

2024

# Raj COMP Info Services Limited (RISL)

Draft RFP – Rate Contract for selection of  
Logistic Aggregator/Integrator for e-Bazaar for a  
period of one year



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**Draft RFP: Rate Contract for selection of Logistic Aggregator for e-Bazaar for a period of one year**

Reference No.

Dated:

UBN:

<b>Mode of Bid Submission</b>	Online through eProcurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Date &amp; Time of Pre-bid meeting</b>	12-07-2024 at 3:00 PM
<b>Last Date &amp; Time of Submission of Bid</b>	31-07-2024 at 3:00 PM
<b>Date &amp; Time of Opening of Technical Bid</b>	31-07-2024 at 4:00 PM
<b>Date &amp; Time of Opening of Financial Bid</b>	To be intimated to the technically qualified bidders

**Bidding Document Fee: INR One Thousand Only (INR 1000 only)**

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

**RajCOMP Info Services Limited (RISL)**

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

Phone: 0141-5153224 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>, Email: [dineshgurjar.doit@rajasthan.gov.in](mailto:dineshgurjar.doit@rajasthan.gov.in)

**ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Contract/ Project Period</b>	The Contract/ Project Period shall commence from the date of issue of Work order for 1 year as rate contract.
<b>Day</b>	A calendar day as per GoR/ Gol.
<b>DeitY, Gol</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Centre
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>Gol/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
<b>ICT</b>	Information and Communication Technology.

<b>IFB</b>	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
<b>RISL</b>	RajCOMP Info Services Limited
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>RVAT</b>	Rajasthan Value Added Tax
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical,

	maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>SSDG</b>	State Services Delivery Gateway
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>VAT/ CenVAT</b>	Value Added Tax/ Central VAT
<b>WO/ PO</b>	Work Order/ Purchase Order



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

<b>Unique Bid Reference No</b>	RIS2425SLOB00028
<b>NIB Reference No</b>	F4.9(1139)/RISL/Tech/Misc./2024/2830 Dated:09-07-2024
<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Managing Director, RajComp Info Services Limited (RISL)</li> <li>Address: First Floor, Yojana Bhawan Campus, C-Block, Tilak Marg,C-Scheme, Jaipur (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Sh. Dinesh Gurjar</li> <li>Designation: SA (Jt. Director)</li> <li>Address: Room No. 308, 3<sup>rd</sup> Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> <li>Email: dineshgurjar.doit@rajasthan.gov.in</li> </ul>
<b>Subject Matter of Procurement</b>	Rate Contract for Selection of Logistic aggregator/Integrator for e-Bazaar for a period of one year
<b>Bid Procedure</b>	Single-stage: Two part (envelop) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS) – L1
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in/">http://risl.rajasthan.gov.in/</a>,</li> <li>Bidding document fee: 1000/- (Rupees One Thousand Only) in Cash/ Demand Draft drawn on any Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: Rs. 500/- (Rupees Five Hundred Only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	Rs: 15 Lakhs (Rupees Fifteen Lakhs Only)
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): Rs 30,000/- (Rupees Thirty Thousand Only)</li> <li>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank</li> <li>Bid Security shall be in favour of "Managing Director, RISL" payable at "Jaipur"</li> </ul>
<b>Period of Sale of Bidding Document (Start/End Date)</b>	<ul style="list-style-type: none"> <li>Start Date: 9<sup>th</sup> July, 2024 at 5:00 PM</li> <li>End Date: 31<sup>st</sup> July , 2024 at 3:00 PM</li> </ul>
<b>Date/ Time/ Place of Pre-bid Meeting</b>	<ul style="list-style-type: none"> <li>Date/ Time: 12<sup>th</sup> July 2024 at 3:00 PM</li> <li>Place: DoIT&amp;C, Committee Hall, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> <li>Last date of submitting clarifications requests at <a href="mailto:dineshgurjar.doit@rajasthan.gov.in">dineshgurjar.doit@rajasthan.gov.in</a>, <a href="mailto:natwarsingh.doit@rajasthan.gov.in">natwarsingh.doit@rajasthan.gov.in</a> by the bidder: 15<sup>h</sup> July 2024</li> </ul>
<b>Manner, Start and End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Online at eProc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: 26<sup>th</sup> July, 2024 at 4:00 PM</li> <li>End Date: 31<sup>st</sup> July , 2024 at 3:00 PM</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	<ul style="list-style-type: none"> <li>Start Date: 26<sup>th</sup> July, 2024 at 4:30 PM</li> <li>End Date: 31<sup>st</sup> July , 2024 at 2:30 PM</li> </ul> <p>Place: Room No. 308, 3<sup>rd</sup> Floor, IT Building, DOIT&amp;C, Yojna Bhawan, C-Scheme,</p>

	Jaipur
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>• Date: 31<sup>st</sup> July , 2024</li> <li>• Time: 4.00 PM</li> <li>• Place: DoIT&amp;C, Committee Room, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>
<b>Date/ Time/ Place of Technical Presentation</b>	Will be intimated later to the Technically qualified bidders
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	120 days from the bid submission deadline

Note:

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) \*In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up 2:30 PM on 20<sup>th</sup>September, 2019 its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee,the RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.  
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

(Dinesh Gurjar)

Joint Director (System Analyst), RISL

## 2. PROJECT PROFILE & BACKGROUND INFORMATION

The Government of Rajasthan would leverage Information & Communication Technology (ICT) not only as a tool for improving governance and employment opportunities, but also more significantly as a means to enhance the quality of life and bridging the socio-economic divide in the State. The State Government intends to make conscious efforts to see those benefits of IT/ ITeS in terms of employment generation and economic up-liftment percolates to all sections of the society, particularly to those living in rural and remote areas.

e-Governance Framework includes.

- Adherence to the vision of IT Policy 2015
- Standardization and Security Aspects
- Capacity Building
- End-to-end Service Delivery under:
  - Government to Citizen (G2C) Services
  - Business to Citizen (B2C) Services
  - Government to Government (G2G) Services

### 2.1. About RISL

RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan. RISL is designated State Designated Agency(SDA) for implementation of NeGP Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State's Mission Mode Projects (MMPs). RISL is also Technology Partner with departments like Agriculture, Election Department, State Election Department, JCTSL, Education Department, RHSDP etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users).

### 2.2. Project Profile

- In pursuance to Government of Rajasthan Policy for promoting the use of technology in Governance and citizen welfare activates, RISL has developed ebazaar.rajasthan.gov.in an online store as the single e-commerce-based solution for inventorying the store and selling of items.
- The ebazaar platform had been launched on 21/01/2017 and can be accessed on URL: <http://ebazaar.rajasthan.gov.in>
- The Store has been developed with the objective to provide a single window access for e-Commerce activities for various products by Government of Rajasthan for citizens and other Stakeholders.
- The Online Store helps in bridging the rural-urban divide. Products which were earlier restricted to only big cities have now become easily available for the rural masses. And government departments which are on production side will be able to have access to clientele across Rajasthan.
- Few Key statistics with respect to sales via e-Bazaar portal :
  - Total order: 71522

- Total quantity: 15.87 Lac
- Total amount of orders: 21.47 Crore
- The eBazaar Seller basket has been extended to iStart sellers.
- Total Seller on boarded on the e-bazaar: 126
- Total New Product Listed on e-Bazaar Portal: 856

Has been recently opened for startups registered under i-Start program of Government of Rajasthan for direct procurement at the level of Government Departments of Rajasthan State upto Rs. 25.00 Lacs.

The portal will be opened for MSME of Rajasthan State for direct procurement by Government Department.

### **Delivery Channels**

Currently, e-Bazaar works on the following delivery channels:

**Citizen Standard Delivery Channel:** Using this channel, delivery of products that are purchased by Citizen using e-Bazaar Citizen Login is done. Product is picked up from Seller's/Logistic aggregator's store/warehouse and is delivered to Citizen's Delivery address. This delivery channel is applicable to all delivery locations across India.

**E-Mitra/Bulk Delivery Channel:** Using this channel, delivery of products purchased by e-Mitra Kiosk users using e-Bazaar bulk purchase service is done. Product is picked up from Seller's/Logistic aggregator's store/warehouse and is delivered to e-Mitra Kiosk user address. This delivery channel is applicable to only "Within City", "Within District" and "Within Rajasthan" delivery locations.

**Retailer Delivery Channel:** Using this channel, delivery of products purchased by retailer users using e-Bazaar retail login is done. Product is picked up from Seller's/Logistic aggregator's store/warehouse and is delivered to Citizen Delivery address. This delivery channel is applicable to only "Within City", "Within District" and "Within Rajasthan" delivery locations.

### **Payment Gateway**

The Online store has been integrated with Rajasthan Payment Platform for all commercial transactions/online payments etc.

### 3. QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR Limited Liability Partnership Firm Registered under Limited liability partnership Act- 2008 Or Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement	- Copy of valid Registration Certificates  - Copy of Certificates of incorporation
2	Compliance to Land Border Policy	Bidder should comply with Subrule 4 under rule 13 of RTTP 2013.	Copy of undertaking as per Annexure-6. Or Copy of Registration with the Industries Department of the Government of Rajasthan
3	Financial: Turnover from logistic services	Average Annual Turnover of the bidder from the business of logistic aggregator or logistic services or ITes business in the last three financial years i.e.FY's 2021-22, 2022-23, 2023-2024 or during FY's 2020-21, 2021-22, 2022-2023 (as per the last published audited balance sheets), should be at least Rs. 15 Lakhs (Rupees Fifteen Lacs Only)	CA Certificate with CA's Registration Number/ Seal
4	Financial: Net Worth	The net worth of the bidder, as on 31 <sup>st</sup> March 2023 or 31 <sup>st</sup> March 2024 should be Positive.(As per the last published audited balance sheets)	CA Certificate with CA's Registration Number/ Seal
5	Technical Capability	The bidder should have an earlier experience of working with one or more individual firm /multiple organizations /agencies or e- commerce firms as logistic aggregator or logistic service provider or	Work Order + Payment Proofs for Orders Completed Successfully;

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>ITes service provider with atleast total billing amount of INR 15lacs in last three FY's 2021-22, 2022-23 &amp; 2023-2024 or during FY's 2020-21, 2021-22 &amp; 2022-2023.</p> <p><b>Note-1:</b></p> <ol style="list-style-type: none"> <li>1. The above mentioned documents should clearly indicates the duration of services provided and amount received.</li> <li>2. The work order date should be 01-04-2020 or later.</li> <li>3. The work completion date or payment receiving date of submitted invoices should be on or before 31-03-2024.</li> </ol>	<p>OR</p> <p>Work Completion Certificates from the client;</p> <p>OR</p> <p>Work Orders + Phase Completion Certificate from the client</p> <p>OR</p> <p>Work Orders + Invoices submitted against the work orders + CA Certificate mentioning the total amount received against the submitted invoices under the issued work order</p>
6	Tax registration and clearance	<p>The bidder should have a registered number of</p> <ol style="list-style-type: none"> <li>i. Income Tax / Pan number.</li> <li>ii. GST</li> </ol>	Copies of relevant certificates of registration.
7	Mandatory Undertaking	<p>Bidder should:-</p> <ol style="list-style-type: none"> <li>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</li> <li>b) not have, and their directors and officers nothave 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</li> </ol>	A Self Certified letter as per Annexure-4: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p>	
8	Infrastructure Availability	Bidder should have a permanent office set up in Rajasthan for more than 2 years.	A Self Certified letter providing Office details.

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- a. the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids Point No. 5.19 in Section-5: ITB”; and
  - b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
  - c. Any certificate should belong to a date not later than the last day of bid submission.

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

##### **4.1. Preamble:**

Under this RFP, rate contract will be entered for the required services as defined in detail in subsequent sections of this RFP Document. The selected bidder will perform as logistic aggregator/ Integrator to

provide logistic services for e-bazaar. In this context, the aggregator/ Integrator may engage various logistic service providers and manage them at its own level however entire responsibilities and accountabilities to provide requisite logistic services will remain with the selected logistic aggregator in compliance to the scope and SLA defined in the RFP document.

This Rate-Contract shall be valid for 01 year with the preference for an additional one-year extension from the date of the issuance of the work order to the successful bidder.

#### **4.2. Detailed Scope of Work:**

The selected bidder shall be responsible for the design and implementation of end-to-end management of the logistic operational activities considering them as the backbone of any successful e-commerce ecosystem. This includes but not limited to successful & timely pickup, delivery, cash collection & deposit (in case of Cash on Delivery), return, replacement, and implementation of a robust real-time tracking system for order tracking and ensure seamless integration of the tracking system across all stages of the logistics process. Provide regular updates to stakeholders on the status and location of in-transit inventory, fostering transparency and accountability. The bidder requires optimizing every step of the logistics process, ensuring a smooth journey from the product's origin to its final delivery. The focus of the selected bidder should be on efficiency, accuracy, and timeliness.

The selected bidder shall perform the logistic operational role to cover following categories of critical processes of logistics as and when required during the period of rate contract:

##### **4.2.1. Warehousing:**

Wherever required on demand of onboarded sellers at e-bazaar, services for warehousing will be provided by the selected bidder to execute the faster delivery of orders if the product is high in demand. Selected bidder needs to provide the storage space to hold the products to fulfill the delivery of at least 15-30 days. The warehousing services includes but not limited to providing space in selected bidder premises, delivery/pickup/ return/ replacement of goods/ material from sellers/ supplier location to selected bidder's premises, material handling, inventory management, order processing etc.at the selected bidder's premises.

The selected bidder must proficiently manage material handling within the warehouse. This involves the organized movement of goods to ensure swift and accurate order fulfillment. The bidder is expected expertise in implementing inventory tracking systems and devising efficient protocols for locating and transporting materials. selected bidder also needs to provide the locations for drop of package in case pickup from seller is not possible by the shipping agency.



#### **4.2.2. Area Mapping:**

The selected bidder shall ensure the entire mapping of hierarchy-wise operational area, area-wise transporter & seller's stores/ warehouses, area-wise Logistic In-charges and manage handover/ takeover. There shall be one to one or one to many or many-to-many mapping for in-transit inventory/ processed or acknowledged orders for pickup/ delivery/ return/ replacement etc. This includes identifying transporters and locations of seller's facilities within specific areas. The bidder shall also establish a hierarchical mapping of Logistic In-charges based on designated areas and will oversee the smooth coordination of handover and takeover processes.

Additionally, the selected bidder will implement a comprehensive rural area mapping strategy, particularly in regions like Rajasthan and other states. This involves intricate mapping of logistics intricacies in rural landscapes to enhance the efficiency of handover/takeover processes and in-transit inventory management, covering pickup, delivery, return, replacement, and other operational aspects.

This meticulous mapping approach aims to provide a clear and organized understanding of the operational landscape, facilitating efficient logistics management and coordination.

The selected bidder needs to ensure the delivery coverage at all the pincode of Rajasthan and Major Urban and semi-urban areas for rest of the states (list of pincodes will be provided by ebazaar). The rural areas of the Rajasthan will be considered under 'Outside delivery area (ODA)'. The declaration of ODA pincodes will be mutually decided based on service feasibility and at least 200 pincodes should be non-ODA in Rajasthan.

#### **4.2.3. Pick-up/ Delivery:**

The selected bidder shall acknowledge and process orders of pickup/ delivery. The selected bidder shall plan a route for processing the order which contains intermediate points/ transportation modes/ expected dates of pickup & delivery etc. They shall be responsible for pickup of the product from the source, any in-transit transfers and delivery to the end customer.

In the case of cash on delivery (COD), the bidder shall be accountable for the prompt and accurate submission of the collected amount to dedicated accounts, ensuring a seamless financial transaction process. Additionally, the bidder shall ensure the deposit of the cash into a designated bank account within 2 working days of collection to maintain financial transparency and timely payment processing. This comprehensive approach underscores the bidder's commitment to efficient and reliable pickup and last-mile delivery operations within the specified framework.

#### **4.2.4. Return/ Replacement:**

The cancelled orders/ wrong delivery/ return cases shall also be handled by the selected bidder in the area mapped in the system for their logistic services. To minimize the risk of false delivery/ wrong shipment/ theft/ lost items and enhance transparency & satisfaction level of end customers, the selected bidder should uphold high standards of service, and customer satisfaction and shall update each stage of shipment till successful delivery and implement a systematic approach to returned products. This includes the establishment of standardized procedures for inspection, sorting, replacement, and re-stocking. They shall

be responsible for timely decision-making in response to returned products, aiming to reduce losses and maintain operational efficiency.

**4.2.5. Schedule of services:**

The bidder shall ensure the following tentative timelines to pickup/delivery and return/ replacement services:

S.no.	Particular	Estimated Timelines *
1	Pickup/delivery and return/ replacement in Zone 1 (within city)	1-2 Days
2	Pickup/delivery and return/ replacement in Zone 2 (within state)	3-5 Days
3	Pickup/delivery and return/ replacement in Zone 3 (Metro)	2-3 Days
4	Pickup/delivery and return/ replacement in Zone 4 (Rest of India)	3-5 Days
5	Pickup/delivery and return/ replacement in Zone 5 (North-East/J&K)	5-7 Days
7	Pickup/delivery and return/ replacement in ODA (For Rajasthan Rural Deliveries)	5-7 Days
8	Deposit of collected amount of product price in case of COD	2-3 Days post delivery
9	Packaging services	Packing Time is part of Estimated Delivery Time.

\*The delivery/return timeline will be calculated from order available for pickup/order confirmation/inventory available with logistics to the delivery date. Higher values in maximum time allowed to perform the active.

The above timelines are indicative which will be finalized and can be revised during the contract period on the basis of periodic assessment of e-commerce industry standards

**4.2.6. Insurance Coverage:**

The chosen bidder is required to incorporate a robust insurance framework into the scope of work. This involves procuring and managing comprehensive insurance coverage to mitigate risks and unforeseen events during the logistics process. The insurance portfolio should encompass a range of protections, including but not limited to cargo protection and liability insurance.

**4.2.6.1. Delivery Product Insurance:**

The selected bidder must ensure comprehensive insurance coverage during the entire transit period from pickup to successful delivery. This includes:

- a) Protection against physical damage, theft, or loss during transportation.
- b) Liability coverage shielding against accidental damage or loss until safe delivery.
- c) Regular updates are mandatory to adapt insurance coverage proactively based on identified risks, maintaining continuous protection for goods and materials throughout the contract duration.

**4.2.6.2. Return Product Coverage:**

In addition to the delivery product insurance, the bidder is required to implement comprehensive returnproduct coverage. This includes coverage for goods during the return shipment process, protecting againstdamage, theft, or loss in transit back to the seller or return centre.

This proactive approach to identifying potential risks and adapting insurance coverage extends to both the delivery and return processes. Regular updates and reviews of the insurance policies shall be mandatory to uphold continuous and effective protection of goods, materials, and overall operational integrity throughout the duration of the contract.

**4.2.7. Market Trends and Technology Integration:**

The selected bidder should stay updated on the latest trends and technologies in logistics, demonstrating a proactive approach to market developments. The primary objective is to ensure that our logistics processes not only keep pace with industry advancements but also leverage the best practices and innovations available. This approach aims to make our operations more efficient, responsive, and fully aligned with the evolving demands of the market.

**4.2.8. Real-time Tracking and API Integration:**

The chosen bidder is required to either integrate their portal, providing sellers/partners with real-time tracking updates for products, or establish and maintain an e-bazaar logistics management portal that offers live status updates for real-time tracking of products.

**4.2.9. Customer Support:**

It involves establishing and managing a comprehensive customer support system specifically tailored for logistics services. The bidder shall implement mechanisms for addressing 24\*7 customer inquiries, concerns, and feedback related to logistics operations and also update stakeholders.

Ensure timely and effective communication with customers, providing information on order status, and delivery timelines, and addressing any logistics-related issues.

**4.2.10. Volumetric Weight Calculation:**

The logistic aggregatorwillhave tocalculate

**VolumetricWeight[InCentimetres]**throughthefollowing formula:

<u>Category</u>
AirVolumetricWeight(LXBXH)/"x"
SurfaceVolumetricWeight(LXBXH)/"x"
<u>Valueof"x"=5000</u>

**4.2.11. Process to utilize services/ Platform of e-Bazaar:**

- a) Customer may place an order through the portal and make payment through e-mitra payment gateway and Rajasthan payment portal (RPP).

- b) Once an order is placed by a customer for available item/ good, the respective incharge of collection centre/godown of Logistic aggregator shall ensure execution of the order and coordinate with respective collection centers/ godown in-charge of the Seller/ Department/ e-Bazaar.
- c) Logistic aggregator shall pickup the ordered items/ goods from the pickup location and deliver to the delivery location within the stipulated time to meet the SLA requirements as mentioned in this RFP.
- d) An order shall remain active till the successful delivery of the ordered items/ goods to the customer/ consumer and it will be closed automatically after acknowledgement received from the customer/ consumer.
- e) The logistics aggregator needs to update the various stages of delivery to ebazaar portal through ebazaar logistics login or APIs. The delivery is marked based on collection of POD / delivery OTP.
- f) The customer/ consumer may cancel an order within the stipulated timelines defined in the SOPs/ Terms & Conditions of e-Bazaar which is created considering items/goods specifications, involved efforts and cost of all respective stakeholders of e-Bazaar in execution of the order.
- g) All respective stakeholders are responsible and accountable to deliver the ordered items/ goods in good condition as per specifications and agreed terms and conditions mentioned in this document.

### **4.3. Roles and Responsibilities:**

#### **4.3.1. Responsibilities of RISL**

The role of RISL in the successful delivery of services includes discharging the following responsibilities:

- 1) Coordinate, facilitate and spread awareness for the services of e-Bazaar.
- 2) RISL shall establish adequate communication plan to keep Logistic aggregator updated on latest development or enhancement of functionality of e-Bazaar.
- 3) RISL shall prepare and provide requisite templates/ guidelines/ SOPs related to e-Bazaar. Updates and changes in the documents shall be intimated and provided to Logistic aggregator immediately.
- 4) Online reports containing details of fields will be available to Logistic aggregator on unified dashboard of e-Bazaar portal designed for the Logistic aggregator. RISL will provide user id and password to Logistic aggregator to take report.
- 5) To provide all the required Technical support, if any, to Logistic aggregator and its implementing agency for smooth integration/ running of the system.
- 6) RISL will settle the monthly invoice submitted by logistic aggregator . In case of any pendency/ issue i.e. required verification from any stakeholder/ reconciliation/ required documents etc., RISL will notify the Logistic aggregator and will coordinate with all stakeholders and settle the invoice within mutually agreed timeline.
- 7) RISL shall provide training to Logistic aggregator's nominated officers (Max. 3 Officers) through Training of Trainer method on utilization of e-Bazaar functionalities based on their roles defined in the portal as per requirement. In case of enhancement/ change in e-Bazaar functionalities, refresher trainings shall be provided if required

#### **4.3.2. Responsibilities of Logistic aggregator**

The roles and responsibilities of the Logistic aggregator shall be as follows:

- 1) Logistic aggregator shall follow and ensure all SOPs/ Guidelines provided by e-Bazaar to utilize e-Bazaar platform.
- 2) Logistic aggregator shall be able to cover at least 80% of Rajasthan pin codes [for Within State Delivery channels] within 3 months of Letter of Intent.
- 3) Logistic aggregator shall be responsible to assign at least two point of contacts at Head Office Level who will be coordinating with RISL personnel.
- 4) Logistic aggregator shall be responsible to arrange a 24\*7 helpdesk service to resolve any issue regarding delivery of Items timely.
- 5) Logistic aggregator shall be responsible to assign requisite manpower resources to manage the delivery of e-Bazaar orders adhering to quality and timelines of service as mentioned in this RFP.
- 6) Logistic aggregator shall provide requisite information and support about any Service Location/ collection centers/ godown/ coordinating agencies etc. to RISL technical team and other stakeholders of the e-Bazaar as and when required.
- 7) Logistic aggregator or their coordinating agencies will collect the items from collection centres or godown of other stakeholders for further delivery.
- 8) At the time collection from other stakeholder's collection centre/ godown, Logistic aggregator or it's coordinating agency shall guide representatives of the other stakeholders about packaging and shall ensure that the item is sealed packed properly with the details of the item i.e. Item Name/Model/ Category/ Quantity/ Specification on the packaging as per agreed template.
- 9) Logistic aggregator will be responsible for any damage/loss by theft/destruction in the collected item due to mishandling/ improper logistic arrangement till the delivery to end consumer/ respective stakeholder. In this case, Logistic aggregator will have to pay 100% cost of the item.
- 10) Logistic aggregator will be responsible for delivery of the collected items to the consumer with in the stipulated timelines. At least 2 attempts shall be made for delivery of items to the destination address without any extra cost.
- 11) For Order Return requests raised by Customer, Logistic aggregator will be paid for return charges on similar rates as delivery charges provided in BOQ.
- 12) Logistic aggregator or their coordinating agencies will collect the defective/ returned Items/goods from consumer and deliver to respective stakeholder's godowns/collection centre without any extra cost.
- 13) Logistic aggregator or their coordinating agencies shall ensure that their godowns/ collection centre execute any order with in the stipulated timelines mentioned in the SOPs/guidelines of e-Bazaar.
- 14) Logistic aggregator will provide support or prepare guidelines for packaging of items of e-Bazaar which include but not limited to packaging material/ method based on item's attributes.
- 15) Logistic aggregator will provide training/ guidance to representatives of other stakeholders on packaging of various items as and when required.
- 16) Logistic aggregator shall support and provide requisite information to e-Bazaar in execution/ implementation of e-Bazaar portal concerning its area of scope.
- 17) Logistic aggregator shall have an Online Tracking System for enabling the tracking of location and movement of orders.

- 18) Logistic aggregator shall provide required support/ information/ web APIs/ interface to RISL technical team for integration between logistic aggregator's system and e-Bazaar on mutually agreed framework to run operations smoothly and benefits of consumers of e-Bazaar as and when required.
- 19) Logistic aggregator shall ensure the publicity of the services of e-Bazaar portal on its website.
- 20) Logistic aggregator will nominate a nodal for the purpose of interaction with e-Bazaar.
- 21) Logistic aggregator will provide all requisite information to RISL or other requisite stakeholder to settle the invoice.

## 5. **INSTRUCTION TO BIDDERS (ITB)**

### 5.1. **Bidding Procedure:**

The procedure of bidding in this RFP is National Competitive Bidding (NCB).

### 5.2. **Sale of Bidding/ Tender Documents**

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

### 5.3. **Pre-bid Meeting/ Clarifications**

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

**5.4. Changes in the Bidding Document**

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

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

**5.5. Period of Validity of Bids**

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

**5.6. Format and Signing of Bids**

- a) Bidder must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage-Two part/ cover system shall be followed for the Bid: -
  - a. Technical Bid, including fee details, eligibility & technical documents
  - b. Financial Bid
- d) The technical bid shall consist of the documents as per Annexure-2 in the sequence mentioned in the annexure.
- e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
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1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-8 (FBCOVER.PDF)
2.	Financial Bid– Format	As per BoQ (.XLS) format available on e-Procurement portal (As per Annexure 8)

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

### 5.7. Cost & Language of Bidding

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

### 5.8. Alternative/ Multiple Bids

Alternative/ MultipleBids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model.

### 5.9. Bid Security

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

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



- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
  - a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c. the cancellation of the procurement process; or
  - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

#### **5.10. Deadline for the submission of Bids**

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing

the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

#### **5.11. Withdrawal, Substitution, and Modification of Bids**

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

#### **5.12. Opening of Bids**

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

#### **5.13. Selection Method:**

A successful bidder will be selectedfor logistic services and other services on the basis of Least cost based (LCBS) method of evaluation.

- a) Lowest financially evaluated and technically responsive bidder shall be considered as L1 bidder.

- b) All the submitted response shall be scrutinized on the basis of information and supporting documents submitted by the bidder under this RFP.
- c) Grand totals of table (1 & 2) shall be considered to arrive at L1 bidder.

#### **5.14. Evaluation & Tabulation of Technical Bids**

##### **a) Determination of Responsiveness**

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

##### **b) Non-material Non-conformities in Bids**

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. However submission of any shortfall document in pursuance to the subclause (b) should of the such that no such document will be allowed to be submitted which belongs to a period later than the last day of bid submission.

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

**c) Tabulation of Technical Bids**

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

**5.15. Evaluation & Tabulation of Financial Bids**

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

- a) the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;
- d) In order to decide L1, Grand Total of table 1 & 2 (Table-1: Logistic Services, Table-2: Packaging) shall be considered to arrive at L1 bidder.

**5.16. Correction of Arithmetic Errors in Financial Bids**

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

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

**5.17. Price/ purchase preference in evaluation**

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

**5.18. Negotiations**

Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

- a) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- d) 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.
- e) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- f) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

**5.19. Exclusion of Bids/ Disqualification**

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

- e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- a. communicated to the concerned bidder in writing;
  - b. published on the State Public Procurement Portal, if applicable.

#### **5.20. Lack of competition**

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- a. the Bid is technically qualified;
  - b. the price quoted by the bidder is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;
  - d. there are no obvious indicators of cartelization amongst bidders; and
  - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

#### **5.21. Acceptance of the successful Bid and award of contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time

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

#### **5.22. Procuring entity's right to accept or reject any or all Bids**

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

#### **5.23. Right to vary quantity**

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:
  - 1) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - 2) 50% of the value of goods or services of the original contract.

**5.24. Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
  - a. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
  - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.



**5.25. Additional Performance Security:**

In addition to Performance Security as specified above, an additional performance security shall also be taken from the successful bidder in case of unbalanced bid according to the rule 75A of RTPP rules. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount.

The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

**For the purpose of this rule:**

- a. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c. Unbalanced Bid Amount means positive difference of eighty-five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- d. The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder.

**5.26. Execution of agreement**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

**5.27. Confidentiality**

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of bidders;

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

#### **5.28. Cancellation of procurement process**

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

#### **5.29. Code of Integrity for Bidders**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
  - a. Prohibiting

- i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
  - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
  - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
  - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
  - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - vii. any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
  - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- a. exclusion of the bidder from the procurement process;
  - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - c. forfeiture or encashment of any other security or bond relating to the procurement;
  - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

### **5.30. Interference with Procurement Process**

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

### 5.31. Appeals

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

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
    - i. hear all the parties to appeal present before him; and
    - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### **5.32. 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.

### **5.33. 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.

### **5.34. Offenses by Firms/ Companies**

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

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

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

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

### **5.35. Debarment from Bidding**

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
  - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

### **5.36. Monitoring of Contract**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

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

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

### **Definitions**

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

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

**Note-2:** 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.



### **6.1. 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.

### **6.2. Interpretation**

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

### **6.3. Language**

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

### **6.4. Joint Venture, Consortium or Association**

- a) Joint venture, consortium, or association is not allowed.

### **6.5. Notices**

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

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

### **6.6. Governing Law**

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

### **6.7. Scope of Supply**

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

### **6.8. Supplier's/ Selected Bidder's Responsibilities**

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

### **6.9. Purchaser's Responsibilities**

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

### **6.10. Contract Price**

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

### **6.11. Recoveries from Supplier/ Selected Bidder**

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

**6.12. Taxes & Duties**

- a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

**6.13. Copyright**

The copyright in all drawings, design documents, source code and other services/materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the RISL.

**6.14. Confidential Information**

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

**6.15. Specifications and Standards**

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

**6.16. Packing and Documents:**

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

**6.17. Insurance:**

- a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.
- c) The items/equipment's supplied/handed over by GoR under the Contract may be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather during entire project period. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- d) Successful bidder shall be responsible during entire contract period to take care of any loss or injury due to accident caused by any equipment installed on pole by the successful bidder, including pole/tower and shall be solely responsible for paying all kinds of compensation and damages due to loss of life or property and would be responsible for any civil or criminal case arising there from.

**6.18. Transportation:**

- a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ selected bidder's bill.

**6.19. Inspection:**

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

**6.20. Sub-contracting**

- a) The bidder may assign or sub-let his contract or any substantial part thereof to any other agency with the permission of Purchaser/ Tendering Authority , however performance of the subcontractors will be monitored by the bidder and the selected bidder will only be ultimate responsible and accountable towards the scope, obligations, liabilities and SLA defined in the RFP.
- b) The selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract.
- c) Subcontractors, shall comply with the provisions of bidding document and/ or contract.

**6.21. Rejection:**

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of user department work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.
- d) The manpower deputed by the supplier shall be reviewed by the purchaser in terms of its qualification, experience, efficiency, cooperation, discipline and performance and services. The purchaser, upon finding any deficiency in any of the parameter, may reject any of the manpower by giving 15 days' time, as decided by the purchaser, which the selected bidder has to replace within the given time frame

**6.22. Extension in Delivery Period and Liquidated Damages (LD)**

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
  - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service

- within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
- ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the user department or RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
    - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
  - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
  - vi. If user department or RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

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

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.

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

### 6.23. Price Fall

- a) If the bidder i.e. rate contract holder quotes/ reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under the rate contract and the rate contract shall be amended accordingly.
- b) The bidder, for compliance of the (a) above, shall furnish an undertaking to the Purchaser along with each bill for payment for supplies made against the Rate Contract.

### 6.24. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value/amount/charges paid to the Supplier/ selected bidder until the time such claim was brought about, provided that this limitation shall not apply;
- i) to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement, and ii) any damages payable due to the Gross Negligence or Wilful Misconduct of the Supplier/selected bidder. For the purpose of this clause, Gross Negligence or Wilful Misconduct shall mean;

"Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property or a mistake made in good faith.

"Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

The above provision does not limit either Parties rights provided under applicable laws of Govt. of India.

### 6.25. Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited



to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, due to rains at identified locations, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the user department or RISL, the user department or RISL may take the case with the supplier/ selected bidder on similar lines.

#### **6.26. Change Orders and Contract Amendments**

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
  - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - ii. the method of shipment or packing;
  - iii. the place of delivery; and
  - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

#### **6.27. Termination**

##### **6.27.1. Termination for Default**

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
  - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or

- b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
  - iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

#### **6.27.2. Termination for Insolvency**

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

#### **6.27.3. Termination for Convenience**

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

#### **6.28. Risk and Cost**

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may terminate the contract and procure the required goods, services, or works from another source which is known as substitution. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority.

The procuring authority may take legal measures against the defaulting contractor to recover these additional costs and damages resulting from the breach of contract. This could include legal action to recoup any financial losses caused by the contractor's non-performance.

The procuring authority typically must notify the defaulting contractor of their breach and provide them with an opportunity to rectify the situation. In the case of failure the procuring agency may impose required measures as mentioned in this clause.

## **6.29. Exit Management**

### **a) Preamble**

- i. The word 'parties' include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

### **b) Transfer of Assets**

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be as decided by purchaser 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 security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
- iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
  - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
  - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
  - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.

- d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period
- i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
  - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- d) Confidential Information, Security and Data
- The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:
- i. Documentation relating to Intellectual Property Rights;
  - ii. Project related data and confidential information;
  - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
  - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
  - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in 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.
- ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
- iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

- x. It would be the responsibility of the selected bidder to support new operator during the transition period.

## **7. SETTLEMENT OF DISPUTES**

Any dispute arising out of the contract shall be as per the provisions of Arbitration & Conciliation Act. 1996.

## **8. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

### **8.1. Payment Terms and Schedule**

- a) Payment schedule –  
Logistic aggregator shall submit monthly invoice according to rates mentioned in Financial Bid with all requisite documents after reconciliation of transactions held at ebazaar.
- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, after submission of an invoice or request for payment along with requisite deliverables by the supplier/ selected bidder, and the purchaser has accepted it. In case of any pendency/ issue i.e. required verification from any stakeholder/ reconciliation/ required documents etc, the period to settle the invoice may be extended.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods which need testing/verification shall be made only when such tests/verification have been carried out, test/verification results received conforming to the prescribed specification.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

- i) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

### 8.2. Service Level Standards/ Requirements/ Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the tendering authority for the duration of this contract.

The timelines & SOPs for order processing, pickup/ delivery of ordered products will be defined and revised on the basis of e-commerce industry standards with periodic review or instant requirement. However, following SLA will be applicable on delay in delivery of ordered product:

S. No.	Activity	Penalty
1	Delivery/Pick Up from Seller's/Logistic aggregator's store/warehouse to customer's address or other logistic services*	One of the following - 1) 3 % of logistic service* value per day till 7 days after estimated delivery time. 2) 100% of logistic service value after 7th day after estimated delivery time
2.	Improper packaging/ incorrect material used/ not as per specification	100% of packing charges per item
3.	Damage due to improper material handling during transit (pickup-delivery) / packaging/ improper handling of product in Warehouse	cost of the product

### 8.3. Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) RISL/DoIT&C may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
- Requirements of service to be provided under the Agreement are to be specifically developed and rendered for RISL/DoIT&C.
  - The method of deployment
  - The place of services to be provided by the bidder.
- c) The change request/ management procedure will follow the following steps: -
- Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL/DoIT&C.
  - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule & cost impact will be analysed and documented by the bidder.
  - Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.

- Verification of the change - The change will be verified by RISL/DoIT&C on implementation of the change request.
- d) All changes outside the scope of services agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by selected bidder only after securing the express consent of RISL/DoIT&C. In the event that the consent of RISL/DoIT&C is not received then the change will not be carried out.
- e) While approving any change request, if required, RISL/DoIT&C may ask the bidder to deploy the required resources on-site.
- f) If any such change outside the scope of services agreed to herein causes an increase or decrease in cost of, or the time required for, selected bidder's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of selected bidder receiving the RISL/DoIT&C change order which shall not be unreasonably withheld or delayed.

**ANNEXURE-1: PRE-BID QUERIES FORMAT**

{To be filled by the bidder}

**Name of the Company/Firm:** \_\_\_\_\_

Bidding Document Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-

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

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

**Company/Firm Contacts:**

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

**Query / Clarification Sought:**

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




*Note-3: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.*

**ANNEXURE-2: TECHNICAL BID DOCUMENTS**

S.No.	Particular	List of Documents (To be filled by bidder)	Reference Page No. (To be filled by bidder)
	<b>Fee Details</b>		
1.	Technical Bid Cover letter, Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (FEE.PDF) <ul style="list-style-type: none"> <li>Scanned copy of Fee Receipt/DD/Banker Cheque Along with Annexure-7 (Technical Bid cover letter)</li> </ul>	
<b>Eligibility Documents (As per Clause no. 3.1. Pre-Qualification Criteria)</b>			
2.	Bidder's Authorisation Certificate	a. As per Annexure-3 b. copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm. (AUTH.PDF)	
3.	Certificate of Conformity/ Deviation of No	As per Annexure-5 (PDF)	
4.	Legal Entity	a. Copy of valid Registration Certificates or Copy of Certificates of incorporation b. Copy of Certificate of Name Change (If any)	
5	Compliance to Land Border Policy	Copy of undertaking as per Annexure-6. Or Copy of Registration with the Industries Department of the Government of Rajasthan	
6.	Financial-I: Turnover	CA Certificate with CA's Registration Number/ Seal and UDIN	
7.	Financial-II: Net Worth	CA Certificate with CA's Registration Number/ Seal and UDIN	
8.	Technical Capability	Work Order + Payment Proofs for Orders Completed Successfully; OR Work Completion Certificates from the client; OR Work Orders + Phase Completion Certificate from the client OR Work Orders + Invoices submitted against the work orders + CA Certificate mentioning the total amount received against the submitted invoices under the issued work order  <b>Note-4:</b>	

S.No.	Particular	List of Documents (To be filled by bidder)	Reference Page No. (To be filled by bidder)
		1. The above mentioned documents should clearly indicates the duration of services provided and amount received. 2. The work order date should be 01-04-2020 or later. 3. The work completion date or payment receiving date of submitted invoices should be on or before 31-03-2024.	
9.	Tax registration	a. Income Tax / PAN number b. GSTN where his business is located	
10.	Mandatory Undertaking	A Self Certified letter as per Annexure-4: Self-Declaration	
11.	Others (if any)	Other Documents which are left above as per the RFP	

**ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE**

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

To,

{Procuring entity},

\_\_\_\_\_ ,

\_\_\_\_\_ ,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-4: SELF-DECLARATION**

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

To,

{Procuring entity},

\_\_\_\_\_

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

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or abroad during the last 3 years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

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

To,

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

**CERTIFICATE**

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-6: UNDERTAKING ON COMPLIANCE TO LAND BORDER POLICY:**

{to be filled by the bidder}

To,

{Procuring entity},

\_\_\_\_\_

In response to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding comply with with Subrule 4 under rule 13 of RTTP 2013 and Order no. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division regarding the restriction under rule 144 (xi) of GFP 2017.

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: -

Name of the Organization: -

Registered Officer Address: -

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

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

Note-5: Please read the details of the Rule as given below:

**RTTP Rule 13 on Land Border Policy:****Participation of bidders & OEM-**

(1) The procuring entity, at the time of inviting the participation of bidders in the procurement process, shall declare whether participation of bidders is limited or not and if limited, grounds thereof. Such declaration may not ordinarily be altered later.

(2) Normally the procedure of National Competitive Bidding (NCB) shall be adopted. The procedure of International Competitive Bidding (ICB) may be adopted if there is such a condition of adopting International Competitive Bidding for certain procurements under an obligation of an agreement with an intergovernmental international financing institution, or the subject matter of procurement is such that in the opinion of the procuring entity, it will be in the public interest to adopt International Competitive Bidding, after recording reasons.

(3) Normally the procedure of International Competitive Bidding (ICB) for Government Bids upto Rs. 200 crores shall not be allowed. In case, International Competitive Bidding is to be adopted for Government Bids below Rs. 200 crores, then prior approval of the Finance Department shall be obtained. International

Competitive Bidding may be adopted in Government bids above Rs. 200 crores if the subject matter of procurement is such that in the opinion of the procuring entity, it will be in the public interest to adopt International Competitive Bidding, after recording reasons.

(4) The bidders belonging to or with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan.

(5) Notwithstanding anything contained in sub-rule (2) and (3) above, as the case may be, the State Government may by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security, to protect the essential security and strategic interest of India as specified in clause (d) of sub section (4) of section 6, no procurement shall be made in violation of such restrictions.

**Explanation :** For the purpose of this rule,-

- (i) "Agent" means a person employed to do any act for another, or to represent another in dealings with third persons;
- (ii) "Beneficial owner" means,-
  - (a) In case of a company or Limited Liability Partnership, the "beneficial owner" is the natural person or persons who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other person;
  - (b) "Controlling ownership interest" is the ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
  - (c) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - (d) In case of a partnership firm, the "beneficial owner" is the natural person or persons who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;
  - (e) In case of an unincorporated association or body of individuals, the "beneficial owner" is the natural person or persons, who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - (f) Where no natural person is identified under sub-clause (a), (b), (c), (d) or (e) above, the "beneficial owner" is the relevant natural person who holds the position of senior managing official;
  - (g) In case of a trust, the identification of beneficial owner or owners shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership;
- (iii) "Bidder from a country which shares a land border with India" means,-
  - (a) An entity incorporated, established or registered in such a country;
  - (b) A subsidiary of an entity incorporated, established or registered in such a country;



- (c) An entity substantially controlled through entities incorporated, established or registered in such a country;
- (d) An entity whose beneficial owner's situated in such a country;
- (e) An Indian (or other) agent of such an entity;
- (f) A natural person who is a citizen of such a country;
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above."

**ANNEXURE-7- COVERING LETTER FOR TECHNICAL BID**

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

To,  
Managing Director,  
RajCOMP Info Services Ltd.,  
C-Block, 1<sup>st</sup> Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur  
Rajasthan

Reference.RFP No. ....Dated.....

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated \_\_\_\_\_, and our proposal. We are hereby submitting our proposal, which includes this technical proposal and Financial Proposal submitted through e-Procurement Portal. Our proposal is binding upon us. We understand that you are not bound to accept any Proposal you receive.

We hereby offer to provide the Services at the quoted rates mentioned in the Financial Bid.

We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We enclose herewith the complete Technical Bid as required by you. This includes: This Bid Letter and Bid Particulars.

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the Contract applicable to this RFP and we do hereby undertake to provide services as per these terms and conditions.

Certified that the Bidder is a Company and the person signing the tender is the duly constituted attorney. Bid Security (Earnest Money) for an amount equal to Rs. \_\_\_\_\_ is enclosed in the cover containing the letter for Technical Bid.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this *DD/MM/YYYY* (Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company)  
Seal/Stamp of bidder

Witness Signature: Witness Name:

Witness Address:

**ANNEXURE-8: FINANCIAL BID COVER LETTER &FORMAT**

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

To,  
Managing Director,  
RISL,  
Jaipur (Raj.)

Reference: NIB No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the bidding document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work in conformity with the said bidding document.

I/ We undertake that/ to: -

- the quoted prices are in conformity with the requirements 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).
- if awarded the contract, I/ we shall submit the prescribed performance security deposit and shall supply/ work in accordance with the prescribed timelines.
- abide by this bid for a period of \_\_\_\_\_ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- 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.
- you are not bound to accept the lowest or any bid you may receive.

We unconditionally 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}

The Bidders needs to submit their Financial Proposal at e-procurement website as per the below mentioned templates:

**BOQ [All Amount to be mentioned in Rupees]**

**TABLE-1: DELIVERY CHARGES RATE FOR STANDARD DELIVERY CHANNEL WITHIN RAJASTHAN**

Tender Inviting Authority: Managing Director, RISL												
Name of Work:												
NIB No.:Date:												
Bidder Name:												
A	B	C	D	E	F	G	H	I	J	K	L	M=(D+E+F+G+H+I+J+K+L)xB
<i>Forward Delivery</i>			<i>Unit Rates<sup>s</sup> Quoted by Bidder*(All rates are exclusive GST)</i>									
Weight Slab	Qty	Consignment Weight <sup>***</sup>	Zone 1 (within city)	Zone 2 (within state)	Zone 3 (Metro )	Zone 4 (Rest of India)	Zone 5 (North-East/J&K)	ODA <sup>****</sup> Charges (For Rajasthan Rural Deliveries)	RTO <sup>\$\$\$</sup> charges	COD charges (upto 2500/- order value)	COD charges (above 2500/- order value)	Total (excluding GST (In Rs.))
500gm to 5kg	8000	upto 500gm										
	5000	every 500gm (500gm-5kg)										
5kg to 10kg	3000	upto 5kg										
	1500	every 1kg (5kg to 10kg)										
10kg and above	1000	upto 10kg										
	1000	every 1kg (10kg and above)										
<b>Reverse Pickup Charges (RPC)<sup>\$\$</sup></b>												



500gm to 5kg	1000	upto 500gm										
	1000	every 500gm (500gm-5kg)										
5kg to 10kg	500	upto 5kg										
	500	every 1kg (5kg to 10kg)										
10kg and above	500	upto 10kg										
	500	every 1kg (10kg and above)										
<b>Total in Figures</b>												
<b>Total in Words</b>												

<b>*Quoted rate shall include:</b>
Fuel Surcharge
Insurance Charge
Docket Charges
OR Any other Component, If Applicable
Basic packing over & above the seller packing with e-bazaar branding

\*\*Pick up point will be store/office/warehouse of seller/logistic aggregator / local vendor depending on the order assigned.

\*\*\*Weight includes the weight of product with basic packaging.

\$\$ In reverse pickup required packaing for transit is to be provided by the aggregator if required.

\$\$\$ Return to Origin Charges

**TABLE-2. PACKING CHARGES RATE FOR ADDITIONAL PACKING ON ORDERS**

Tender Inviting Authority: Managing Director, RISL						
Name of Work:						
NIT No.: Dated:						
Bidder Name:						
1	2		3	4	5	6=5X4
S. No.	Types of packaging	Particular	Unit (Item)	Qty (Total Items)	Base Unit Cost (in INR) (inclusive of all taxes, levies, and duties applicable but excluding GST)	Total Price In Figures (in INR) (inclusive of all taxes, levies, and duties applicable but excluding GST)
1	Bubble Wrap	For Small Size [Up to 500 cubic inch]	Nos	3000		
2	Bubble Wrap	For Medium Size [> 500 cubic inch to 2000 cubic inch]	Nos	2000		
3	Bubble Wrap	For Large Size [> 2000 cubic inch]	Nos	2000		
4	Carton box	Layered Packing for Small Size [Up to 500 cubic inch]	Nos	3000		
5	Carton box	Layered Packing for Medium Size [> 500 cubic inch to 2000 cubic inch]	Nos	2000		
6	Carton box	Layered Packing for Large Size [> 2000 cubic inch]	Nos	2000		

7	Plastic bag	For Small Size [Up to 500 cubic inch]	Nos	5000		
8	Plastic bag	For Medium Size [> 500 cubic inch to 2000 cubic inch]	Nos	3000		
9	Plastic bag	For Large Size [> 2000 cubic inch]	Nos	2000		
		<b>Total in figures</b>				
		<b>Total in Words</b>				

**Note-6:\*** *The above quoted Rates would be applicable for the entire duration of the Rate Contract.*

- a) Applicable GST shall be derived as per the GST notification and will be paid on actual basis.
- b) Rates mentioned in above tables should be inclusive of Basic standard polythene packing.
- c) The offers shall be evaluated as per the criteria mentioned in this bidding document.
- d) In case of exceptional high rate for any item/sub activity, negotiation shall be held with respective firm on the quoted rate of respective item/ sub activity. In case of failure of negotiation, rate contract for that particular item shall not be entered into.
- e) Bidder should quote rates only on e-proc system BOQ

**ANNEXURE-9: DRAFT AGREEMENT FORMAT**

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

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the 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 work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles set forth thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions



of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

• Delay up to one fourth period of the prescribed delivery period, completion of work	2.5%
• Delay exceeding one fourth but not exceeding half of the prescribed delivery period, completion of work.	5.0%
• Delay exceeding half but not exceeding three fourth of the prescribed delivery period, completion of work.	7.5%
• Delay exceeding three fourth of the prescribed delivery period, completion of work.	10.0%

Note-7:

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

## 6. Service Level Standards/ Requirements/ Agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the tendering authority for the duration of this contract.

The timelines & SOPs for order processing, pickup/ delivery of ordered products will be defined and revised on the basis of e-commerce industry standards with periodic review or instant requirement. However, following SLA will be applicable on delay in delivery of ordered product:

S. No.	Activity	Penalty
1	Delivery/Pick Up from Seller's/Logistic aggregator's store/warehouse to customer's address or other logistic services*	One of the following - 1) 3 % of logistic service* value per day till 7 days after estimated delivery time. 2) 100% of logistic service value after 7th day after estimated delivery time
2.	Improper packaging/ incorrect material used/ not as per specification	100% of packing charges per item
3.	Damage due to improper material handling during transit (pickup-	cost of the product

S. No.	Activity	Penalty
	delivery) / packaging/ improper handling of product in Warehouse	

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

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2013.

Signed By:	Signed By:
( ) Designation: Company:	(..... Chairman & Managing Director, RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	( ) Designation: RISL, Govt. of Rajasthan
( ) Designation: Company:	( ) Designation: RISL, Govt. of Rajasthan

**ANNEXURE-10: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

## 1. Particulars of appellant:

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

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

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

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

## 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:&lt;please specify&gt;

## 5. Number of affidavits and documents enclosed with the appeal:&lt;please specify&gt;

## 6. Grounds of appeal (supported by an affidavit):&lt;please specify&gt;

## 7. Prayer:&lt;please specify&gt;

Place .....

Date .....

Appellant's Signature