrastructure like training space, computers, projector with screen and connectivity to Server shall be provided by Purchaser.
2. Support to user department in preparation of Preliminary data (Department/ office/Section/Designation level) configuration requirements.
3. Regular Updation and publication of user-manuals/help-files.

3.5 Helpdesk Support (Incident/ Problem Management)

1. The issues/enhancement requests shall be handled through a call-log system. The call log system shall be accessible online on web. The Helpdesk Supervisor/manager shall prepare and maintain a monthly report for call logs in the system with proper status and remarks.
2. The Helpdesk Supervisor /Manager deputed by implementing agency shall be responsible for overall coordination between various stakeholders for helping them with any initial level queries and further assignment/ escalating the problem to designated technical team.
3. The Helpdesk Supervisor/Manager shall work closely with Helpdesk staff designated by the purchaser and help them to extend the functional and technical support to end user.

3.6 Deployment of Manpower

1. M/s TCS shall deploy the team (as per Annexure-1) w.e.f 01/10/2023 till the end of O&M contract period.
2. The deployed team shall be responsible to sincerely work on the identified areas and ensure timely completion of project milestones including deliverables, if any.
3. Prior to deployment on the designated positions, RISL may conduct the interview to examine the personnel. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project. RISL shall also conduct a periodic assessment and closely review/ monitor the progress of the project/ works. In exception conditions or in urgency of work, the resources shall work on extended office hours/ holidays to ensure the timely completion of work.
4. The deployed Team should have adequate expertise and hands-on experience in respective technical domain of operation and maintenance and should be fluent in English and Hindi.
5. All the resources should be equipped with Laptop consisting all the software's/tools. Purchaser will provide only a seating space, network with necessary furniture to on-site resources.
6. M/s TCS Limited would be responsible to retain the deployed manpower for the entire Contract/ Project duration. The replacement of manpower after deployment shall generally be not allowed. However, if felt necessary replacement will be allowed (without penalty) only in case,
 - a. The resource leaves the organization by submitting resignation with the present employer
 - b. Demise of the resource or any other act of God
 - c. Due to poor health conditions of self/ parents/ wife/ children's (supported by certificate issued by Doctor) etc.

In all such cases, the requisition for replacement should be submitted along with the reason for leaving, duly certified by HRD of the M/s TCS. All such event shall be notified 60 days prior to RISL in writing, in accordance with the SLA mentioned in the RFP.

7. It is responsibility of M/s TCS, to scale up the technical team as and when required to confirm smooth project execution throughout the duration.
8. The Purchaser reserves the right to vary the number of resources or man-units to the extent of -50% to +50%. In such a case, the net payable amount for additional/reduced manpower for that period shall be calculated as per quoted Rate & Penalty Calculation. All such events will be notified to M/s TCS prior 60 days by issuing the notice.
9. In case M/s TCS fails to deploy the resources fully or partially as per Annexure-1 of this RFP, penalties will be imposed as per the SLA.

3.7 Project Duration

1. The complete duration of the application maintenance services of RajKaj (Integrated Raj e-office) project will be 2 years w.e.f 01/10/2023.
2. The contract duration may be extended up to for another year on mutual terms and conditions accepted by both TCS and RISL.

3.8 Project Deliverables, Milestones & Timelines and Payment Terms

Table 3.1: Project Deliverables, Milestones & Timelines and Payment Terms					
S. No	Scope of Work (I)	Activity/ Milestone (II)	Deliverable (III)	Delivery Schedule (in days) (IV)	Payment Terms (V)
1.	Application Maintenance and Support	Activities mentioned in section 3.1 – 3.6	<ul style="list-style-type: none"> • System Requirement Document and related user-manuals • Release Notes • Attendance Record of Deployed Team • Quarterly SLA attainment reports as per SLAs mentioned in Section 6.2 • Safe to Host Certificate (Yearly during entire contract period) 	Quarterly	Quarterly Payment shall be made post completion of the quarter, on quoted man-month rate for deployed resources & duration only

4. INSTRUCTIONS TO BIDDER (ITB) & BIDDING PROCESS

4.1. Reason of Single Source Bidding:

The subjected services (Maintenance and Support services of RajKaj) are being procured on single source basis from M/s TCS on account of following provisions of RTTP act –

31. Single Source Procurement – (1) A procuring entity may choose to procure the subject matter of procurement by the method of single source procurement, if-

- a. The subject matter of procurement is available only from a particular prospective bidder, or a particular prospective bidder has exclusive rights in respect of the subject matter of procurement, such that no responsible alternative or substitute source exists, and the use of any other procurement method would therefore not be possible.*
- b. The procuring entity, having procured goods, equipment's, technology or services from a supplier, determines that additional supplies or services must be procured from the supplier for reasons of standardization or because of the need for compatibility with existing goods, equipment's, technology or services*

4.2. Availability of Tender/ Bidding Document

1. The bidding documents shall be available to download from the date of publication of Notice Inviting Bid (NIB) and shall be stopped on the date & time as specified in NIB. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidder shall be permitted to download the bidding document from the websites.

4.3. Changes in the Bidding Document

1. At any time, prior to the deadline for submission of Bid, 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.
2. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bid, extend such time limit in order to allow the bidder sufficient time to take into account the clarification or modification, as the case may be, while submitting Bid.
3. The 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 Bid, when changes are made to the bidding document by the Purchaser:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4.4. Period of Validity of Bid

1. Bid submitted by the bidder 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.
2. Prior to the expiry of the period of validity of Bid, the procuring entity, in exceptional circumstances, may request the bidder 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.

4.5. Format and Signing of Bid

1. Bidder must submit their Bid online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
2. All the documents uploaded should be digitally signed with the DSC of authorized signatory.
3. A Single stage – Single part / cover eBid procedure shall be followed for the submission of required documents/ undertaking along with financial (BoQ) as per RFP.
4. The bid shall include the following documents: -

Table 4.1: Bid Documents		
S. No.	Documents Type	Document Format
Fee Details		
1.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
General Documents		
2.	Bidder's Authorization Certificate	As per Format given at Annexure-2
3.	Copy of board resolution/ Power of Attorney in favour of person signing the Letter of Authority as above	Power of Attorney/ Copy of board resolution
4.	Self-Declaration	As per Annexure-3
5.	Certificate of Conformity/ No-Deviation	As per Annexure-4
Financials - BoQ		
6.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory (as per Annexure-5)
7.	Price Bid	As per Annexure-5, BoQ (.XLS) on e-Procurement website of Govt. of Rajasthan

5. The bidder should ensure that all the required documents, as mentioned in this RFP/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 proposal submitted by the bidder.

4.6. Cost & Language of Bidding

1. 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.
2. 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.

4.7. Alternative/ Multiple Bid

Alternative/ Multiple Bid shall not be considered at all.

4.8. Deadline for the submission of Bid

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

4.9. Withdrawal, Substitution, and Modification of Bid

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

4.10. Opening of Bid

1. The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidder or their authorised representatives who choose to be present.
2. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
3. The committee shall note down the name of bidder's representatives attending the opening of Bid and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidder 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 Bid.
4. All the documents comprising of Bid response shall be opened & downloaded from the e-Procurement website (only for the Bidder who have submitted the prescribed fee(s) to RISL).
5. The committee shall conduct a preliminary scrutiny of the opened Bid to assess the prima-facie responsiveness and ensure that the:-
 - a. bid is accompanied by processing fee;
 - 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.
6. No Bid shall be rejected at the time of Bid opening except the Bid not accompanied with the proof of payment or instrument of the required price of processing fee.

4.11. Selection Method

Being a single source method, the bid may be accepted for its financial quote or agreed price after negotiations, as the case may be.

4.12. Clarification of Bid

1. To assist in the examination, evaluation, comparison and qualification of the Bid, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
2. 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.
3. 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 Bid.

4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

4.13. Evaluation & Tabulation of Technical Bid

1. Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document including all necessary certifications and documents as mentioned in table 4.1 of point 4.5 – “Format and Signing of Bid” above.
- 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 Bidder presenting responsive Bid.
- 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.

2. Non-material Non-conformities in Bid

- a. The bid evaluation committee may waive any non-conformity in the Bid that does 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, CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

4.14. Evaluation & Tabulation of Financial Bid

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

1. For single part/ cover Bid system, where Bid is received in single cover along with requisite processing fee within specified time, it shall be considered for financial evaluation by the Bid evaluation committee;
2. conditional bid are liable to be rejected;
3. the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
4. the offers shall be evaluated by the committee before and after negotiations, as the case may be.
5. the members of Bid evaluation committee shall give their recommendations below the table regarding acceptance of the Bid and sign it.
6. it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

4.15. Correction of Arithmetic Errors in Financial Bid

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

1. 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;
2. 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
3. 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 (1) and (2) above.

4.16. Negotiations

1. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
2. The bidder shall be informed in writing either through messenger or by registered letter or by e-mail (if available) notifying date/time of negotiation meeting(s).
3. 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.
4. In case the rates even after the negotiations are considered very high, the bid process may be cancelled and/or fresh Bidding process may be initiated.

4.17. Exclusion of Bid/ Disqualification

1. A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - b. 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;
 - c. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
2. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
3. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. Published on the State Public Procurement Portal, if applicable.

4.18. Acceptance of the successful Bid and award of contract

1. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, 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.
2. Decision on Bid shall be taken within original validity period of Bid 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.

3. Before award of the contract, the procuring entity shall ensure that the price quoted bidder is reasonable and consistent with industry standard and required quality.
4. The procuring entity shall award the contract to the bidder, once 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 Bidder in the bidding document for the subject matter of procurement.
5. Prior to the expiration of the period of bid validity, the procuring entity shall inform the bidder, in writing, that its Bid has been accepted.
6. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the successful bidder by registered post or email and asked to execute an agreement, in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents.
7. If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

4.19. Information and publication of award

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

4.20. Procuring entity's right to accept or reject Bid

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

4.21. Right to Vary Quantity

1. 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.
2. The Purchaser reserves the right to vary the number of resources or man-units to the extent of -50% to +50%. In such a case, the net payable amount for additional/reduced manpower for that period shall be calculated as per quoted Rate & Penalty Calculation. All such events will be notified to M/s TCS prior 60 days by issuing the notice.

4.22. Performance Security

1. Prior to execution of agreement, Performance security shall be solicited from successful Bidder.
2. Bidder shall submit the Performance Security Deposit within fifteen days of issue of Letter of Intent (LOI) as per the terms and conditions of the bidding document. The amount of performance security shall be 5% of total contract value.
3. Bidder may seek the time extension in case if bidder is unable to timely submit the Performance Security Deposit.
4. Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
5. Performance security furnished in the form specified in clause [b.] to [d.] of (3) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
6. Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for Bidder, specified in the bidding document.
7. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
8. No interest shall be payable on the PSD.

4.23. Execution of agreement

1. The procurement contract shall come into force from 01/10/2023.
2. 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 dispatched to the bidder.
3. Bidder may seek the time extension in case if bidder is unable to timely submit the Agreement.
4. If the bidder fails to sign a written procurement agreement or fails to furnish the required performance security within specified period or extended period (if any), the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act.
5. The bidder will be required to execute the agreement on a non-judicial stamp paper of specified value at its cost and to be purchase from anywhere in Rajasthan only.
6. After signing of procurement contract/ agreement and submission of required performance security, The Purchaser will issue the work order to successful bidder.

4.24. Confidentiality

1. Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, the Purchaser shall not disclose any information if such disclosure, in its opinion, is likely to : -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of Bidder;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
2. The Purchaser shall treat all communications with bidder related to the procurement process in such manner as to avoid their disclosure to competing bidder or to any other person not authorised to have access to such information.
3. The Purchaser may impose on bidder 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 (1) above.
4. In addition to the restrictions specified above, the Purchaser, 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.

4.25. Cancellation of procurement process

1. 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.

2. A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (5) and (6) below.
3. The procuring entity shall not open any Bid or proposals after taking a decision to cancel the procurement and shall return such unopened Bid or proposals.
4. The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all Bidder that participated in the procurement process.
5. 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.
6. If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. Rescind (cancel) the relevant contractor forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

4.26. Code of Integrity for Bidder

1. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
2. The code of integrity include provisions for: -
 - a. Prohibiting
 - i. Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;

- b. disclosure of conflict of interest;
 - c. Any disclosure applicable as per RTPPA and rules thereto.
3. 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 as per RTPPA and rules thereto.

4.27. Conflict of Interest

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

1. they have controlling partners in common;
2. they receive or have received any direct or indirect subsidy from any of them;
3. they have the same legal representative for purposes of the bid;
4. 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;
5. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as bidder/authorized partner, in more than one bid; or
6. 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 bidder shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Lead for the contract.

4.28. Interference with the Procurement Process

A bidder, who: -

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

4.29. Appeals

1. Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a

period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

- a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings.
 - b. Provided further that in case a procuring entity evaluates the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose Bid is found to be acceptable.
2. The officer to whom an appeal is filed under (1) 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.
 3. If the officer designated under (1) above fails to dispose of the appeal filed under that sub-section within the period specified in (2) 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 (2) above or of the date of receipt of the order passed under (2) above, as the case may be.
 4. The officer or authority to which an appeal is filed under (3) 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:
 5. The officer or authority to which an appeal may be filed under (1) or (4) above shall be :
 - First Appellate Authority: Chairman, RISL
 - Second Appellate Authority: Secretary (Budget), Finance Department, GoR
 6. Form of Appeal:
 - a. Every appeal under (1) and (3) above shall be as per Annexure-9 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
 7. Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be INR 2000/- and for second appeal shall be INR 10,000/-. This fees shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
 8. Procedure for disposal of appeal:

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall:
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
9. 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.

4.30. Stay of procurement proceedings

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

4.31. Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

4.32. Offences by Firms/ Companies

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

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

2. Notwithstanding anything contained in (1) 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.
3. For the purpose of this section:
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
4. Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

4.33. Monitoring of Contract

1. 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.
2. During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of service is to be obtained continuously or is batched. If the entire 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.
3. 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.
4. 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.
5. 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.
6. The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of the Purchaser.

5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Bidder should read these conditions carefully and comply strictly while sending their Bid.

Definitions

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

1. "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.
2. "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
3. "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.
4. "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.
5. "Day" means a calendar day.
6. "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.
7. "Deployment" means posting Bidder resources for providing services as detailed in the Tender document as fulfil the contractual obligations as per the agreed contract.
8. "Services" means the services incidental to enhancement, development, operation and maintenance, training, integration, testing of the application/s, etc.
9. "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
10. "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom execution of any part of the related services is subcontracted by the successful/ selected bidder.
11. "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.
12. "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.

5.1. 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.

5.2. Interpretation

1. If the context so requires it, singular means plural and vice versa.
2. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the 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.
3. 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.
4. Non-waiver: Subject to the condition (6) 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.
5. 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.
6. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

5.3. Language

1. 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.
2. The successful/ IA shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5.4. Joint Venture, Consortium or Association

Joint Venture, Consortium or Association is not allowed.

5.5. Services

For purpose of this clause, the term “Services” incidental to enhancement, development, operation and maintenance, training, integration, testing of the application/s, etc.

5.6. Delivery

1. Subject to the conditions of the contract, the delivery of the services shall be in accordance with the delivery and completion schedule specified in the bidding document.
2. The contract for the supply/ services can be repudiated at any time by the purchase officer, if the services are not delivered to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

5.7. Notices

1. 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.
2. A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

5.8. 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.

5.9. Scope of Supply

1. Subject to the provisions in the bidding document and contract, the services to be supplied shall be as specified in Scope of Work section of the bidding document.
2. 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 services as if such items were expressly mentioned in the Contract.

5.10. Supplier’s/ Bidder’s Responsibilities

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

5.11. Purchaser’s Responsibilities

1. Whenever the supply services require that the selected bidder obtain licenses, permits, approvals, etc., the Purchaser shall, if so required by the Selected Bidder, make its best effort to assist the Selected Bidder in complying with such requirements in a timely and expeditious manner.
2. The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

5.12. Contract Price

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

5.13. Recoveries from Selected Bidder

1. Recovery of liquidated damages, short supply, breakage, rejected articles etc. shall be made ordinarily from bills.
2. Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the selected bidder along with amount of penalties shall be recovered from his dues and security deposit available with the department.
3. The balance, if any, shall be demanded from the Selected Bidder and when recovery is not possible, the Purchase Officer shall take under Rajasthan PDR Act or any other law in force.

5.14. Taxes & Duties

1. The TDS, GST, etc. if applicable, shall be paid / deducted at source from the payment to the Selected Bidder as per the law in force at the time of execution of contract.
2. 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.
3. 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.
4. 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 selected bidder to benefit from any such tax savings to the maximum allowable extent.

5.15. Copyright/Intellectual Property Rights (IPR)

1. 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 Govt. of Rajasthan. In case, if the bidder proposes to use its Pre-Existing IP, then the IP will remain with the bidder whereas only customized code along with its IP rights will remain with RISL.

5.16. Confidential Information

1. The Purchaser and the 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.
2. The 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 Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.
3. The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the 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.
4. The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - a. the Purchaser or Selected Bidder need to share with the Purchaser or other institutions participating in the Contract;
 - b. now or hereafter enters the public domain through no fault of that party;
 - c. 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
 - d. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
5. 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.
6. The provisions of this clause shall survive term of the resultant contract and five (5) years after completion or termination, for whatever reason, of the Contract.

5.17. Sub-contracting

1. Unless otherwise specified in the Contract, the Selected Bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of the Purchaser.
2. 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 Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

3. Subcontracts, if permitted, shall comply with the provisions of bidding document and/ or contract.

5.18. Patent Indemnity

1. The Selected Bidder shall, subject to the Purchaser's compliance with sub-clause (2) 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 hereunder.

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 Selected Bidder, pursuant to the Contract.

2. 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 Selected Bidder a notice thereof, and the 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.
3. If the 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.
4. The Purchaser shall indemnify and hold harmless the 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 selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

5.19. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

1. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this

exclusion shall not apply to any obligation of the Selected bidder to pay penalties to the Purchaser; and

2. the aggregate liability of the Selected Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount paid to selected bidder by the purchaser in the preceding twelve months under that applicable work that gives rise to such liability, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Selected Bidder to indemnify the Purchaser with respect to patent infringement.

5.20. Changes in Laws & Regulations

1. Unless otherwise specified in the Contract, if after the date of the Invitation for Bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the selected bidder has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

5.21. Force Majeure

1. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the 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 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.
2. If a Force Majeure situation arises, the selected bidder shall promptly notify the Purchaser in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by the Purchaser, the selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
3. The Selected bidder shall not be liable for forfeiture of its PSD 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.
4. 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 repercussions on either side.

5. In the event the contract is terminated due to Force Majeure, the selected bidder shall be paid for all the goods delivered and services rendered up to the effective date of termination.
6. In case a Force Majeure situation occurs with the Purchaser, the Purchaser may take the case with the selected bidder on similar lines.

5.22. Change Orders and Contract Amendments

1. The Purchaser may at any time order the selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract where the goods & services are to be provided by the Selected Bidder.
2. Prices to be charged by the 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 Selected Bidder for similar services.

5.23. Termination

1. Termination for Default

- a. 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 selected bidder, terminate the contract in whole or in part: -
 - i. If the 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
 - ii. If the 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
 - iii. If the 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.
 - iv. If the selected bidder commits breach of any condition of the contract.
- b. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- c. 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.

2. Termination for Insolvency

RISL may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the 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.

3. Termination for Convenience

- a. RISL, by a written notice of at least 30 days sent to the 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 selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- b. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- c. The services that are complete and ready for deliver within twenty-eight (28) days after the selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining services, the Purchaser may elect:
 - i. To have any portion completed and delivered at the Contract terms and prices; and/or
 - ii. To cancel the remainder and pay to the selected bidder an agreed amount for partially completed Services.

5.24. Exit Management

1. Preamble

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

2. Transfer of Assets

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

- b. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
 - c. 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 RISL or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
 - d. Upon service of a notice, as mentioned above, the following provisions shall apply:
 - i. 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.
 - ii. 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.
 - iii. 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 (if any) supplied by selected bidder to RISL.
 - iv. 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 this bidding document without prior written notice and approval of RISL. Supplied hardware (if any), software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
3. Cooperation and Provision of Information during the exit management period
- a. 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.
 - b. 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.

4. 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:

- a. Documentation relating to Intellectual Property Rights;
- b. Project related data and confidential information;
- c. 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
- d. 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).
- e. 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.

5. Transfer of certain agreements

- a. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
- b. 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.

6. General Obligations of the selected bidder
 - a. 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.
 - b. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
7. Exit Management Plan
 - a. 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.
 - b. 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
 - c. 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
 - d. 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.
 - e. 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.
 - f. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
 - g. 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.
 - h. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
 - i. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
 - j. It would be the responsibility of the selected bidder to support new operator during the transition period.
8. Training, hand-holding and knowledge transfer
 - a. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL in the last 3 months of the project duration.

- b. The selected bidder shall hold operational hand-holding sessions on the Comprehensive Procurement Solution with the designated officers/staff members, so that RISL can continue with the Comprehensive Procurement Solution even after selected bidder exits the project.

5.25. Settlement of Disputes

1. Any dispute arising out of contract shall be settled as per the provision of India Arbitration and Conciliation Act, 1996.

6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

6.1. Payment Terms and Schedule

1. Payment schedule - Payments to the selected bidder, after successful completion of the target milestones (including specified project deliverables), would be made as per clause 3.8
2. Any delay in the approval of the deliverable(s) submitted by the selected bidder to the Purchaser shall not account for the delay on selected bidder.
3. The selected bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
4. Due payment shall be made by the purchaser, after submission of an invoice, required deliverables and on request for payment by the selected bidder.
5. Subject to the performance as per SLA, payments shall be made promptly by the Purchaser
6. The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
7. All remittance charges will be borne by the selected bidder.
8. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
9. 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.
10. Estimated total number of resources (As per Annexure-1) may be increased or decreased (in any combination of resource categories) any time during the contract period. Payment towards deployed resources will be made on the basis of the number of resources deployed (in resource categories) in a quarter and quarterly attendance record submitted by selected bidder.
11. Advance Payments will not be made.
12. Payment towards Travel related expenditure:

It has been envisaged that the Deployed Team might need to undertake site visit / meet various Government offices within the State (Outside Jaipur) to organize training programs and provide handholding support (if required) for successful operation of the system. The payment towards expenditure incurred on travelling shall be reimbursed as per the provisions of travelling rules of Government of Rajasthan.
13. Any penalties, as applicable, for delay and non-performance, as per the criterion mentioned in this bidding document, will be deducted from the payments for the respective milestones.
14. All Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations at the time of making payments to the selected bidder.

6.2. Service Level Requirements/ Agreement for Application Support Services

1. Purpose & Duration of SLA

The purpose of SLA is to clearly define the levels of service which shall be provided by the selected bidder to the Purchaser for the duration of this project. The purpose of the SLA is to enforce a contract between the selected bidder and the Purchaser. The SLA would come into effect from the date of signing of contract till the end of contract period of the project i.e. 3 years. The selected bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines, quality and availability of services.

For purpose of this Service Level Requirement, the following terms shall have the meanings set forth below:

- **“Uptime”** shall mean the time period for which the specified services / components with specified technical and service standards are available to the State and user Departments. Uptime, in percentage, of any component (Non-IT & IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$

- **“Downtime”** shall mean the time period for which the specified services / components with specified technical and service standards are not available to the State and the user Departments. It excludes the Scheduled outages planned in advance for application infrastructure and the link failures, RSDC Hosting servers Infrastructure issues.
- **“Technical Support”** the bidder shall be responsible for providing timely troubleshooting, updates, patches, upgrades, and bug-fixes including additional customization & configuration requirements as per the directions of RISL during the entire contract period i.e. 2 Years wef 01.10.2023.
- **“Response Time”** shall mean the time interval between the time the incident is reported to the helpdesk and the time it is assigned for resolution.
- **“Resolution Time”** shall mean the time taken (after the issues has been reported at the Helpdesk), in resolving (diagnosing, troubleshooting and fixing). The resolution time shall vary based on the severity of the issue reported at the Helpdesk. The severity would be as follows:
 - ✓ **Critical:** Issue which impact the overall solution like outage of the system and which has a high impact on service delivery to end user of respective Departments. No workaround is available. Any issue which is affecting a majority of users (over 80% of users including concurrent users).
 - ✓ **Medium:** Issue which impact a limited number of users. The main application at RSDC is available but the productivity of a limited number of users is getting affected. For e.g. the application is up and running but certain users are unable to login/ access/ submit service requests etc. Issues whose resolution requires replacement of hardware or software parts, requiring significant interruption in working of that individual component. Acceptable work around is available. For example, installation of operating system, patches etc.

- ✓ **Low:** Issues whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component.

2. Service Window

The System (Web Application) shall be available 24*7 during entire contract period.

- a. The service window for the Downtime Penalty Calculation shall be as follows:

Table 6.1: Service window for Downtime Penalty Calculation		
1	Prime Business Hours (PBH)	8:00AM to 8:00PM, 12Hours (Monday to Saturday)
2	Non-Prime Business Hours (NPBH)	<ul style="list-style-type: none"> ○ 8:00PM to 8:00AM, 12Hours (Monday to Saturday) ○ 24 Hours (On, Sundays and Gazetted Holidays)

3. Dependencies

The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected bidder or due to reasons attributable to the Purchaser or third parties, the selected bidder would not be penalized. For example, if uptime of a particular equipment/ application is desired and this is due to non-availability of power/network etc (which is beyond the scope/control of selected bidder), then the time period during which a service was unavailable would be removed while calculating the uptime.

4. Monitoring & Evaluation

The selected bidder shall provide and make use of following system for monitoring and evaluation:

Table 6.2: SLA Monitoring		
S.No.	SLA Report	Reporting System
1	Down Time of system (Application software)	Through Enterprise Management System (EMS) application available at RSDC
2	Delay in providing technical support	Through the Helpdesk Call Management System
3	Team Attendance Report	Attendance Register (Onsite and offshore)

5. Review Committee and Review Mechanism

The designated review committee/ members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the selected bidder. The review would include but not limited to: -

- a. Service provided during the review period
- b. Major incidents during the review period
- c. Issues that remain pending
- d. Review of Change requests / variation and progress for enhancements
- e. Future events or business developments that will affect the Service

- f. Review any potential changes required to the SLA
- g. Agree items for submission to the executive decision making
- h. Review schedules for Services provided.

6. Working Hours/Days

The proposed services shall be normally manned for a period of 8-10 Hrs each day (excluding holidays/ Weekly-off as per Government of Rajasthan Calendar) throughout the entire contract period or as decided by the Office of Tendering Authority. But in exception condition or in urgency of work, the support and services might be required on Sunday & holidays.

7. Penalty Clauses

If the selected bidder fails to deliver the required services due to reasons attributable to selected bidder like non-accessibility of the application, resolution of issues, non-availability of the manpower, etc. the cumulative penalty, as applicable, would be imposed, as mentioned below, while processing the payment for the respective milestone.

a. Penalty for Downtime of Application Software

Table 6.3: Penalty for Downtime			
S. No	Measurement Parameter	Cumulative Downtime in a Quarter	Penalty (On Applicable Quarterly O&M Payment)
1	Cumulative Number of hours the system (Web Application) is non-functional / non-accessible / non-available / non-responsive in each case of outage	0-2 Hours	No Penalty
2		>2-6 Hours	2%
3		>6-12 Hours	4%
4		>12-24 Hours	6%
5		>24-36 Hours	8%
6		>36 Hours	10%

Note:

- *The penalty shall be calculated above the permissible downtime hours for maintenance or other reasons as approved by the Purchaser.*
- *Downtime Calculation Method (Call log time to resolution time)*
 - a. *Prime Hours*
 - i. *Total duration of incident resolution (e.g. Incident log time 10:00 AM and Resolution time 11:30 AM then 1 hour 30 minutes will be considered as down time.)*
 - b. *Non-Prime Hours*
 - i. *Total downtime duration during non-prime hours / 4 (e.g. Incident log time 6:00 AM and Resolution time is 8:00 AM then 30 minutes will be considered as down time)*

c. *In case of overlapping in prime and non-prime hours (e.g. Incident log time 7:00 AM and Resolution time is 9:00 AM then 1 hour 15 minutes will be considered as down time)*

b. Penalty for delay in resolution time:

For incidents like defect/ bug fixing in the software, content updation, etc.

Table 6.4: Penalty for Delay in Resolution Time				
S. No	Type of Incident	Response Time	Resolution Time	Penalty for delay in resolution time
1	Critical	15 Minutes from call logged	<= 4 Hours	Rs 2000 per incident per hour delay
2	Medium	30 Minutes from call logged	<=1 day from the time of incident logged *	Rs 1000 per incident per day
3	Low	45 Minutes from call logged	<=3 days from the time of incident logged *	Rs 500 per incident per day
<ul style="list-style-type: none"> • One Day = 24 Hours from the time of incident logged • Actual duration of resolution during prime hrs and/or resolution duration during non-prime hours/4 (Refer Downtime Calculation Method of Table 6.3) 				

c. Penalty for non-availability of deployed personnel/ resources/ manpower and replacement of resource during contract Period

A maximum of 18 leaves per year (4.5 per quarter on pro-rata basis) shall be allowed for resource deployed. In case resource needs to take off/leave from the duty, he/she has to take due approval from the designated officer of the Purchaser. In case, the total leaves taken in a year by resource deployed is less than 18, than the balance leaves will be carry forward to next year. In case, total number of leaves exceed the maximum allowed leaves, or in case of short supply of resources (including late supply of a resource initially or a late replacement of a resource) during entire project period, penalty as mentioned below shall be levied:

Table 6.5: Penalty for non-availability (no. of days)
<p>Non-availability of any resource per day (beyond the allowed leaves per quarter) shall attract a penalty of amount equivalent to:</p> <p>1.5 X Amount payable per day (as per quoted man-month rate) x number of days of non-availability/ absenteeism of the respective resource</p>

Table 6.6: Penalty for replacement of resource

Replacement of any resource shall attract a penalty of amount equivalent to 50% of the quoted man-month rate for respective resource.

- i. In case of non-supply or absence of a resource or non-acceptance of a resource by the Purchaser, for a period more than 45 days, the same shall lead to "Non Performance".
- ii. The replacement of a Technical Team by the selected agency after deployment shall generally be not allowed. However, if felt necessary, replacement will be allowed (without penalty) only in case,
 1. The resource leaves the organization by submitting resignation with the present employer
 2. Demise of the resource or any other act of God
 3. Due to poor health condition of self / parents / wife / children (supported by certificate issued by Doctor) etc.In all such cases, the requisition for replacement should be submitted along with the reason for leaving duly certified by HRD of the selected bidder.
- iii. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline, behaviour and/or performance) the selected bidder may be asked to replace the deployed resource within 15 days from the issuance of letter from RISL.
- iv. The new resource (replacing resource) will be accepted by the purchaser only if he fulfils the minimum eligibility criteria as per RFP
- v. The outgoing resource, before leaving the place/ project/ organization should complete the knowledge transfer with the replacing resource at no cost to RISL.
- d. Considering that the deployed resources would have access to confidential and proprietary information of All Departments and Employees of Rajasthan, TCS shall be required to submit a Non-Disclosure Agreement (NDA). RISL will share the Non-Disclosure Agreement with the selected bidder prior to signing the agreement.
- e. The review committee shall thoroughly examine the case for calculation of penalty and reasons thereof. Delay in performance/ delivery of services for reasons non-accountable to the selected bidder or due to reasons beyond control, may be dealt with accordingly.
- f. The maximum total penalty in any quarter shall not be more than 10% of the total amount due for the quarter.
- g. In case of non-availability of more than 5 resources in a day for 5 times in a month without permission from designated officer of the Purchaser, payment due for that quarter may not be made. Additionally, penalties as mentioned above for non-availability of resources (as applicable) shall be levied.

The Purchaser may also forfeit the Performance Security Deposit and may also debar the selected bidder from bidding (for all types and form of Bid) for at least three years in RISL and DoIT&C.

7. ANNEXURES

7.1 ANNEXURE-1: RESOURCE DEPLOYMENT DURING THE SUPPORT SERVICES PERIOD

Table 7.1: Resource Details

S. No.	Role	Minimum Education Qualification	Resource on Bidder's payroll	No. of Resource (Onsite)	No. of Resource (Offshore)
1.	Project Manager cum Solution Architect	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA or higher degree in IT • Having at least 7 + years of post-qualification relevant work experience in design and development of IT applications • 5+ years of project management experience working through the design, development, release (SDLC) cycle delivering software application projects & should have managed the projects in following technologies: <ul style="list-style-type: none"> ○ RDBMS (SQL, Oracle) ○ Web Technology: J2EE /Advanced Java/Microsoft .Net etc. • Must have good understanding of Government Processes and IT automation initiatives in e-Governance Domain 	Mandatory	1	0
2.	Database Administrator	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA or higher degree in IT • 5+ years of post-qualification relevant work experience in database management and administration • Oracle/Microsoft certified Database Administrator 	Mandatory	1	1
3.	System Administrator	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA or higher degree in IT • 5+ years of post-qualification relevant work experience in System Administration 	Mandatory	1	0
4.	Business Analyst	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA or higher degree in IT • 5+ years of post-qualification relevant work experience in design and development of IT applications • 3+ years of experience in requirement gathering & analysis, capturing existing 	Mandatory	3	0

		business process of government & process re-engineering, preparation of SRS document			
5.	Senior Developers	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA or higher degree in IT • 5+ years of post-qualification and relevant work experience in Software Development using following technologies: <ul style="list-style-type: none"> ○ RDBMS: Oracle (SQL, Oracle) ○ Web Technology: J2EE /Advanced Java etc/ Advanced Java/Microsoft .Net etc ○ Mobile Technology: Android/ IOS etc 	Mandatory	2	1
6.	Junior Developers Level 1	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA or higher degree in IT • 3+ years of post-qualification and relevant work experience in Software Development using following technologies: <ul style="list-style-type: none"> ○ RDBMS: Oracle (SQL, Oracle) ○ Web Technology: J2EE /Advanced Java etc/ Advanced Java/Microsoft .Net etc ○ Mobile Technology: Android/ IOS etc 	Mandatory	4	2
7.	Junior Developers Level 2	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA or higher degree in IT • 2+ years of post-qualification and relevant work experience in Software Development using following technologies: <ul style="list-style-type: none"> ○ RDBMS: Oracle (SQL, Oracle) ○ Web Technology: J2EE /Advanced Java etc/ Advanced Java/Microsoft .Net etc 	Mandatory	4	2
8.	Mobile App Developer	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA or higher degree in IT • 3+ years of post-qualification and relevant work experience in Software Development - Mobile Technology: Android/ IOS etc 	Mandatory	0	1
9.	Graphic / UI Designer	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA/ BCA/ MFA/ B.Arch/B. Design/ M. Design/ PG Diploma in web design • 3+ years of post-qualification and relevant work experience in Designing for Software 	Optional	0	1

		development/ website development / Mobile Application Development.			
10.	Tester	<ul style="list-style-type: none"> B.E/ B.Tech/ MCA or higher degree in IT 3+ years of post-qualification and relevant work experience in Software testing Must have experience on Online & offline testing tools, load testing, regression testing & other prominent black & white box testing techniques 	Optional	2	0
11.	Helpdesk Supervisor/ Manager	<ul style="list-style-type: none"> Any Graduation with minimum 4 Years of experience in managing helpdesk of handling similar profiles in providing IT related services Diploma/ certificate course confirming computer/IT literacy (eg. RSCIT) 	Optional	1	0
Total				19	8

Note: -

1. In case of relaxation in experience/ qualification of the resources being deployed by the selected bidder, the purchaser may grant relaxation on the basis of interview of the resources.
2. Above estimated total number of resources may be increase and decrease (in any combination of resource categories) any time during the contract period. Payment towards deployed resources will be made on the basis of the number of resources deployed (in resource category) in a quarter and quarterly attendance record submitted by selected bidder.

7.2 ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE

(To be submitted on the Company Letter head of the Bidder, sealed and signed)

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, YojanaBhawan, 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:-

Signature of Authorised Signatory:-

Name of Authorised Signatory:-

Seal of the Organization:-

Date: _____

Place: _____

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

7.3 ANNEXURE-3: SELF-DECLARATION – NO BLACKLISTING

(To be submitted on the Company Letter head of the Bidder, sealed and signed)

To,
{Procuring Entity},

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

1. possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. 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;
3. 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.
4. does not have any previous transgressions with any entity in India or any other country during the last three years
5. does not have any debarment by any other procuring entity
6. 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;
7. 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;
8. does not have a conflict of interest which materially affects the fair competition
9. will comply with the code of integrity as specified in the bidding document

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

7.4 ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION

(To be submitted on the Company Letter head of the Bidder, sealed and signed)

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

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

7.5 ANNEXURE-5: FINANCIAL BID COVER LETTER & FORMAT

Cover Letter

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, Tilak Marg,

Reference: NIB No. : _____ Dated: _____

Dear Sir,

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

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

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

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

I / We agree to abide by this bid for a period of days as specified in NIB 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 e-Procurement portal}

BOQ (Cost of Resources for 2 years)							
S. No.	Activity/ Item Description	Qty	Units	Duration in Months	Per Month Unit Rate in INR (incl. all incidental charges and all Taxes but excl. GST)	GST on per Unit in INR (On Total Amount)	*Total Value in INR (incl. all incidental charges and all Taxes)
		a	b	c	d	e	f=c(d+e)
1	Project Manager cum Solution Architect	1	Man-Month	24			
2	Database Administrator	2	Man-Month	24			
3	System Administrator	1	Man-Month	24			
4	Business Analyst	3	Man-Month	24			
5	Senior Developers	3	Man-Month	24			
6	Junior Developers Level 1	6	Man-Month	24			
7	Junior Developers Level 2	6	Man-Month	24			
8	Mobile App Developer	1	Man-Month	24			
9	Tester	2	Man-Month	24			
10	Graphic / UI Designer	1	Man-Month	24			
11	Help Desk Supervisor/ Manager	1	Man-Month	24			
	Total Project Cost						
Total Cost (In INR Words)							

Note:

1. GST shall be paid as per prevailing rates, as applicable.
2. The quoted cost towards the Resources & respective Man-month efforts shall be considered only for financial bid evaluation purpose. However, the actual number of resources and total man-months effort may vary and will be as per the project requirements. Payment towards deployed resources will be made basis on the number of resources deployed in a quarter and quarterly deliverable submitted by selected bidder.

7.6 ANNEXURE-6: BANK GUARANTEE FORMAT

BANK GUARANTEE FORMAT FOR 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, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Sir,

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

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

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

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 there under.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

(2)

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

-

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

7.7 ANNEXURE-7: BANK GUARANTEE FORMAT – PERFORMANCE SECURITY

(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, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the RISL through and(Contractor) for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any

indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

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

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

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL

For and on behalf of the RISL

Signature

(Name & Designation)

7.8 ANNEXURE-8: DRAFT AGREEMENT FORMAT

This Contract is made and entered into on this _____ day of _____, 2023 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 "Selected Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. _____ dated _____, on which supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by 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 Lol/ work order no. _____ dated _____ will duly supply the said articles set forth in scope of work and annexures herein 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 effective from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. The selected bidder has to comply with Service Level Agreements (SLAs), specified in Clause No. 6.2 of the RFP document, to ensure adherence to project timelines, quality and availability of services during support period. If the selected bidder fails to deliver the required services due to reasons attributable to him like non-accessibility of the application, delay in response/ resolution time, non-availability/ attrition of the deployed technical personnel/ operational manpower, etc. the cumulative penalty, as applicable, would be imposed as defined in Clause No. 6.2 while processing the payment for respective milestone.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2023.

Signed By:	Signed By:
Designation: , Company:	Managing Director, RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
Designation: Company:	Designation: RISL
Designation: Company:	Designation: RISL

7.9 ANNEXURE-9: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

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

2. Name and address of the respondent(s):

- a. <please specify>
- b. <please specify>
- c. <please specify>

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

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

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

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

7. Prayer: <please specify>

Place

Date

Appellant's Signature