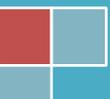


2026

RajCOMP Info Services Limited (RISL)

**RFP for Selection of E-Mail Solution for
Government of Rajasthan**



RFP for Selection of E-Mail solution for government of Rajasthan

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at https://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Last Date & Time of Submission of Bid	
Date & Time of Opening of Technical Bid	

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

RajCOMP Info Services Limited (RISL)

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

Phone: 0141- 5103902 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
BoQ	Bill of Quantity
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Chairman cum Managing Director, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Project Period	The Rate contract shall commence from the date of agreement till 1 Year.
Day	A calendar day as per GoR/ GoI.
DeitY, GoI	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods & Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders

LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. DoIT&C, GoR in this RFP document.
Rate Contract	A rate contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.
Rate Contract Validity	Rate Contract shall remain valid for a period of one (1) year from the date of signing of agreement under this Rate Contract.
RISL	RajCOMP Info Services Limited
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	https://sppp.rajasthan.gov.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number

TPA	Third Party Auditors
Valid Domain	All kind of domains ASCII or non- ASCII
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BID (IFB)& NOTICE INVITING BID (NIB) NIBCODE- RIS2526A0078
Unique Bid No.: RIS2526GLOB00072

Ref No.: Ref: F4.14 (17)/RISL/Tech/ep/25/BSDC-RISL/018

Dated: 22.01.2026

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: MD, RajCOMP Info Services Limited (RISL) Address: First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Designation: SA (Jt. Director), OIC Email Soln, RISL Address: Third Floor, Bhamashah State Data Centre (BSDC), Jhalana jaipur Email: niteshmeena.doit@rajasthan.gov.in
Subject Matter of Procurement	RFP for selection of E-Mail solution for government of Rajasthan
Bid Procedure	Single-stage: two part (envelop) open competitive eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Low Cost Based Selection (LCBS) - Lowest evaluated technically responsive bid
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in Bidding document fee: Rs. 5,000/- (Rupees five thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". RISL Processing Fee: Rs. 2,500/- (Rupees Two Thousand Five Hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs.30.00 Cr (Rupees Thirty Crore Only) (Incl. all Taxes and levies)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): 2% of the estimated procurement cost, 0.50% for S.S.I. unit of Rajasthan, 1.0% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction OR As per government Prevailing rules and regulations. Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee, in specified format, of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur".
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> From 23.01.2026 at 03:00 PM
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date: 30.01.2026, at 11:30 AM Place: Board Room, RISL, First floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Pre-requisite: Submission of tender fees as mentioned Pre-Bid query submission upto Date: 30.01.2026 5.00 PM
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at eProc website (http://eproc.rajasthan.gov.in) Start Date: 16.02.2026, 06:00 PM End Date: 24.02.2026, 04:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> Till End Date: 24.02.2026, 03:00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> Date: 24.02.2026 Time: 4:30 PM Place: RSDC, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-

	Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	180 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to date/time mentioned in NIT, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) RISL will not be responsible for delay in online submission due to any reason. For this, 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 e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR 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 Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a LoI has been issued or a formal contract is signed and executed between the procuring entity and the successful bidder. 9) Procuring entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTPP Act, 2012 and Rules, 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail. 11) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity. 12) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa. 	

SA (Jt. Director)

2. PROJECT PROFILE & BACKGROUND INFORMATION

Project Profile

The Rajasthan State Government implemented and operates a comprehensive email communication system to facilitate efficient communication across its various departments, boards, corporations, and affiliated organizations. This system is crucial for supporting administrative functions, facilitating intra-governmental communication, and ensuring timely dissemination of information.

The state government utilizes Microsoft Exchange 2016 as its primary email solution, managing a substantial user base of more than 62,000 mail accounts. This infrastructure supports multiple domains, ensuring that each affiliated organization, including Rajasthan.gov.in, RIICO, JVVNL, RVPN, JMRC, Jaipur Diary, Rajasthan Police, RFC, and Bikaner Technical University (BTU), receives dedicated email services under their respective domains.

This project intends to enhance/upgrade the capabilities of existing email infrastructure of the Rajasthan State Government to ensure scalability, reliability, and security of email communication across all departments and affiliated organizations. This enhancement will cater to increasing demands for email services, accommodate growing data storage requirements, and implement modern security measures to safeguard sensitive governmental communications.

3. QUALIFICATION/ ELIGIBILITY CRITERIA

A bidder (OEM, System Integrator (SI), Dealers & Distributors are eligible to participate in the bidding process) participating in the procurement process shall possess the following minimum qualification/eligibility criteria.

1) In Case Bidder is System Integrator (SI), Dealers & Distributors

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	A company registered under Indian Companies Act, 1956 or Companies Act, 2013 OR A partnership firm registered under Indian Partnership Act, 1932.	Copy of valid Registration Certificates OR Copy of Certificates of incorporation.
2.	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ITeS for any of the last three consecutive financial years, i.e., 2022-23, 2023-24, 2024-25 & 2025-26 (Till Date of Submission) should be at least Rs. 50.00 Crores.	CA Certificate with CA's Registration Number/ Seal bearing UDIN
3.	Financial: Net Worth	The net worth of the bidder, as on 31st March, 2025, should be Positive.	CA Certificate with CA's Registration Number/ Seal bearing UDIN
4.	Technical Capability	<p>1) The Bidder must be authorised partner of OEM.</p> <p>2) The bidder must have successfully completed or partially completed one work order of providing mailing solution license (Installation/migration of e-mail solution or similar service) Or Installation/migration with Management/Support of e-mail solution or similar service of value not less than the amount Rs. 2.00 Cr in India during the period from 01/04/2021 onwards.</p> <p>OR</p> <p>3) The bidder must have successfully completed or partially completed one work order of providing mailing solution license minimum 10000 mailboxes in India during the period from 01/04/2021 onwards.</p> <p>OR</p> <p>4) The bidder must have successfully completed or partially completed two work order work order of providing mailing solution license Installation/migration of e-mail solution or similar service) of value not less than the amount Rs. 1.00 Crore with 7000 mailboxes each in India during the period from 01/04/2021 onwards.</p> <p>5) The submitted Work Order(s) pertaining to the Email Software Product shall be from projects of similar nature and scope, successfully implemented in State Government Departments, Central Government</p>	<p>Copies of Work Order + Work completion / Phase Completion report from client</p> <p>OR</p> <p>Certificate/Letter from Chartered Accountant giving the details of the project.</p> <p>Note: Date of the work orders should NOT be earlier than 01/04/2021.</p>

		Departments, Public Sector Undertakings (PSUs), Financial Institution, BFSI, Public Sector Banks.	
5.	Tax registration	The bidder should have a registered number of i. GST ii. Income Tax / Pan number.	Copies of relevant certificates of registration
6.	Mandatory Undertaking	As per Annexure-5: Self-Declaration	A Self Certified letter
7.	Manufacture Authorization Form (MAF)	MAF is required at the time of Bid Submission.	OEM certified MAF as per Annexure-6
8.	Certificates	The Bidder shall have following certificates: - A. ISO 9001:2015 (For quality Management) or higher B. ISO 27001:2013 or higher certificate. (For Information Security Management) certificate(s). C. CMMI Level -3 or higher certificates	Copies of relevant certificates to be submitted.

- 1.1 In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- a. the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB”; and
 - b. the procuring entity may require a bidder, who was qualified, to demonstrate its qualifications again in accordance with the same criteria used to 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.

- 2) The OEM of the Mail Messaging software shall possess the following minimum qualification/ eligibility criteria

S. NO.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	OEM should have been in operation in India for last more than 10 years	Copy of Certificates of incorporation.
2	Financial: Turnover	Average Annual Turnover of the OEM for any of the last three consecutive financial years, i.e., 2022-23, 2023-24, 2024-25 & 2025-26 (Till Date of Submission) should be at least Rs. 90.00 Crores.	CA Certificate with CA's Registration Number/ Seal bearing UDIN
3	Experience - Mailboxes & Organizations	Email software OEM should have experience of providing mailboxes to at least 5,00,000 users during last 3 years.	Self-Declaration from the authorized signatory on OEM's letterhead.
4	ISO Certifications	Email OEM must have all the following valid latest certifications (a) ISO 9001:2015 (Quality management) (b) ISO 27001:2013 (Information Security Management System)	Copies of relevant certificates to be submitted
5	Product	Supplied product should have compliance make in India Class-1 or 2.	Copy of Self certificate and a certificate from the statutory auditor or the cost auditor of the company (in case of companies) giving the percentage of local content.
6	No sharing /replicating / processing Email data	Undertaking for not sharing/replicating/ processing Email data to any other Data Centre/ Data processor and outside the boundaries of RISL/DOIT&C DC & DR	Undertaking on OEM's Letterhead

Notwithstanding anything contained elsewhere in this RFP, the eligibility requirements shall be interpreted as under:

a) Where the Bidder is a System Integrator (SI), Dealer, Distributor, or Partner, the Bidder shall comply with the Bidder eligibility criteria, and the OEM of the offered Mail Messaging Software shall separately comply with the OEM eligibility criteria specified in this RFP.

b) Where the Original Equipment Manufacturer (OEM) of the offered Mail Messaging Software participates directly as the Bidder, and does not bid through any SI, Dealer, Distributor, or Partner, the Bidder shall be required to comply only with the eligibility criteria specified for the OEM, and the Bidder eligibility criteria applicable to SI/partners shall not apply.

In such cases, submission of Manufacturer Authorization Form (MAF) shall not be applicable, and the OEM shall submit an undertaking confirming direct participation and full contractual responsibility.

4. SCOPE OF WORK, DELIVERABLES AND TIMELINES

A. Details of work

RISL invites proposals for the supply, installation, and maintenance of an on-premise email solution. The licenses (Ent. Edition/ Highest Version) shall be perpetual and on-premise with software assurance. The product should not be open source or available currently or historically as open source including any edition, variant, or version sharing common source code, architecture, or lineage with the offered product and must comply with **the Make in India – Class 1 or 2** category requirements.

The SI/Bidder has two options:

1. **Provide ATS for existing Email Solution:** RISL uses Microsoft Exchange 2016 software as its present mailing solution. The bidder has to upgrade the solution to the latest version of Microsoft Exchange (on-premise) licenses to 80000 users. The latest upgraded version must comply with the **Make in India – Class 1 or 2** category requirements.

S.No	Description	Existing Infrastructure	Proposed upgradation requirement
A	Current mailing solution	Microsoft Exchange 2016	Latest available version of Microsoft Exchange on premise mailing solution
B	Mail Server License (Ent. Edition)	5 (3 Client + 2 Mailboxes)	16 (10 Client + 6 Mailboxes)
C	Mail Server License (Ent. Edition) At DR site Jodhpur	Nil	8 (5 Client + 3 Mailboxes)

Note: - Mail Server License (Ent. Edition) Should be support minimum 16 core per server. Quantity may vary as per requirement of procuring entity.

2. **Alternatively, the SI may provide new Email solution:** SI/Bidder may provide new on-premise mailing solution for 80000 users. The SI/Bidder opting for this alternate shall have to migrate complete mails of users from present solution to this new solution.

The deployed mailing solution should not be dependent on server-based licensing. The SI/Bidder shall deploy the mailing solution on a minimum of 16 servers (10 Client + 6 Mailbox) at the DC and 8 servers (5 Client + 3 Mailbox) at the DR. The procuring entity may increase or decrease the number of servers on which the mailing solution is deployed at the RSDC and DR sites, as per requirements.

3. **Key Responsibilities of OEM/SI**

- (a) Supplying, Installation of the email solution as specified in Annexure-1 (Bill of Material)
- (b) Reviewing the existing mailing solution (Microsoft Exchange 2016), migrating it to the newly supplied mailing solution, and managing the existing system until the new solution is live.
- (c) Installing the new mailing solution at RSDC P4 and creating a replica at the DR site in Jodhpur or as decided by RISL.
- (d) Providing all necessary installation materials, tools, software, and accessories required for Proper installation.
- (e) Installing the supplied email solution at both the RSDC and DR sites and obtaining a successful installation report from the RISL.
- (f) The required SSL certificates shall be provided by the email solution service provider for duration as per work order.
- (g) Detailed Planning for Installation, integration, migration and commissioning should be done by OEM/ SI.

The successful bidder/OEM will submit detailed technical document and proposed plan for email solution with final commissioning job as follows:

1. Full requirement gathering as per requirement.
2. Proposed configuration for the Domain.
3. Migration of approximately 62000 mail boxes of various domains/systems Approx mail size 150TB.

4. The optimally designed & configured email solution.
5. Demo to Email users and Administrative users.
6. Deployment of resources.
7. SLA monitoring tool with details and description.
8. Complaint handling system.
9. Details of issue Escalation Matrix
10. Roles & authorization matrix format for Administrator.
11. The SI/OEM shall be responsible for providing training material (such as user manual and Video) to end-users.

B. Deployment of resources: -

The successful bidder will deploy the resources at RSDC/ RISL Jaipur as below: -

S. No.	Particulars	Quantity	Duration
1.	Implementation and Commissioning	As per requirements for timely implementation, a Separate project implementation team will be deployed by OEM OR OEM Certified manpower on the payroll of SI	4 Months
2.	Operation and Support	i. Sr. Domain Expert – 01 ii. Support Engineer – 04	3 Years (After go live)

Minimum Qualification for resources:-

S. No	Designation	Education Qualification	Work Experience
1.	Sr. Domain Expert (Mail Admin)	B.E/B.Tech/MCA/ M.Sc.(IT) /M.Tech. or equivalent	<ul style="list-style-type: none"> • 5+ years relevant work experience in technical administrative tasks to ensure stability and availability of email servers, troubleshooting, mail routing related issues. • Excellent problem solving and troubleshooting skills. • Certificate in relevant technology by OEM.
2.	Support Engineer	B.E/ B.Tech/ MCA/M.Tech./M.S c.(IT) or equivalent	<ul style="list-style-type: none"> • 3+ years relevant work experience in technical administrative tasks to ensure stability and availability of email servers, troubleshooting, mail routing related issues. • Excellent problem solving and troubleshooting skills. • Certificate in relevant technology by OEM.

C. Technical Support

- a. Bidder shall provide premium OEM technical support, subscription and maintenance services (24 x 7 support) for the period as specified in Bill of Material(Annexure-1).
- b. Supplier shall also be responsible for providing updates & patches for a period as specified in Bill of Material (Annexure-1).
- c. Annual Technical Support for the items as mentioned in Annexure-1 with updates and comprehensive maintenance shall be required for three (3) years from the date golive after migration. It implies ZERO repair/maintenance cost to purchaser when items are in effective contract.
- d. Migration Services :- In case migration activity decided by the department to new hardware and/or OS platform or to change the location of the setup such migration activity shall be provided by the bidder free of cost.

D. Operations and Maintenance (Bidder's OEM Certified/ Trained Manpower):

- a. The bidder shall deploy onsite, the following minimum technical manpower: -
 - i. Support engineer: 4 Nos.; 7 days a Week (Monday to Sunday).
 - ii. Sr. Domain Expert: 1 Nos.; 6 days a Week (Monday to Saturday).
 - iii. Deployed Manpower team , including Support engineer (shift -1 and shift -2), and the Sr. Domain Expert (General Shift) ,shall perform their duties into the shifts as following: -
Shift 1 (Time – 8 AM to 3 PM)
Shift 2 (Time – 3 PM to 10 PM)
General Shift (Time – 9:30AM- 6PM)
 - iv. Shift Timings and person duty timings in each shift can be changed anytime during the contract period as per the requirement of project.
- b. Deployed resources shall be responsible for: -

1. Support Engineer -

The Support Engineer is responsible for troubleshooting and resolving email-related issues, ensuring smooth mail flow, and supporting end-users in a business or enterprise email environment.

Key Responsibilities:

- a) Email Troubleshooting & Issue Resolution
- b) Diagnose and resolve email delivery failures, delays, and errors
- c) Address user issues related to email clients (Outlook, Thunderbird, etc.).
- d) Investigate spam, phishing, and blacklisting issues.
- e) Resolve authentication failures (password resets, MFA, SMTP/IMAP/POP issues).
- f) Mail Server & Client Support Assist in managing email accounts, distribution lists, and mailbox quotas. Support DNS configurations related to email (MX, SPF, DKIM, DMARC). Troubleshoot Outlook add-ins, mobile email access, and syncing issues.
- g) Security & Compliance Assist in identifying and mitigating phishing and spam threats. Enforce email security policies and access controls. Monitor mail queues and logs for anomalies.
- h) User Support & Escalation
- i) Respond to user queries via tickets, email, or calls.
- j) Escalate unresolved issues to Senior System Engineers or vendors.
- k) Document common issues and solutions in a knowledge base.
- l) Monitoring & Reporting
- m) Use monitoring tools to track mail flow and server performance.
- n) Generate reports on email usage, security incidents, and delivery rates.

2. Sr. Domain Expert –

The Senior System Engineer is responsible for the deployment, optimization, and advanced troubleshooting of enterprise mail solutions. They work on infrastructure-level changes, security enforcement, and performance enhancements.

Key Responsibilities:

- a) Mail Infrastructure Design & Administration.
- b) Manage and maintain enterprise mail server.
- c) Configure and optimize email routing, load balancing, and high availability.
- d) Ensure proper DNS configurations (MX, SPF, DKIM, DMARC, PTR) for mail security and deliverability.

- e) Advanced Troubleshooting & Performance Optimization
- f) Analyze email logs, tracking systems, and headers for root cause analysis.
- g) Optimize email queues, anti-spam configurations, and message policies.
- h) Address mail relay and SMTP connectivity issues.
- i) Security & Compliance Management Implement and enforce email security policies, TLS encryption, and DLP (Data Loss Prevention).
- j) Manage anti-spam and anti-phishing technologies (Microsoft Defender, Proofpoint, IronPort, etc.).
- k) Conduct security audits and ensure compliance with regulations (GDPR, HIPAA, ISO 27001).
- l) Automation & Scripting.
- m) Develop PowerShell/Bash scripts for email system automation and monitoring.
- n) Integrate email solutions with SIEM tools for proactive threat detection.
- o) Upgrades, Migrations & Integrations
- p) Plan and execute email migrations if required.
- q) Perform upgrades and patches for email servers and clients.
- r) Integrate email solutions with third-party applications (SSO and other state government Applications).
- s) Mentoring & Documentation (Create and maintain technical documentation, SOPs, and troubleshooting guides.)
- t) Deployment of latest stable updates and patches (both OS and Email Solution) as and when released by the OEM.
- u) Backup/ restore (with support from RSDC Team) .
- v) Lead incident response and post-mortem analysis for major email outages.
- w) Provide guidance and training to support engineers.

E. Delivery and Payment Schedule:-

Please refer Chapter 7.1 (Payment Terms and Schedule) of this RFP

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

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

2) Pre-bid Meeting/ Clarifications

- a) Pre-requisite: Submission of tender fees as mentioned in NIB.
- b) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- c) 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.
- d) 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
- e) 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.

3) Changes in the Bidding Document

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

4) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders 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) Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) **All the documents uploaded should be digitally signed with the DSC of authorized signatory.**
- c) A Single stage-Twopart/ 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 following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4 (PDF)
5.	Self-Declaration	As per Annexure-5 (PDF)
6.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
7.	Annexure-1: Bill of Material	As per Annexure-1 (PDF)
8.	Annexure-2: Technical Specification	As per Annexure-2 (PDF)
9.	Manufacturer's Authorisation Form (MAF)	As per Annexure-6 (Indicative Format) (PDF)
10.	Undertaking on Authenticity of Supplied Product	As per Annexure-7 (PDF)
11.	Components Offered + Technical specifications compliance sheet for all items only on OEM Letter Head	As per Annexure-8 (PDF) + Annexure-2 (PDF)

- b) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-9 (PDF)
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal

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

6) Cost & Language of Bidding

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

7) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. 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 in the “Annexure-9: Components Offered”.

8) Bid Security

The bid security shall be applicable as per Government of Rajasthan Rules & regulations (Please refer annexure-14). Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

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

9) Deadline for the submission of Bids

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

10) Withdrawal, Substitution, and Modification of Bids

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

11) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any,

brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method:

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

13) Clarification of Bids

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

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, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) **Technical Evaluation Criteria**
- Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and signing of Bids”.
- d) **Tabulation of Technical Bids**
- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
 - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
 - e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
 - f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) **Evaluation & Tabulation of Financial Bids**

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

- a) For two part/ coverBid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present>;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in

descending order. <In case quality is also a criteria and the combined score of technical and financial evaluation is considered>;

- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16) Correction of Arithmetic Errors in Financial Bids

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

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

17) Negotiations

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

18) 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.

19) 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.

20) 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.

21) **Information and publication of award**

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

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.

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. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - ii. 50% of the value of goods or services of the original contract.

- c) If the bidder quotes/ reduces its price to render similar goods, works or services at a price lower than the work order / rate contract price to anyone in the State at any time during the project, any additional order [repeat orders for extra items or additional quantities] 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 project and the work order/ rate contract shall be amended accordingly. The bidder shall be responsible to intimate RISL about the price fall.

24) Price Fall

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.

25) Work Order issued to Selected Bidder(s) under Rate Contract (RC)

As per the requirements, from time to time, the Purchaser shall issue a work order to the successful bidder(s) for supply of items. However, the rate contract does not guarantee the bidder to receive any minimum/ committed number of work order(s) from RISL. The work order shall specify the quantity of various items to be supplied along with delivery schedule for supply and installation (if any).

26) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) Currently the amount of performance security 5%, **OR** as per Government of Rajasthan prevailing rules and regulations, 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: -
- Bank Draft or Banker's Cheque of a scheduled bank;
 - 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;
 - 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;
 - 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 [a.] 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.
- h) Performance Security Deposit (PSD) amount shall be release only after successful completion of the contract/project.

Note: -

Additional Performance Security. -

1. 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. 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-GRAS, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.
For the purpose of this-
 - (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 - (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by The Procuring Entity.
 - (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
2. The Additional Performance Security shall be refunded to the contractor 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 contractor.

27) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, 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 **[As per government Prevailing rules and regulations] and to be purchased from anywhere in Rajasthan only.**

28) Confidentiality

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

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

29) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder 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.

30) Code of Integrity for Bidders

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

- v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:
- - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

31) Interference with Procurement Process

A bidder, who: -

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

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

32) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 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 :
First Appellate Authority: Secretary, IT&C, GoR
Second Appellate Authority: Secretary (Budget), Finance Department, GoR
- f) Form of Appeal:
- Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
 - 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.
 - 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:
- 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.
 - 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:
- 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.
 - On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - hear all the parties to appeal present before him; and
 - peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - 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.
 - The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

33) Stay of procurement proceedings

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

34) Vexatious Appeals & Complaints

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

35) 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.

36) Debarment from Bidding

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

37) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may

be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

38) Procurement Governing Act & Rules

All the provisions and clauses of RTPP Act 2012 and Rules 2013 (as per amended time to time) thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail. The bidders are advised to adhere the provisions as mentions in RTPP Act 2012 and Rules 2013.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

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

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

1) Contract Documents

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

2) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) **Language**

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

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

Joint Venture, Consortium or Association is not allowed for the bid.

5) **Eligible Goods and Related Services**

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply & installation.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause "Eligible goods and related services".

6) **Service of Notice, Documents & Orders**

- a) A notice, document or order shall be deemed to be served on any individual by -
 - a. delivering it to the person personally; or

- b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
 - b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.
- 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.
 - c) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.
- 8) **Delivery & Installation**
- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
 - b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
 - c) The Supplier/ Selected Bidder shall arrange to supply & install the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
 - d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.
- 9) **Supplier's/ Selected Bidder's Responsibilities**
- The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.
- 10) **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.

11) 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.

12) Recoveries from Supplier/ Selected Bidder/Authorised partner

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

13) Taxes & Duties

- a) The TDS, GST (Whichever is applicable) etc., if applicable, shall be deducted at source/ paid by tendering authority as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

14) Sub-contracting

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

15) 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 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.

16) **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 conform 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.

17) **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.

18) Insurance

- a) The goods will be delivered at the destination godown in perfect condition. 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.

19) Transportation

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

20) 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. Inspection shall be made at supplier's/ selected bidder's godown at Jaipur (at supplier's/ selected bidder's cost).
- 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) As soon as the goods arrive at the designated place for supply, an inspection Committee constituted by RISL shall inspect the material for its conformity with Technical specification mentioned.
- d) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

21) Samples

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.

- d) Samples not approved shall be collected by the unsuccessful bidder. RISL will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

22) **Drawl of Samples**

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

23) **Testing charges**

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

24) **Rejection**

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of RISL's 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.

25) **Delivery period & Extent of Quantity – Repeat Orders**

- a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- b) The selected bidder shall arrange supplies within the stipulated time period.
- c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

26) **Freight**

- a) 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 bill.

- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.
- d) Remittance charges on payment made shall be borne by the bidder.

27) Payments

- a) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R all remittance charges will be borne by the bidder.
- b) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
- c) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

28) Liquidated Damages (LD)

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply/ install/ complete:-

Sr.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed delivery period & completion of Goods and Services.	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period & completion of Goods and Services.	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period & completion of Goods and Services.	7.5 %
d.	Delay exceeding three fourth of the prescribed delivery period, & completion of Goods and Services.	10.0 %

- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

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

30) Settlement of Disputes:

- a) General: If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal

- advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)
- Chairman of BoD of RISL : Chairman
 - Secretary, DoIT&C or his nominee,
not below the rank of Deputy Secretary : Member
 - Managing Director, RISL : Member
 - Director (Technical)/ Executive Director, RISL : Member
 - Director (Finance), RISL : Member
 - A Legal Expert to be nominated by the Chairman : Member
- c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.
- 31) All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.
- 32) **Authenticity of Equipment**
- a) The selected bidder shall certify (as per Annexure-9) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained.

Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

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

33) **Warranty**

- a) The bidder must supply all items with comprehensive on-site OEM warranty valid for a period as mentioned in Annexure-1 of this RFP after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.
- b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

34) **Patent Indemnity**

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
 - i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

35) **Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

36) **Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the RISL, the RISL may take the case with the supplier/ selected bidder on similar lines.

37) **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.

38) Termination

a) Termination for Default

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

b) Termination for Insolvency

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

c) Termination for Convenience

- i. DoIT&C, 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.

39) **Verification of Eligibility Documents by RISL**

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

40) **Restrictions on procurement from a bidder of a country which shares a land border with India**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered either with the Competent Authority of GoI by Department of Promotion of Industries and internal trade under the Ministry of Commerce and Industry or with the Competent Authority of GoR.

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

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

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) **Payment Terms and Schedule**

- a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

I. For initial order (which includes setup/configuration and migration from the Old/existing system)

S. No.	Milestone/ Phase	Deliverables	Timelines (T= Date of WO)	Payable Amount
Payment Timeline (BoM Item no. 1)				
1.	Completion of Supply & Installation Phase as mentioned in 4.(A)	<ul style="list-style-type: none"> • Delivery Challan for ordered items/licenses • License/Support/Warranty Certificates from OEM (Valid for 3 years from go-live) • Installation Report • Successful Migration Report • UAT Report • Support Escalation matrix document 	T+120 days	70% WO amount Remaining 30% will be equally divided and paid at the end of each support year.
2.	Operation and Maintenance phase	<ul style="list-style-type: none"> • Satisfactory report by POIC • Upgrade and patches report • SLA Report 		In equated Installments of the amount quoted at the end of each quarter for three year.

II. For subsequent license orders placed during the rate contract duration (new user onboarding licenses in the new system)

S. No.	Milestone/ Phase	Deliverables	Timelines (T= Date of WO)	Payable Amount
Payment Timeline (BoM Item no. 1)				
3.	Supply & Installation of new licenses	<ul style="list-style-type: none"> • Delivery Challan for ordered items/licenses • License/Support/Warranty Certificates from OEM • Installation Report • The bidder shall provide warranty along with software assurance. It is recommended that if the bidder offers the warranty on a yearly basis, the renewal or extension of the warranty must be completed before the expiry of the previous warranty certificate. 	T+15 days	70% WO amount Remaining 30% will be equally divided and paid at the end of each support year.

Note:- The cost of subsequent license orders shall be calculated based on the remaining duration of the initial work order, at the license rates specified in the original contract.

- 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, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, 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 shall be made only when such tests have been carried out, test 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.
- j) Payment shall be processed only after successful installation of SSL by RSDC team/ application team. If any issue occurs during the installation of the SSL, then selected bidder shall resolve the issue in timely manner.

2) Service Level Standards/ Requirements/ Agreement

- a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.
- b) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

S. No.	Measurement Parameter	Service Level	Penalty
1.	Time taken for resolving the issue raised	Within 0-1 hours of reporting the issue/ complaint	No penalty
2.	Time taken for resolving the issue raised	After 6 hours of reporting the issue/ complaint	1% of the quarterly payable amount towards
3.	Time taken for resolving the issue raised	After 12 hours of reporting the issue/ complaint	2% of the quarterly payable amount towards
4.	Time taken for resolving the issue raised	After 24 hours of reporting the issue/ complaint	3% of the quarterly payable amount towards per 12 hours
5.	Non-availability of the deployed resource(s)	Per day of absenteeism	Rs. 2000/- Per day Per resource/ manpower absent.

In case the supplier fails to rectify the defect(s) within 15 calendar days, it may be considered as breach of contract. Further, in case the fault is not resolved within 24 hours or lodging the complaint three times in a year, it may be considered as breach of contract.

Maximum applicable penalty shall be 20% of agreed value of item.

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

ANNEXURE-1: BILL OF MATERIAL (BoM)

Bidder shall Supply and Installation mailing solution as mentioned below: -

S. No.	OEM / Item	Tentative Qty	MAF required (Y/N)	Compliance (Yes/No)
1.	Mail boxes with Ent. Edition Licenses	80,000	Y	
2.	Mail Server License (Ent. Edition) (In case of up gradation only)	16 (10 Client + 6 Mailboxes)	Y	
3.	Mail Server License (Ent. Edition) At DR site Jodhpur (In case of up gradation only)	8 (5 Client + 3 Mailboxes)	Y	

Note: -

- a. All the items of above mentioned should be supplied with OEM Warranty, Support, Subscription/ Software Assurance. (License and asset ownership is required on the date of installation for all OS & related software products)
- b. All the supplied Hardware/ Software should be Interoperable, IPv6 ready and in compliance with the policies/ guidelines issued by DIT, GoI in this regard. Also, the bidder is to quote/ propose only one make/ model against item.
- c. For Items mentioned under Annexure-1: BOM shall be provided with Onsite Comprehensive OEM warranty and premium support (24x7) from the date of commissioning for 3 years. The quantity mentioned in the BoQ is tentative and to evaluate the L1 bidder only. Procuring Entity can place order in any combination of the quantity of mailboxes and servers.
- d. All hardware / software would be perpetual (on-premise) in nature.
- e. Licenses shall be in the name of 'Department of Information Technology and Communications, Government of Rajasthan'.
- f. The proposed solution should provide user / authenticated user licenses. Registered, but deactivated accounts or mailboxes should not be counted.
- g. All the specifications mentioned below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations. The bidder is required to submit the technical compliance statement for each item on the respective OEM's letter-head OR email from OEM.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-2: TECHNICAL SPECIFICATIONS (to be submitted on OEM Letterhead)

Item -1: Mail box solution to be supplied should have the minimum features as mentioned (Ent. Edition/
Highest Version shall be perpetual and on-premise with software assurance)

Name of mailing solution and its version.....(Need to be filled by the bidder)

S No	Functional Specifications	Compliance (Yes/ No)
	A. End User Features	
	General Features	
1.	Email software must support Email address creation on all kind of valid domains, should support large indexed mailboxes & have advanced search features.	
2.	Should support all features across all popular Browser (e.g. Firefox/Chrome/Safari etc.)	
3.	Should support e-mail, Address Book and contacts, Calendar, Task, File Sharing, Document Collaboration from a single interface.	
4.	The mail messaging software should be able to integrate with Active Directory to provide same user ID & password for user authentication.	
5.	Should have rich, interactive, web-based interface for end user functions (access through HTTPS) and mobile access through ActiveSync/SyncML/IMAP	
6.	Spell check facility while composing email.	
7.	Users should be able to sort emails in a conversation view & should be able to sort emails on From, To, Subject date etc.	
8.	Users should be able to configure Out of Office messages for all users and should be able to turn off or on notifications for external users.	
9.	Users should be able to create custom signatures.	
10.	The email should be automatically saved in "Drafts" while the user is composing the mail.	
11.	User should be able to define their viewing panels.	
12.	Users should have the feature to share mail to peers defining specific rights.	
13.	User should have the feature of delegating his/her inbox or specific mail folder/folders and the delegated user should have access to send email on behalf of the user.	
14.	User should have the feature manage multiple email accounts within same login” or “User can have multiple alias for their email with a single login”	
15.	Users should have the feature to Extensive search criteria, including Attachment Content.	
16.	Users should have the feature to create customer folders.	
17.	The proposed solution shall integrate with necessary email security systems to warn users when accessing any suspicious URLs. OR the proposed solution shall have inbuilt capability to warn users when accessing any suspicious URLs	
18.	The proposed solution one primary mailbox per user, with the ability to assign multiple aliases, shared mailboxes, and resource mailboxes as required. The solution must have built in Auto-Archive capability. It's preferred that Solution must support user's mailboxes with unlimited storage.	
19.	The solution should support PKI based encryption (Digital signature and Encryption of Mail) on Web, Mobile mail clients and Outlook Clients; it should also support data encryption in transit using TLS	
	Web Mail Client	
20.	The webmail client should be tightly bound with the messaging software and should be from the same principal as the messaging software.	
21.	Rich, interactive, web-based interface for end user functions.	

22.	Email software should support S/MIME or SSL/TLS for email encryption on the web client.	
23.	The mail messaging software should be bandwidth efficient such that users working on slow Connectivity / Low Bandwidth are also able to access Email facility smoothly. Support for Digital encryption on Webmail client.	
24.	Users should be capable of viewing the total size and available space of their mail boxes.	
25.	The administrator should be able to define log-out time on the webmail and should have Secure logout from Web mail client to prevent unauthorized access to mail pages after sign out.	
26.	Should support lookup of addresses from the central directory (Global address book).	
27.	Should have the feature of creating filters/rules, security feature in user's login to define allowed Country(s) from which account can be accessible.	
28.	Users should be able to restore deleted emails even from the trash from the web client	
29.	Should support adaptive mobile web browser.	
30.	Should support CalDV / CardDAV or VCF/iCAL for calendar & contacts Import/Export.	
31.	Should support "Automatic Email Categorization" or "Smart Mail Classification." The webmail system should automatically analyze incoming emails and classify them into meaningful categories i.e. OTP, GOV, Bank, Social, Travel etc.	
32.	The mail messaging software should support creation of Distribution Groups and Dynamic Distribution Groups, with scalability aligned to organizational policies. The mail messaging software should have a feature that allows users to create groups, each containing any number of mailboxes, without restrictions.	
33.	The user should be able to get a tour/guide when logging in the webmail for the first time. The solution should support creation of Email Shortcuts for faster accessibility. Users can mark important mails as shortcuts and access them instantly, without moving them from their original folders.	
34.	The mail messaging software should have the capability to customize the log-in page and do branding as per purchaser requirements. As part of solution RISL/DOIT&C Branded Mobile App for all users is also must or The Mobile App should be the from the same principal OEM and should be updated frequently to incorporate the latest features and functionality to avoid security risk.	
35.	The Webmail client should support Dark Mode and multilingual.	
36.	The solution should support selecting multiple emails and combining them into one single email, including all attachments from the selected emails.	
37.	A user when sending a calendar invite to another user should be able to get a notification if the recipient has set Out of office for him/herself	
38.	User should be able to set reminders for important emails. i.e. when the reminder time is reached, users will receive a notification.	
39.	The webmail client should alert users when they mention an attachment in the email body but forget to attach a file. Users can configure the keywords that trigger this alert. OR Microsoft Outlook client, which if integrates with Exchange Server and provides attachment reminder alerts based on user-defined keywords in case of exchange.	
40.	The email system should allow custom fonts in the webmail UI i.e Users should be able to utilize the range of fonts on the users Desktop for their emails. The solution shall support Email Recall for messages sent within the same domain or organization. If an internal email is sent accidentally, the sender can recall.	

41.	The Solution must support Email Security Gateway integration for added security in emails. The solution should also provide Rights Management controls for internal communication; Senders can define specific permissions on emails sent within the organization to protect sensitive information.	
42.	Users should be able to add private notes to emails for reminders, summaries, follow-ups, or insights.	
Desktop & Mobile Client		
43.	The solution must support multiple desktop clients, including but not limited to Windows & Mac i.e. Microsoft Outlook, Mozilla, Thunderbird or OEM Native client.	
44.	The solution must support both android and iOS custom native mobile clients provided to RISL/DOIT&C.	
45.	The solution must support client's offline capability to access emails offline.	
46.	The solution must provide full IMAP, POP, and SMTP support. The user should be able to take offline backup of all emails from the server and archive them on the local PC/Laptop.	
47.	The solution should create the same folder structure as on the server while Configuring on any client.	
48.	Users should be able to restore deleted emails even from the trash until trash is not made empty by user from the client however Users should be able to restore deleted emails on web even from the trash which were deleted from the client.	
49.	Email software should support S/MIME or PGP Mime for email encryption on the email clients along with RISL/DOIT&C Branded Mobile Email App for all users OR The Mobile App should be the from the same principal OEM and should be updated frequently to incorporate the latest features and functionality to avoid security risk.	
Address Book		
50.	The mail messaging software should have the capability to create personal address book for every user	
51.	User should be able to look for email addresses from the Global Address book (GAL)	
Calendar		
52.	The mail messaging software should have the capability to schedule personal appointments	
53.	The mail messaging software should have the capability to view free/busy status for the invitees for the internal users.	
54.	Users should be able to create recurring meetings.	
55.	Users should be able to block meeting rooms & resources.	
56.	The recipient will have a choice to accept, decline or tentatively accept an inviter delegate.	
Mobile Access -- Push Mail		
57.	Users should be able to Synchronize emails on mobile devices through ActiveSync or IMAP only (for iOS, Android).	
58.	The mail messaging software should have the capability to remotely wipe out the Email data on Mobile device.	
59.	The email solution should provide the capability to record detailed information on all device access to user mailboxes. It must also enable administrators to control and permit email synchronization on mobile devices based on configurable access rights (A/B/Q)	
60.	Access logs of mobile devices on server can be managed by administrative personals.	

Drag and Drop Attachments		
61.	User should be able to add attachments with size warnings. User should be able to add links of files in email web client drive/storage.	
62.	Users should be able to drag and drop attachments in the webmail client.	
63.	If the attachment size is above the configured limit, then the file should automatically be uploaded on the file share and a link should be sent via E-mail.	
B. Server Features		
General		
64.	The proposed Messaging Solution should be Enterprise Grade with perpetual license(on-prime) and should not include any individual components running on Beta version. A hyper scalable Email Platform which can be Single/ multi-tenant.	
65.	Messaging Server edition should run on any of the Linux platforms (RHEL, RockyLinux, Ubuntu, Oracle Linux) or windows os.	
66.	The mail messaging software should be configured in High Availability and 99.9% Uptime for services offered.	
67.	Should support hosting messaging sub-systems by role (like protocol, message storage, directory database, message routing, etc.) on more than one physical server/Virtual Machines or on the same server using Logical Partitioning. Which Can be increased and decreased as per requirement at any time.	
68.	The mail messaging software should be able to integrate with RISL/DOIT Single Sign-On and integrable with any of our other applications.	
69.	The mail messaging software should have a feature of Application Programming Interface (API). The mail messaging software should have multi factors: Authentication web Login and TOTP generation through RISL/DOIT&C Branded Mobile App/OEM App for all users integrated with our SSO and Sanchar.	
70.	The system must support zero-touch provisioning and de-provisioning, policy-driven mailbox lifecycle management, and automated role-based access via RISL/DOIT&C existing identity providers.	
71.	The email messaging solution must follow an evergreen delivery model with continuous feature updates, security patches, and UX enhancements during the contract period.	
72.	The mail messaging software must have roles for Domain, Server Administration, support. They can login with same email interface with same password but with multi factory auth.	
73.	The email messaging software should have the capability to integrate with external applications. These applications must have well-defined APIs and ensure that only authorized applications can invoke them.	
74.	The email messaging software should maintain an audit log of changes made to the email infrastructure by any admin.	
Storage		
75.	The software should be able to configure storage volumes for older messages Out of the Box with no additional use of any third-party application. To manage your email storage resources i.e. Messages and attachments are moved from a primary volume to the current secondary volume based on the age of the message. The messages should be still accessible.	
76.	Attachment De-duplication: The System should not duplicate the attachment, thus it should provide single instance storage.	
77.	The administrator can set per-user message size limit. This can be set for a single user or a group of users	
Domain-Level Management		
78.	Ability to create and manage multiple mail domains within a single instance of Messaging Solution	
79.	The mail messaging software should support Delegated Admin. The mail system administrator should be able to create, delete user accounts and manage control the mail archival /journal solution. The mailing solution must also provide	

	RISL/DOIT&C Branded Mobile App OR The Mobile App should be the from the same principal OEM and should be updated frequently to incorporate the latest features and functionality to avoid security risk.	
80.	The administrator should have the capability to run a search for a mail across all the mailboxes on the server.	
Server Security		
81.	The mail messaging software should provide native multi-factor authentication for more security	
82.	The proposed messaging solution should relay mails only from authenticated users.	
83.	The directory server proposed with the messaging solution should provide user's authentication using industry standard authentication mechanism compliant with latest version of LDAP.	
84.	The mail messaging software should be running on SSL (HTTPS).	
85.	The mail messaging software should support security features like DKIM(Domain Keys Identified Mail) , SSL (Secured Socket layer), TLS (Transport Layer Security) etc.	
86.	The email software should have the provision to restrict basic authentication protocols (POP3/IMAP) and should only allow secure access using TFA on Webmail, capability to create passwords for Desktop & mobile client	
87.	Email messaging software should allow delegated role based access control	
88.	The proposed messaging solution should have a feature of Attachment File Type Blocking.	
89.	The proposed messaging solution should have a feature of Trusted IPs and Hosts.	
90.	The proposed messaging solution should have a multi tier Architecture.	
91.	Data security must be ensured by the successful bidder with strong Non-Disclosure Agreement (NDA). Data security must be ensured; no data should be stored on international servers.	
Backup/ Recovery		
92.	The mail messaging solution should have an integrated Built-in backup (Granular Backup) /restore mechanism for mail boxes.	
93.	The Solution should ensure that the backup software provides a real-time/scheduled backup. The Solution should also have capability to migrate data of any mail box in another user mail box.	
94.	Administrator can restore a single mailbox for the user.	
95.	User should have the privilege to restore deleted (even from Trash) mails him/herself without the help of the administrator with-in a defined time.	
E-Mail Archival & Discovery for Legal Compliance		
96.	The Solution should integrate with industry standard Archival & Discovery Solution for Legal compliance.	
97.	Administrator should be able to search mails within archival server across multiple mailboxes at the same time	
98.	The mail messaging solution should support server side archiving of mail for selected groups/users.	
99.	The mail messaging solution should have functionality of providing Log Management.	
100.	The archival server must be configured for Indexing services for faster search and retrieval of mails	
Admin Console/CLI Capabilities		
101.	The proposed solution must allow to create Designation based/ Department based /Office function /Name based Mail IDs/Mailboxes.	
102.	The proposed solution should have feature of Centralized console to get the details of all the users accessing mail services, to enforce users to configure passwords as per Security Policies.	

103.	The proposed solution should provide easy user management (addition of users , deletion of users, etc)	
104.	The proposed Solution should support email aliases in any language/script to individual user mailbox	
105.	Administrator should be able to search email IDs and email groups in admin panel.	
106.	The Proposed solution should have a user friendly administration Graphical user interface using which all features and capabilities should be centrally administered. Mobile App support is also required	
107.	The proposed solution should include a provision for delegating selected email administration functionalities.	
108.	The proposed Mail solution should provide following reports (not limited to these items) 1. Top sender, top receiver, 2. Mail logs, 3. User not authenticated for definite period 4. User login history	
109.	The proposed Mail solution should provide dashboard view of the system in the main page of admin module GUI. The page should give a statistics of mail flow such as (Not limited to) a) Mail traffic b) Rejected/quarantined stats c) Mail bounces d) Total number of mails processed by server	
110.	The proposed Mail solution should have capabilities for defining different mail policies for different set of users where Admin should be able to fix the attachment size permitted, allowed domains or email IDs, allowed number of incoming and outgoing emails etc.	
111.	The proposed solution should have capability to centrally collect, consolidate and aggregate the Audit Logs created in the distributed Messaging Servers and analyse it centrally through a set of management rules for audit exception reporting etc.	
112.	The proposed solution should have capability for migrating existing user mail store data / archive data to new format without any data loss.	
113.	The proposed solution should include an option to add a disclaimer and organization-based signature policy.	
114.	The proposed messaging solution should support multiple domains on a single system.	
115.	Admin/User should be able to restore the deleted /Purge mails of users within allowed time configured at server.	
Document Sharing & Collaboration		
116.	The email software should support web-based Office productivity suite integrated into the platform.	
117.	The webmail interface should provide a feature to create/upload Document/ Spreadsheets/ Presentation in the webmail interface and the solution should have the required components to deliver this feature	
118.	Users should be able to share the documents internally and externally.	
119.	Users should be able to do a real time collaboration i.e. multiple users should be able to work on the same document on the same time	
120.	Users should be able download the files from the document collaboration platform in Doc/Docx, XLS/XLSX, PPT/PPTX.	
121.	The email solution should have inbuild capability for file sharing and custom folder creation by end users in that drive/storage folder.	
122.	Users should be able to attach files from the Drive/storage directly in the compose window.	
123.	The document repository should be able to upload Doc, xls, pdf, ppt etc.	

ANNEXURE-3: Bidder's detail {to be filled by the bidder}

Name of the Bidding Company/ Firm:			
Contact Person(Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			
Bidding document Fee (Tender Fee) details	<ul style="list-style-type: none"> • Amount: • D.D. No.: • Date: • Bank: 		
RISL Processing Fee details	<ul style="list-style-type: none"> • Amount: • D.D. No.: • Date: • Bank: 		
Bid Security (EMD) details	<ul style="list-style-type: none"> • Amount: • D.D./ BC/BG No.: • Date: • Bank: 		
Legal Entity (Please tick mark)	Proprietorship firm/A company registered under Indian Companies Act, 1956/ A partnership firm registered under Indian Partnership Act, 1932		
Financial: Turnover from IT/ ITeS	Annual Turnover of the bidder from IT/ ITeS for (as per the published audited accounts): <ul style="list-style-type: none"> • 2022-23 • 2023-24 • 2024-25 		
Technical Capability	<ul style="list-style-type: none"> • WO No.: • Issuing Agency: • WO Date: • WO Value: • Work Completion Certificate date: OR Invoice Date: • Type of work: 		
Tax registration No.	<ul style="list-style-type: none"> • GST Registration No.: • PAN number.: 		

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE{to be filled by the bidder}

To,

{Procuring entity},

_____.

_____.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

Verified Signature:

ANNEXURE-5: SELF-DECLARATION{ to be filled by the bidder }

To,
{Procuring entity},

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

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

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

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

I/ We also certify that the price I/ we have quoted is inclusive of all the taxes to meet the desired Standards set out in the bidding Document.

I am/we are bonafide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorised dealer/ dealers/ sole selling/ Marketing agent in the goods/ stores/ equipment for which I/ We have quoted.

I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&TSPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India and I/we certify that,

I/we is/are not with beneficial ownership from such country and will not supplying finished goods procured directly or indirectly from such country.

OR

I/we is/are with beneficial ownership from such country and/or will be supplying finished goods procured directly or indirectly from such country and I/We are registered with the Competent Authority as specified in Rule 13 of RPPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 and the evidence of valid registration with the Competent Authority is attached with the bid.

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-6: MANUFACTURER'S AUTHORIZATION FORM (MAF){to be filled by the OEMs}
(Indicative Format)

To,
{Procuring Entity},

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

Reference: NIB/ RFP Ref. No. _____ dated _____

Sir,

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

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

We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned above, for 3 Years.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next 12 months from the date of bid submission.

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

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

ANNEXURE-7: UNDERTAKING ON AUTHENTICITY OF SUPPLIED PRODUCTS

{To be filled by the bidder(On Rs. 100/- Non-judicial stamp paper)}

To,
{Procuring Entity},

_____.

Reference: NIB No. : _____ Dated: _____

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

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

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

Authorized Signatory

Name:

Designation:

ANNEXURE-8: COMPONENTS OFFERED – BOM{to be filled by the bidder}

Please fill the following BOM for all the offered components.

S.No.	Product Details (Only one make and model)	OEM Part Code (OEM Part code Datasheet shall be enclosed in the bid)	Detailed Technical Specification Reference**	OEM Details (Name: Address: E-Mail: Mobile No.:
1.	Mail boxes with Ent. Edition Licenses OEM support and update, upgrade & patches for 3 years from the date of installation with software assurance.			
2.	Mail Server License (Ent. Edition) OEM support and update, upgrade & patches for 3 years from the date of installation with software assurance. (In case of upgradation)			

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

ANNEXURE-9: FINANCIAL BID COVER LETTER & FORMAT

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (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 as mentioned in the Scope of the work, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format (BoQ)
BoQ- 1 Costing For upgradation of existing mailing Solution or replace with new mailing solution ()

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

Sr. No.	Name of Item	Unit	No. of Items Required	Rate Per Unit inclusive of all Taxes and levies (Excluding GST)	Total Cost inclusive of all Taxes and levies (Excluding GST)
A	B	C	D	E	F
1.	No. of mail boxes Licenses (Ent. Edition) with 1 year of ATS	License	80,000		
2.	Mail Server License (Ent. Edition)	License	24 (16 DC & 8 DR)		
3.	Annual Technical Support (ATS)	Year	2		
4.	Operation & Maintenance (O&M)	Year	3		
5.	Migration cost	(One time)			
Total Costing for 3 Years (Exclu. GST)					
GST @18%					
Total Costing for 3 Years (Including GST)					
In Words					

NOTE:

- GST rate should be as per prevailing rates.
- The total of the BoQ-1 will be used to decided L-1.
- Bidders are expected to quote for all the item categories mentioned in above table. In case a bidder does belongs to any of the item category, Bidder may skip that category.
- In case a bidder fails to indicate the amount of GST, in the prescribed column then the bid value shall be calculated without including the component of GST for the purpose of bid evaluation, and total bid price shall be considered accordingly.

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ANNEXURE-10: BANK GUARANTEE FORMAT{to be submitted by the bidder's bank only if bank guarantee submission is allowed in this bidding document }

BANK GUARANTEE FORMAT – BID SECURITY

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

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

Sir,

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

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

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

2. Now, therefore, we the(Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. _____(Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____(Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)
Place (Printed Name)
(Designation)
(Bank's common seal)

In presence of:

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

- (1)
.....
(2)
.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Non-judicial stamp paper (Rajasthan only) with stamp duty of 0.25% of the BG value or 25,000 whichever is lower.
10. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the RISL at the following address:

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

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

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

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

Signature
(Name & Designation)
Bank's Seal

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

(Name & Designation)

Signature

ANNEXURE-11: DRAFT AGREEMENT FORMAT{to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2023 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under the Indian Companies Act, 1956 with its registered office at _____ (herein after referred as the “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 / Letter of Intent vide Letter No. _____ dated _____, on which supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas

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

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

1. The NIB Ref. No. _____ and RFQ i.e. Final RFQ document 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 the RISL to the Successful Bidder at the rates set forth in the Work Order No. _____ dated _____, the Successful Bidder will duly provide the related services in the manner set forth in the RFQ, along with its enclosures/ annexures along with subsequent clarifications submitted by the Successful Bidder.
3. The RISL do hereby agrees that if the Successful Bidder shall duly provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFQ and Contract, the purchaser will pay or cause to be paid to the Successful Bidder, at the time and the manner set forth in the said conditions of the RFQ, the amount payable for each and every milestone & deliverable. The mode of Payment will be as specified in the RFQ document.

4. The timelines for the prescribed Scope of Work shall be effective from the date of Work Order and completed by the Successful Bidder within the period as specified in the RFQ document.
5. In case of extension in the delivery period and/or completion period is granted with liquidated damages, the recovery shall be made on the basis of following percentages of value of Goods and Services which the selected bidder has failed to supply or complete the work:-

Sr.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed delivery period & completion of Goods and Services.	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed delivery period & completion of Goods and Services.	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed delivery period & completion of Goods and Services.	7.5 %
d.	Delay exceeding three fourth of the prescribed delivery period, & completion of Goods and Services.	10.0 %

Note:

- i. Fraction of a day in reckoning period of delay in services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%. The percentage refers to the payment due for the associated milestone.
 - iii. If the Successful Bidder requires an extension of time in completion of services 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 services and it shall be discretion of the authority to extend the same or not.
 - iv. Delivery completion period may be extended with or without liquidated damages on the will of authority if the delay in the service/ delivery in on account of hindrances beyond the control of the Successful Bidder.
6. The Penalties shall be implemented and deducted as per the SLAs defined in the RFP.
 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 RFQ document.
 8. In case of agreement with Supplier/service provider:
 “This agreement is being executed on behalf of M/s (Concerned Department), to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of M/s (Concerned Department) along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company.”
 9. In case of MOU with Department/PSU
 “This MOU is being executed to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services (except management consultancy) will be delivered in the name of M/s (Concerned Department)..... along with invoices of supplied items, although payment will be made by RISL on behalf of M/s (Concerned Department).....”

In witness whereof the parties hereto have set their hands on the ____day of____(Year).

Signed By:	Signed By:
() Designation: Company:	() Designation: RajCOMP Info Services Limited, Jaipur
In the presence of:	In the presence of:
() Designation: Company:	() Designation: RajCOMP Info Services Limited, Jaipur
() Designation: Company:	() Designation: RajCOMP Info Services Limited, Jaipur

ANNEXURE-12: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

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

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer:<please specify>

Place

Date

Appellant's Signature

ANNEXURE-13: 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: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

ANNEXURE-14: FORM OF BID-SECURING DECLARATION

{ To be filled by the Govt./PSU/Department only as per RFP }
(Required to be submit with technical bid and in physical as mentioned in NIB)

To,
The Commissioner,
Department of Information Technology & Communication (DOIT&C),
IT Building, Yojana Bhawan, C-Block,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

I/ We {Name of the PSU/Corporation/Department} hereby {Name of the PSU/Corporation/Department} is owned, controlled, or managed by the {Name of the State} State Government/Central Government Undertaking/Department. I/ We hereby declare/ certify that it is eligible for exemption from the bid security submission as per RFP.

Legal document/Certificate of Incorporation establishing the exemption is attached.
Thanking you,

Name of the Bidder:
Name of Authorised Signatory:
Sign of the Authorised Signatory
Seal of the Organization: -
Date:
Place:

ANNEXURE-15: MALICIOUS CODE CERTIFICATE (In Bidder's letter Head)

To,
The Commissioner,
Department of Information Technology & Communication (DOIT&C),
IT Building, Yojana Bhawan, C-Block,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Malicious Code Certificate

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- Inhibit the desires and designed function of the equipment.
- Cause physical damage to the user or equipment during the exploitation.
- Tap information resident or transient in the equipment/network.

b) This is also certify that our firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

Name of the Bidder:

Name of Authorised Signatory:

Sign of the Authorised Signatory

Seal of the Organization: -

Date:

Place:

ANNEXURE-16: FORMAT FOR MAKE IN INDIA (In CA letter head)

CA CERTIFICATION FOR LOCAL CONTENT FOR COMPANY FOR FIRM REGISTERED AS
“COMPANY” CERTIFICATE BY STATUTORY AUDITORS OF BIDDER TOWARDS MANDATORY
MINIMUM LOCAL CONTENT

To,
The Commissioner,
Department of Information Technology & Communication (DOIT&C),
IT Building, Yojana Bhawan, C-Block,
Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

We,..... (Name of the Statutory Auditor) have verified relevant records of
M/s (Name of the OEM) and certify that M/s
..... (Name of the OEM) and its supplied
product.....(Name of mailing solution product) meet the mandatory
minimum Local content requirement of% specified in tender document
no.....

[Signature of Authorized Signatory]
Name:
Date:
Designation:
Name of Audit Firm:
Seal: Membership no.
UDIN no.

ANNEXURE-17: INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (“Agreement”) is made on this ___day of, 20_____

BETWEEN

The RajCOMP Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) (hereinafter referred to as “RISL”, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,

AND

Company Name, India (hereinafter referred to as ‘Successful Bidder/ Supplier’, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART.

WHEREAS

- a. The RISL wishes to appoint an agency for _____ Yojana Bhawan, Jaipur for a period of ___years. For the purpose there will be a requirement to exchange certain information related to or hosted in Rajasthan State Data Centre (RSDC) which is proprietary and confidential information.
- b. The RISL is willing to disclose such information to successful bidder only on the terms and conditions contained in this Agreement. The successful bidder agrees to hold the Covered Data and Information in strict confidence. Successful bidder shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/RISL except as permitted or required by the Agreement, or as otherwise authorized in writing by RISL.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition: In this agreement unless the contest otherwise requires:

- 1.1. "Confidential Information" shall mean
 - a) any and all information concerning Rajasthan State Data Centre (RSDC) or any other successor,
 - b) any and all trade secrets or other confidential or proprietary information related and hosted in State Data Centre (SDC)
 - c) Passwords of IT/Non IT equipment's of SDC, user identifications, or other information that may be used to access information systems, networking diagrams, technical specifications of IT/Non IT equipment's, policies of firewall/IDS/IPS /routers /switches and information hosted on IT equipment in Rajasthan State Data Centre(RSDC)
- 1.2. Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related or hosted with Rajasthan State Data Centre (RSDC) and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.

2. Limitations on Use and Disclosure of Confidential and Proprietary Information:

- 2.1. Confidential and Proprietary Information disclosed by the DOIT&C/RISL and/or other departments/PSU whose data are hosted in Rajasthan State Data Centre (RSDC) shall be used by the successful bidder solely for the purpose of

fulfillment of the obligation and work assigned to it as per order no. _____ and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by DOIT&C/RISL or its representative. Successful bidder shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.

- 2.2. Confidential and Proprietary Information shall not be copied or reproduced by the successful BIDDER without the express written permission of the DOIT&C/RISL, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no. __.
- 2.3. Confidential and Proprietary Information shall be disclosed only to the Director or employees of the successful bidder who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the successful bidder shall be treated as a breach of this Agreement by the successful bidder.
- 2.4. Confidential and Proprietary Information shall not be disclosed by the successful bidder to any third party without the prior written consent of the First Party.
- 2.5. This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:
 - a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the successful bidder; or
 - b. was, at the time of receipt, otherwise known to the successful bidder without restriction as to use or disclosure; or
 - c. becomes known to the successful bidder from a source other than the DOIT&C/RISL and/or other departments/PSU without a breach of this Agreement by the successful bidder; or
 - d. is developed independently by the successful bidder without the use of Proprietary Information disclosed to it hereunder; or
 - e. is otherwise required to be disclosed by law.

3. Business Obligation:

- 3.1. During the complete contract period and even after 3 years of the expiry of the agreement, the successful bidder shall not
 - a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
 - b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the DOIT&C/RISL, without the prior written consent of the DOIT&C/RISL.
- 3.2. Whereas, the DOIT&C/RISL as a matter of policy and with a view to operate and maintain SDC has given order to the successful bidder Work Order No for at Yojana Bhawan, Jaipur for a period of year as specified in the service level agreement (SLA).
- 3.3. Whereas, the DOIT&C/RISL under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of successful bidder), had entered into an agreement with the successful BIDDER that the second party shall not divulge such information either during the course of the life of this agreement or

even after the expiry of the agreement.

- 3.4. Whereas, the successful bidder has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the successful bidder shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.
- 3.5. whereas, the successful bidder having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the successful bidder shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the DOIT&C/RISL and if this is violated, the DOIT&C/RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.6. Whereas, the DOIT&C/RISL shall have the entire control over the functioning of the Successful bidder and the successful bidder shall work according to the instruction of the DOIT&C/RISL and in case if this is violated by the successful bidder in any mode or manner, the DOIT&C/RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.7. Whereas, if the successful bidder permits any person or persons without permission of the DOIT&C/RISL to have –
 - a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
 - b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipment's or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;
 - c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programs residing in such Server, computer system or computer network;
 - d. Denies or causes the denial of access to any authorized person of the DOIT&C/RISL to have access to any computer system or computer network by any means;

Shall be liable to pay damages by way of compensation and would also be liable for criminal prosecution in accordance with the prevailing laws.

- 3.8 successful bidder shall report to DOIT&C/RISL any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by DOIT&C/RISL. Successful bidder shall make the report to DOIT&C/RISL within not less than one (1) business day after successful bidder learns of such use or disclosure. Successful bidder's report shall identify:
 - a) The nature of the unauthorized use or disclosure,
 - b) The confidential and/or proprietary information/data used or disclosed,
 - c) Who made the unauthorized use or received the unauthorized disclosure,
 - d) What successful bidder has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
 - e) What corrective action successful bidder has taken or shall take to prevent future similar unauthorized use or disclosure.

SUCCESSFUL BIDDER shall provide such other information, including a written report, as reasonably requested by DOIT&C/RISL.

3.9 The successful bidder hereby agrees and consents that temporary or permanent injunctive relief and/or an order of specific performance may be granted in lieu of, or in addition to other available relief in any proceeding brought by DOIT&C/RISL to enforce this Agreement, without the necessity of proof of actual damages and without posting bond for such relief.

4. Dispute Resolution:

4.1. Whereas, both the parties have agreed that in the event of any dispute or differences arising in between the parties, the courts at Jaipur shall only have jurisdiction to adjudicate the disputes/differences.

IN WITNESS WHERE OF the Parties here to have hereunto set their hands and seal the day and year first above written

Signed By:	Signed By:
(Authorized Signatory) Designation: Company:	(Authorized Signatory) RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
Designation: Company:	Designation: RISL
Designation: Company:	Designation: RISL