

Single Source Contract for Procurement of “Annual Technical Support for AXPert Platform along with Rate contract to engage OEM Certified Manpower Services on AXPert Platform for Application Development, Operation and Management Services

NIB Ref No: F4.3 (438)/RISL/TECH/2021-01013/8117

Date: 28.02.2024

Unique Bid No: RIS2324SLSS00100

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

RISL Processing Fee: Rs. 2000/- (Rupees Two Thousand Only)

Name of the Bidding Company/ Firm:			
Contact Person (Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Portal & 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 including subsequent amendment, if any.
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.
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
Bidder	Any person/ firm/ agency/ company/ contractor/ vendor participating in the procurement/ bidding process with the procurement entity. M/s Agile Labs Pvt. Ltd., Bangalore in this bidding document.
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
CMC / PC	Contract Monitoring Committee / Procurement Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract Period shall commence from the date of signing of Agreement with the selected bidder and will remain valid for One Year from the date of agreement/ contract and may be extended up to Two/ Three Years, as the case may be, as decided by RISL.
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ Gol.
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities software, and any other category of goods purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
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 Bidder
LD	Liquidated Damages
Lol	Letter of Intent
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/ Procurement Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
Performance Security Deposit (PSD)	Performance Security Deposit is the security which is submitted by the bidder against the work order received.
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. MD, RISL in this RFP document.
RC	Rate Contract
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
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
SD	Security Deposit
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 a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or both.
TIN	Tax Identification Number
VAT/ Cen VAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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

NIB Ref No: F4.3(438)/RISL/TECH/2021-01013/8117

Date: 28.02.2024

Unique Bid No: RIS2324SLSS00100

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Managing Director, RajCOMP Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. Mukesh Arora Designation: Additional Director, DoIT&C Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: m.arora@rajasthan.gov.in
Subject Matter of Procurement	Single Source Contract for Procurement of “Annual Technical Support for AXPERT Platform along with Rate contract to engage OEM certified Manpower Services on AXPERT Platform for Application Development, Operation and Management Services”
Bid Procedure & Bid Evaluation Criteria (Selection Method)	Single Source Single-stage: Single part (envelop) Procurement
Portals for downloading Bidding Document, Corrigendum’s, Addendums etc.	<ul style="list-style-type: none"> Portals: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in, http://doitc.rajasthan.gov.in Bidding document fee: Rs 5000.00 (Rupees Five thousand only) in cash/ demand draft in favour of “Managing Director, RISL” payable at “Jaipur”. RISL Processing Fee: Rs. 2000 (Rupees Two Thousand only) in Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”.
Estimated Procurement Cost	Rs. 9.0 Cr
Bid Security and Mode of Payment	Not Applicable
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at eProc portal (http://eproc.rajasthan.gov.in) Start date: 28.02.2024 End date: 06.03.2024 12 pm
Submission of Banker’s Cheque/ Demand Draft for Tender Fee / Bid Security/ and Processing Fee*	6.03.2024 Upto 12:00 PM
Date/ Time/ Place of Bid Opening	<ul style="list-style-type: none"> Date & Time -: 6.03.2024, 2.00 pm Place -: RISL, Committee Room, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD/ Bank Guarantee 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. *In case, any of the bidders fails to physically submit the Banker’s Cheque/ Demand Draft/ Bank Guarantee for Tender Fee, Bid Security, and RISL Processing Fee as per dates mentioned in NIB, its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft/Bank Guarantee 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. 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 portal 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.
- 7) Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in.
- 8) Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 9) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 10) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 11) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 12) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

-Sd-
(Mukesh Arora)
Additional Director, DoIT&C

QUALIFICATION/ ELIGIBILITY CRITERIA

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

<u>S. No.</u>	<u>Basic Requirement</u>	<u>Specific Requirements</u>	<u>Documents Required</u>
1.	Legal Entity	M/s Agile Labs Pvt. Ltd.	Copy of Certificates of incorporation of bidder.
2.	Tax registration and clearance	The bidder should have a registered number of a) GST Registration Certificate b) Income Tax/PAN Number	Copies of relevant certificates of registration
3.	Mandatory Undertaking	A Self-Certified letter as per Annexure-3: Self-Declaration	

2. PROJECT PROFILE & BACKGROUND INFORMATION

2.1 About RISL

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

2.2 Project Profile

Over the past two decades, governments have increasingly leveraged information technology to transform relationships with internal and external stakeholders. Through the use of technology, governments have improved the delivery of services to constituents and increased the efficiency of their own work processes. These improvements have led to greater citizen satisfaction, increased government transparency & efficiency and significant reductions in operating costs.

Government of Rajasthan is dedicated to bring in transformation in the way of citizen centric governance in the state. For this the government of Rajasthan has been continuously striving to bring in excellence in citizen service delivery by ensuring transparency and minimizing grievances. Some important e-governance initiatives being planned and taken by Government of Rajasthan are Rajasthan Sampark, Bhamashah, UID, E-Office, E-procurement, NLRMP, E-Sugam, Computerisation of District Collectorate, Tourism, Municipalities, Agriculture and Agriculture Mktg. Board, Social Justice, Computerisation of Hospitals, Public Distribution System, Rajasthan Housing Board, Labour to name a few.

To build on these advances, innovative governments continue to seek new ways of maximizing business value. As RajCOMP Info Services Ltd. (RISL) have increasingly discovered, finding new ways of sharing information, delivery of services and automation of manual processes will play a key role in achieving the end objective.

To provide structured approach in the development process and also to standardize the application architecture, RISL has purchased Enterprise Software Platform "AXPERT" of Agile Labs Pvt. Ltd. However, to further reduce considerable efforts of development and to incorporate more features RISL, intends to maintain the existing "AXPERT" platform.

Agile Labs Pvt. Ltd., being the authorised service provider for providing AXPERT Platform Licenses and Certified Manpower Services for Application Development Services on AXPERT Platform, has been identified to provide the following: -

1. To provide Annual Technical Support for two years covering AXPERT Platform Enterprise Unlimited User License Support for updation, upgradation and other related work.
2. Rate Contract of OEM certified manpower services on AXPERT Platform as provided in section 3.3 for 2 years services on the aforesaid platform for various eGovernance project in the State being executed by RISL.

3. SCOPE OF WORK

RISL intends to engage with Agile Labs Pvt. Ltd. (ALPL) to provide Annual Technical Support for “AXPERT”, application development platform, including application development services for a period of two years.

Application development & maintenance services shall broadly include, but not limited to, application development including connectors/ adapters/ web services etc., Testing & Quality Assurance, UAT and Operations & Maintenance of the developed application(s) for the designated period as per directions from RISL along with upgradation / enhancement of existing applications compatible to the new version of AXPERT Platform.

The bidder shall appoint at least one local in charge as single point of contact to monitor all the work order (s), if any, being provided by RISL. The designated SPOC will manage the regular ongoing project activities and monitor the performances on all projects.

3.1 Annual Technical Support for two years

Agile Labs Pvt. Ltd shall be responsible to provide technical support for all the Axpert applications platform which includes the maintenance, updates, upgrades, patches, bug fixes, trouble shooting. The support period shall include set of activities aimed at managing, updating, and enhancing application platform. Below are the major activities

- Technical Support of the AXPERT platform w.r.t the upgraded, updates and any other changes required for applications being developed on platform.
- Enhancing the software’s functionality based on user feedback or evolving business requirements.
- Introducing new features, improvements, or optimizations to meet changing needs.
- Addressing and fixing defects, bugs, or issues identified during regular use or testing.
- Implementing patches and hotfixes to resolve critical problems promptly.
- Preventive maintenance – Proactively identifying new features, improvements or optimizations to meet changing needs.
- Security updates - Implementing security patches and updates to protect the software against emerging threats.
- Updating and maintaining comprehensive documentation, including user manuals and technical guides. Ensure that documentation reflects current state/version of the application platform.
- Managing and maintaining version control to track changes, updates, and configurations, ensuring proper documentation of version history for auditing and records.
- Analyzing and optimizing the software’s performance to ensure efficiency and responsiveness.
- Training sessions shall be conducted for DoIT officials on Axpert platform every quarter for the first year of ATS. These training sessions will be for half day – two weeks in every quarter for the first year. Each training batch shall have minimum 15 officials as nominated by DOITC training cell.
- Training shall include the development on AXPERT platform along with hands on sessions on the platform.

3.2 Scope of Work (upgradation, enhancement, development of applications through manpower under Rate Contract)

For each application, as per work order placed to the firm under rate contract, the team deployed by Agile Labs Pvt. Ltd. shall be mainly responsible: -

- To follow industry standard SDLC including the guidelines issued by RISL/ DoIT&C for same
- To prepare technical documents for new application(s) / existing AXPERT based applications as per need of RISL and these documents will be further upgraded after incorporation of new module(s).
- To develop the complete application as per approved technical documents / requirement of RISL
- To upgrade the already developed applications from existing AXPERT Platform to the latest version, if required.
- Deployment and configuration of the developed application on Staging Servers in RSDC for Testing, Integration and Bug-fixing (if any) leading for the UAT & Security Audit Clearance of the developed application software.
- Training (including preparation of user Manual) to the designated application end-users, as per requirement of RISL / Project in charge
- Overall maintenance of the developed application for the designated contract period.

3.3 Deployment of Team

For each assignment, Agile Labs Pvt. Ltd. (ALPL), as per the timelines mentioned in the Work Order from RISL, shall be responsible for deployment of the following OEM certified technical resources on AXPERT Platform as per rate contract, as the case may be and as decided by RISL. The minimum qualification and experience of the respective resources is annexed at Annexure-10.

Sl. No	Resource Category
1	Solution Architect
2	Senior Developer
3	Developer

Note: Considering the varied nature of projects being undertaken by RISL, it has been estimated that total number of technical resources may increase up to maximum man-months (for respective resource categories as mentioned in Annexure-6.1) anytime during the entire contract period. However, the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from RISL

3.4 Deliverables, Milestone and Time Schedule

S. No.	Milestone & Deliverables (indicative)	Timelines
1	Event: Maintenance of the Axpert application platform for any Installation & Upgradation, Updates, and patch installation and any other	Within the 30 days of launch of any updates/upgrades or Other than routine troubleshooting activities
1.1	Deliverables: Installation & Upgradation Report,	Within 15 days of end of

S. No.	Milestone & Deliverables (indicative)	Timelines
	Upgrades, and patch installation and any other	each Quarter
2	Event: Deployment of manpower, not below the qualification of a developer as defined in annexure-10, for Two Years comprehensive onsite product support (O&M) including maintenance, updates, upgrades, patches, bug fixes, trouble shooting.	Within 30 Days from the Date of Issue of Work Order
2.1	Deliverables: Attendance Report of the manpower deployed under O&M Period by Project OIC / designated authority on quarterly basis along with maintenance / updates / upgrades / patches / bug fixes / trouble shooting report (if any)	Within 15 days of end of each Quarter
3	Event: Training of DoIT&C officials for half day - two weeks in a batch size of minimum 15 nos	Once every quarter for first year
3.1	Deliverables: Training feedback report, Attendance report, Training conducted report	Within 15 days of end of each quarter
4.	Event:- Deployment of OEM Certified Manpower on AXPERT Platform as per work order under Rate Contract	Within 15 Days from the Date of Issue of Work Order against Rate Contract
4.1	Deliverables: Attendance Report of team deployed at DoIT&C/RISL duly approved by Project OIC / designated authority on quarterly basis	within 15 days of end of each Quarter

- a) For each assignment, RISL, shall place the individual work order for project specific requirements as number of technical resources, total man-month efforts, total calendar months i.e. project timelines and etc.
- b) Once finalized, the deployed technical resources shall be responsible to sincerely work on the identified areas and ensure timely completion of project milestones including deliverables, if any. And provide task assigned / completion report of the project. It is expected that, to meet the project timelines, the resources shall work on extended office hours/ holidays so as to ensure timely completion of project.

4. INSTRUCTION TO BIDDER (ITB)

4.1 Reason of Single Source Bidding:

- a) Since the required subject matter is a software and is well identified, its manufacturer M/s Agile Labs Pvt. Ltd. has its exclusive rights to sale the subject matter i.e. software License and updates, upgrades & patches and OEM certified manpower services. Therefore, single source method is found to be the most suitable and efficient method for making the above procurement.
 - i. In accordance of approval for purchase Annual technical support of software through the manufacturer M/s Agile Labs Pvt. Ltd., it was communicated by the firm that as per Agile Labs Pvt. Ltd. Policy, such orders can be executed only through Agile Labs Pvt. Ltd.
 - ii. As the software License is the proprietary item of M/s Agile Labs Pvt. Ltd and also the supplier for certified manpower resources on the on the required software.

- b) Hence, the bid has been invited from M/s Agile Labs Pvt. Ltd., as an authorized seller/ manufacturer of the software and certified resources on the required software in consideration.

4.2 Sale of Bidding / Tender Documents

The sale of bidding documents shall be commenced from the date of publication of 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 SPPP and e-Procurement portal. The prospective bidder shall be permitted to download the bidding document from the websites.

4.1) Changes in the Bidding Document

- a) At any time, prior to the deadline for presenting 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 bidder 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.

4.2) Period of Validity of Bids

- a) Bids submitted by the bidder shall remain valid during the period specified in the NIB/ bidding document. A bid valid for a shorter period shall be rejected by the procuring entity as non-responsive bid.
- b) Prior to the expiry of the period of validity of bids, the procuring entity, in exceptional circumstances, may request the bidder to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of bid.

4.3) Format and Signing of Bids

- a) Bidder must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.
 - a. A **Single Stage Single Part / Cover** eBid procedure shall be followed for the submission of required documents / undertaking along with financials (BoQ), as per RFP
- c) The bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	RISL Processing Fee (e-Procurement)	Instrument / Proof of submission
General Document		
2.	Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-1
3.	Bidder's Authorisation Certificate	As per Annexure-2
4.	Self-Declaration	As per Annexure-3
5.	Certificate of Conformity/ No Deviation	As per Annexure-4
6.	Declaration by Bidder	As per Annexure-5
7.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-6
Financials – BoQ		
8.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

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

4.4) 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.

4.5) Alternative/ Multiple Bids

Alternative/ Multiple bids shall not be considered at all.

4.6) 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.

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 bidder 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 bidder 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

4.7) 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.
- c) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

4.8) 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 bidder 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 note down the name of the bidder's 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 bidder names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ financial bid shall be opened & downloaded from the e-Procurement website (only for the bidder 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 processing fee;
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
 - 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 processing fee.

4.9) Selection Method:

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

4.10) Clarification of Bid

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask 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.

4.11) Evaluation & Tabulation of Technical Bid

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document including all necessary certifications and documents as mentioned in point (4.4) – "Format and Signing of Bids" above.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

- iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidder presenting responsive 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 / Certificate of Incorporation, ISO/ CMMi Certificates, Copy of Work Order, Client Certificates etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

4.12) 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 Bid:-

- a) For single part/ cover Bid system, where Bid is received in single cover along with requisite processing fee within specified time, it shall be considered for financial evaluation by the Bids evaluation committee;
- b) conditional Bids are liable to be rejected;
- c) 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;
- d) the offers shall be evaluated by the committee before and after negotiations, as the case may be.
- e) The members of bids evaluation committee shall give their recommendations below the table regarding acceptance of the Bid and sign it.

- f) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

4.13) Correction of Arithmetic Errors in Financial Bids

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

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

4.14) Negotiations

- a) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- b) The 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.
- c) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

4.15) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - b. the bidder, submitting the Bid, his agent or anyone acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - c. 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.

4.16) 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 Bid shall be taken within original validity period of Bid and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price quoted by ALPL is reasonable and consistent with the required quality.
- d) The Bid submitted by ALPL shall be treated as successful only after the competent authority has approved the procurement in terms of the Bid.
- e) The procuring entity shall award the contract to ALPL, once it's 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 ALPL has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidder in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform ALPL, 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 ALPL by registered post or email and asked to execute an "Agreement" within fifteen days from the date on which the Letter of Intent (LOI) is dispatched to ALPL, in the format given in the bidding documents on a non-judicial stamp of requisite value and submit "Performance Security Deposit".
- 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.

4.17) Information and publication of award

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

4.18) 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 bid at any time prior to award of contract, without thereby incurring any liability to the bidder.

4.19) Right to vary quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) 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.
- c) 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:
 - a. 50% of the value of goods or services of the original contract.

4.20) Bid Security

Not Applicable in case of Single Source Procurement.

4.21) Execution of Agreement

- a) A procurement contract shall come into force from the date on which the letter of Intent (LOI) is despatched to the bidder.
- b) The successful bidder shall sign the "Agreement" within 15 days from the date on which the letter of intent is despatched to ALPL.
- c) If ALPL fails to sign a written agreement or fails to furnish the required performance security deposit within specified period, the procuring entity shall take action against ALPL as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the contract with the bidder and debar the bidder to participate in any future bid.
- d) ALPL will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

4.22) Work Order Issued to ALPL

- a) As per the project requirements, from time to time, the Purchaser shall issue work order to ALPL for providing OEM certified manpower for development on AXPert Application Platform, Operations & Maintenance of the AXPert Application Platform and deployment of technical resources (on man-month basis or project-basis) as per the project requirement, however the RFP document does not guarantee ALPL to receive any minimum / committed number of work order (/s) from RISL
- b) The work order shall specify project specific parameters including type and number of technical resources, total man-month efforts, total calendar months i.e. project timelines, respective project deliverables and payment terms etc.

- c) After receiving the work order, ALPL shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each work order.

4.23) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from the bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5% 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 0.5% 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 1% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Postmaster;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security (Bank guarantee format is attached at Annexure -7)
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period as specified in each Work Order.
- e) Forfeiture of Performance Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidder, specified in the bidding document.

- 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.

4.24) 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 contract with the bidder and debar the bidder to participate in any future bid.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

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

4.26) 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 the bidder 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.

4.27) Code of Integrity for Bidder

- 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 bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. 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. forfeiture or encashment of any other security or bond relating to the procurement;
- c. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- d. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- e. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

4.28) 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.

4.29) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (b) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.

- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
First Appellate Authority: Chairman, RISL
Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-9 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
 - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

4.30) Stay of procurement proceedings

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

4.31) Vexatious Appeals & Complaints

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

4.32) 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.

4.33) 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 bidder” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

4.34) Monitoring of Contract

- a) An officer or a committee of officers named Procurement Committee (PC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the Procurement Committee (PC) shall keep a watch on the progress of the contract and shall ensure that service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of service is to be obtained continuously or is batched. If the entire service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.
- c) If delay in delivery of 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.

4.35) Price Fall

- a. The prices under rate contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen (15) days time to intimate their acceptance to the revised price.

- b. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
- c. Selection under the Rate Contract does not ensure any work order to be given, and there shall not be any guarantee on minimum quantity of order to be given to any of the successful bidders.

5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

5.1 Definitions

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference 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) "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.
- e) "Day" means a calendar day.
- f) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- g) "Deployment" means posting Bidders resources for providing services as detailed in the Tender document as fulfil the contractual obligations as per the agreed contract.
- h) "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.
- i) "Purchaser" means the entity purchasing the services, as specified in the bidding document.
- j) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and the services which are not explicitly stated but may be required for developing the applications and to carry out the obligation under the Contract.
- k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom execution of any part of the related services is subcontracted by the successful/ selected bidder.
- l) "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.
- m) "The Site," where applicable, means the designated project place(s) named in the bidding document.
- n) "RC" means the Rate Contract applicable as a part of this RFP

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

5.2 Contract Documents

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

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

5.4 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.

5.5 Joint Venture, Consortium or Association

Joint Venture, Consortium or Association is not allowed.

5.6 Eligible Goods and Related Services

For purposes of this Clause, the term "goods" includes software licenses and "related services" including installation/integration, update, upgrade and support services.

5.7 Delivery & Installation:

- i. Delivery as per schedule mentioned in the RFP
- ii. Installation / technical support of the software shall be done as per RFP timelines from the date of issue of work order including all the requisite components of the software as needed by ALPL.
- iii. In case any task is delayed by the procuring entity, the activities shall be deemed to be accepted as completed and payment shall be processed as per terms and conditions. However, if delay is on the part of the selected bidder, the payment towards the activities shall be processed only after completion of the work and after deduction of penalty pursuant to the respective clause.

5.8 Notices

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

5.9 Governing Law

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

5.10 Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the 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 services as if such items were expressly mentioned in the Contract.

5.11 Supplier's/ Selected Bidder's Responsibilities

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

5.12 Purchaser's Responsibilities

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

5.13 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 Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

5.14 Recoveries from Selected Bidder

- 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 selected bidder along with amount of liquidated damages shall be recovered from his dues and performance 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.

5.15 Taxes & Duties

1. All taxes and charges if applicable shall be deducted at source/ paid by RISL as per prevailing rates.
2. For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
3. For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
4. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose concessional Sales Tax, no "C-Form/ D-Form", or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document..

5.16 Copyright

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

5.17 Confidential Information

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

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

5.18 Sub-contracting

Sub-contracting is not allowed under this RFP.

5.19 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause “Force Majeure”, if ALPL fails to supply and install AXPert Platform OR deploy the required Technical resources within the period specified in the work Order, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, , as liquidated damages, a sum equivalent to the percentage specified in (g) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the work order and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for delivery in the tender form shall be deemed to be the essence of the contract and the successful Bidder shall arrange resources for deployment within the specified period.
- c) ALPL shall request in writing to Procurement Committee (PC) giving reasons for extending the deployment period of resources if he finds himself unable to arrange for quality resource within the stipulated delivery period. This request shall be submitted as soon as a hindrance occurs or within 10 days from such occurrence

but before expiry of stipulated period of completion of deployment schedule after which such request shall not be entertained

- d) The Procurement Committee (PC) shall examine the justification of causes of hindrance in the deployment of resources and the period of delay occurred due to that and recommends the competent authority on the period of extension which would be granted with or without liquidated damages.
- e) Normally, extension in deployment of resources in following circumstances may be considered without liquidated damages:
 - When delay has occurred due to occurrence of some unfortunate event to any of the selected resource
 - When delay has occurred due to resignation of the selected resource or accident or demise etc.
- f) It shall be at the discretion of the concerned authority to accept or not to accept the selected resource after the expiry of the stipulated deployment period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with on the basis of contractual obligations not met.
- g) 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:-

I. Delay up to one fourth period of the prescribed time of deployment as per RFP	2.5%
II. Delay exceeding one fourth but not exceeding half of the prescribed time of deployment as per RFP	5.0%
III. Delay exceeding half but not exceeding three fourth of the prescribed time of deployment as per RFP	7.5%
IV. Delay exceeding three fourth of the prescribed time of deployment as per RFP	10.0%

- h) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- i) The maximum amount of liquidated damages shall be 10% of the contract value.
- j) If the selected bidder 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.
- k) Delivery period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the bidder.

5.20 Patent Indemnity

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

5.21 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 selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the 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 selected bidder to indemnify the Purchaser with respect to patent infringement.

5.22 Change in Laws & Regulations

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent

authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the selected bidder has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

5.23 Force Majeure

- a) The selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or 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 selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the 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 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 DoIT&C/ RISL, the DoIT&C/RISL may take the case with the selected bidder on similar lines.

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

b) Termination for Insolvency

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

c) Termination for Convenience

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

5.25 Settlement of Disputes

- a) General: If any dispute arises between the 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 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 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 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 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 services from the selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the 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 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 in Jaipur, having jurisdiction over the place and by no other court, after decision of the standing committee for settlement of disputes.

5.26 Exit Management

- a) Preamble
 - i. The word 'parties' include the procuring entity and the selected bidder/authorised partner.
 - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
 - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
 - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
 - i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The bid security/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
 - ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
 - iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide RISL or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
 - iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder/authorised partner, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.

- b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder/authorised partner.
 - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected Bidder to RISL.
 - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period
- i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
 - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder/authorised partner. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected Bidder and to assist appropriate knowledge transfer.
- d) Confidential Information, Security and Data
- The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:
- i. Documentation relating to Intellectual Property Rights;
 - ii. Project related data and confidential information;
 - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
 - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
 - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators,

- or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
- ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder/authorised partner's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected Bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
 - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - iii. Plans for the communication with such of the selected bidder/authorised partner's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
 - iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
 - v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
 - vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
 - vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
 - viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
 - ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
 - x. It would be the responsibility of the selected bidder to support new operator during the transition period.

6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

6.1 Payment Terms and Schedule

- a) The request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b) Due payments shall be made by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the selected agency
- c) The currency or currencies in which payments shall be made to the selected agency under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the selected bidder.
- e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments of the respective milestones.
- g) Taxes, as applicable, will be deducted / paid, as per the prevalent rules and regulations.

6.2 Payment Schedule

S.No.	Milestone	Payment
1.	Operations & Maintenance of AXPert Enterprise Platform with Unlimited User License	The total quoted amount for the O&M as per component 1.1 of Financial Bid (BoQ) shall be equated in 8 equal instalments and each instalment shall be paid quarterly, after submission of associated deliverables during O&M period
2.	Deployment of OEM Manpower as defined in scope of project	Payment shall be made as per the payment terms & conditions and man-month requirements mentioned in respective Work Order and as per resources rates of rate contract. (Attendance Report of team deployed duly approved by Project OIC / designated authority on quarterly basis)

1) Other Important Terms & Conditions

- a) The deployment of application development resources shall be subject to interview by RISL.
- b) The resources shall be allowed to avail 15 leaves per year from the date of deployment of the resource on prorata basis accrued every quarter. If any resource doesn't avail 15 leaves within one year, the balance leaves would not get carry-forwarded to the next year
- c) Considering that the deployed resources would have access to confidential and proprietary information of RISL/ its client, ALPL shall be required to submit a Non-Disclosure Agreement (NDA), as per Annexure-11, to RISL for every project/ assignment

- d) For the onsite deployed resources, RISL/ its client shall provide appropriate seating space with necessary furniture, Laptop/ Desktop with Internet connection etc. required to perform the said duties to each deployed resource.

2) Price Validity

The quoted Man Month price for various resource categories shall remain valid for a period of 36 Months from the date of Agreement with the provision of 10% increase in man-month rate per year for each resource category.

3) Quality of Services

- a) The Development team shall be responsible to interact with Senior Level Government officials, hence the deployed resources should possess sober personality and descent behaviour
- b) In case negative feedback is received repeatedly from the users/ participants verbally or in writing against any of the resources deployed, the purchaser may issue written notice to the selected agency for a suitable replacement
- c) In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance), the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to the selected agency for a suitable replacement. The purchaser may also ask the other selected agency for the suitable replacement of the resources as per their discretion. Non-timely replacement of resources shall attract penalty as per the work order issued by RISL.

4) Service Level Agreement and Applicable Penalty

- 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 SLA. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
- c) The penalties are not applicable if the non-availability of AXPERT Enterprise Platform / developed application is due to problems in hardware, infrastructure, OS, Database, dot net framework crash, network, virus or any other malicious attacks.
- d) If the selected bidder fails to deliver the required services due to reasons attributable to him like non-accessibility of the application, non-availability of the technical personnel/ manpower, etc. the penalty would be imposed as mentioned below.
- e) The penalty provisions shall be as under:
 - i. **Penalty for Non-Availability/ Non-accessibility of AXPERT Enterprise Platform during O&M Period OR non-Availability/ Non-accessibility of any developed Application during its O&M Period**

Non-Availability in a Quarter	Penalty
Upto 1 Day	No Penalty
>1 Day and <=5 Days	(1.5 x Amount payable per day (as per the quarterly payable amount)) X No. of Non-availability Days (up to 5 Days)
>5 Days	(2.5 x Amount payable per day (as per the quarterly payable amount)) X No. of Non-availability Days (subject to a max. penalty of 25% of the quarterly payable amount)
Note: Down-time above 5 days in a quarter, consecutively for 2 quarters may be treated as breach of contract leading to the Termination for Default.	

Note: The penalty for extended O&M Period, if extended by RISL, shall also be applicable as per table above.

ii. Penalty for Non-timely completion of assigned Tasks/ Activities, Bug-Fixing during O&M Period of AXPERT Enterprise Platform OR any developed Application in its O&M Period

No. of Days of Delay in a Quarter	Penalty
>1 Day and <=5 Days	(1.5 X Amount payable per day (as per the quarterly payable amount)) X No. of Delayed Days (up to 5 Days)
>5 Days	(2.5 X Amount payable per day (as per the quarterly payable amount)) X No. of Delayed Days (subject to a max. penalty of 25% of the quarterly payable amount)
Note: Delay above 5 days in a quarter, consecutively for 2 quarters may be treated as breach of contract leading to the Termination for Default.	

iii. Penalty for Non-Availability of Technical Resources (On-site)

Penalty
Non-availability of any resource per day (beyond the allowed leaves per quarter) shall attract a penalty of amount equivalent to: 1.5 X Amount payable per day (as per quoted man-month rate) x number of days of non-availability/ absenteeism of the respective resource
Note: Non-availability of any resource consecutively for more than 15 days in a month shall invoke the replacement of resource and shall also attract penalty for replacement as mentioned below.

iv. Penalty for Replacement of Technical Resources (Per Resource)

Penalty
Replacement of resource shall attract a penalty of amount equivalent to 10% of the quoted man-month rate for respective resource under that category.

v. Trainings

Penalty
For any missed training session on account of vendor shall be liable of penalty for INR 20000/ per quarter

Resource Replacement

- a) The replacement of a resource by the selected agency after deployment shall not be allowed. However, replacement will be allowed (without penalty) only in case, the resource leaves the organization by submitting resignation with the present employer / due to poor health condition (supported by certificate issued by a Government Doctor) / in case of Death / in special cases based on the approval received from the competent authority
- b) In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) selected agency may be asked to replace the resource without any penalty for replacement/exit, if replaced within the agreed timelines.
- c) The new resource (replacing resource) will be accepted by the purchaser only if he fulfils the minimum eligibility criteria as per RFP.
- d) The resource being replaced would complete the knowledge transfer with the replacement resource as per the satisfaction of the purchaser (RISL)

ANNEXURE 1: COVER LETTER

(To be submitted on the Letter head of the bidder)

To,
 Managing Director,
 RISL, Jaipur

Dear Sir,

Ref: Bid Notification no.....dated

1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ We hereby submit my/our token of acceptance to all the bid terms & conditions **without any deviations**. Hence, I/we am/are hereby submitting my/our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your bid document.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
5. I/We agree to abide by this bid document for a period of 90 days from the closing date fixed for submission of bid as stipulated in the bid document.
6. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".
7. I / We understand that the Purchaser is not bound to accept any bid received in response to this bid document.
8. In case I/we am/are engaged by the Purchaser, I/we shall provide any assistance/cooperation required by *Purchaser*, appointed auditing agencies (if any), state government officials and *Other Stakeholders of the project* for performing their duties with respect to this project. I/We understand that my/our non-cooperation for the same shall be grounds for termination of service.

My/ Our correspondence details with regard to this bid document are:

No.	Particulars	Details
1.	Name of the Service Provider	
2.	Address of the Service Provider	
3.	Telephone number	
4.	Mobile number	
5.	Fax number	

6.	Email ID	
7.	Website URL	

I remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE

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-3: SELF-DECLARATION

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.

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-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION

To,
{Procuring Entity},

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: DECLARATION BY BIDDER

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

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE- 6: FINANCIAL BID COVER LETTER & FORMAT**COVER LETTER**

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, 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 in conformity with the said bidding document.

I/ We undertake that/ to: -

- the quoted prices are in conformity with the requirements prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).
- if awarded the contract, I/ we shall submit the prescribed performance security deposit and shall supply/ work in accordance with the prescribed timelines.
- abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
- until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.
- our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
- you are not bound to accept the lowest or any bid you may receive.

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

Date:
Authorized Signatory
Name:
Designation:

ANNEXURE 6.1: FINANCIAL BID FORMAT

Single Financial Bid (BOQ):

Sl. No.	Item Description	Unit of Measurement	Estimated Quantity	Base Unit Cost in INR (incl. all incidental charges and all Taxes but excluding GST)	GST in INR on Base Unit Cost (if applicable)	Total Amount (in INR) (incl. all incidental charges and all Taxes)
1	2	3	4	5	6	7=4x(5+6)
1	Financial Bid for Annual Technical Support for AXPERT Enterprise Platform License					
1.1	Annual Technical Support	lumpsum	1			
2	Financial Bid for Rate Contract for OEM Certified Manpower services on AXPERT Platform for Application development, upgradation, enhancement & maintenance Services					
2.1	Solution Architect	Man-Months	24			
2.2	Senior Developer	Man-Months	192			
2.3	Developer	Man-Months	336			
Consolidated Total Cost						

Note:

1. GST shall be paid as per prevailing rates, as applicable.
2. The quoted cost of Annual technical support for AXPERT Enterprise Platform shall be considered only for the financial bid evaluation purpose. However, same shall be decided later by RISL.
3. The quoted cost towards the Resources shall be considered only for financial bid evaluation purpose. However, the actual number of resources may vary and will be as per the project requirements in hand with RISL and does not guarantee ALPL to receive any minimum / committed number of work order (/s) from RISL.
4. The work order can be placed for up to the maximum man-months irrespective of the number of resources against each category, but in any situation cannot go beyond the max-man months as defined in below table. The maximum man-month services hired shall be as mentioned in below table.

SI. No.	Item Description	Unit of Measurement	Estimated Quantity	Duration in Months	Total Man-month Efforts Capping
1	2	3	4	5	6=4*5
1.	Solution Architect	Man-Months	1	24	24
2.	Senior Developer	Man-Months	8	24	192
3.	Developer	Man-Months	14	24	336

ANNEXURE- 7: BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, 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 Performance Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

ANNEXURE- 8: DRAFT AGREEMENT FORMAT

This Contract is made and entered into on this _____ day of _____, 2024 by and between RajCOMP Info Services Limited (RISL), having its head office at 1st Floor, Yojana Bhawan Campus, 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 _____ with its registered office at _____ (herein after referred as the "Successful Bidder") 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

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. _____ dated _____, on which M/s _____ 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 performance security deposit for the due performance of the contract.

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexure, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said services set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every

project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effective from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the resource deployment period is granted with liquidated damages, the recovery shall be made on the basis of following percentages calculated on quarterly basis for the quoted / agreed value of the respective resource type, which the bidder has failed to deploy:

• Delay up to one fourth period of the prescribed time of deployment as per RFP	2.5%
• Delay exceeding one fourth but not exceeding half of the prescribed time of deployment as per RFP	5.0%
• Delay exceeding half but not exceeding three fourth of the prescribed time of deployment as per RFP	7.5%
• Delay exceeding three fourth of the prescribed time of deployment as per RFP	10.0%

Note:

- I. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - II. The maximum amount of liquidated damages shall be 10% of the contract value.
 - III. 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.
 - IV. Deployment period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the bidder.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
 7. 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.”
 8. 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 have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2024.

Signed By:	Signed By:

<p>() Designation: Company:</p>	<p>() Secretary & Commissioner Department of IT&C, Govt. of Rajasthan</p>
<p><i>In the presence of:</i></p>	<p><i>In the presence of:</i></p>
<p>() Designation: Company:</p>	<p>Designation: Department of IT&C, Govt. of Rajasthan</p>
<p>() Designation: Company:</p>	<p>Designation: Department of IT&C, Govt. of Rajasthan</p>

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

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place

DateAppellant's Signature

ANNEXURE- 10: QUALIFICATION and EXPERIENCE OF RESOURCES

Depending upon the nature and complexity of the work/ project assigned to the selected agency / bidder under this engagement, various resources would be required to be deployed by the agency / bidder as per the below mentioned qualifications and experience:

S.No.	Role	Qualification and Experience
1.	Solution Architect	<ul style="list-style-type: none"> • Full Time qualification of B.E. / B. Tech. / MCA from UGC recognized University / Institute in India • Should have an overall experience of more than 10 years with minimum 8 years of experience in Software Solutioning, Requirement Gathering, Process Mapping, SDLC, Agile Methods, Designing Large Scale Complex Heterogeneous IT projects in India • Should have minimum 5 years of experience in designing solutions on Axpert Platform • Demonstrated ability to analyse business requirements and derive high level architecture diagrams and technical design, Data Analysis, Mapping and Modelling, Use Cases, DFDs, Design Patterns, Integration framework, IT Asset Management, Architecture Management Frameworks, System Architecture & Deployment, Enterprise application Development etc. • Awareness of various technologies including SOA, BPM, Workflow, Web Architectures, Web Services and Development Platforms and Tools • Proficient in MS Office, MS Project, MS Visio and other relevant tools
2.	Senior Developer	<ul style="list-style-type: none"> • Full Time qualification of B.E. / B. Tech. / MCA from UGC recognized University / Institute in India • Should have more than 5 years' experience in developing web based IT applications • Should have proven experience with Microsoft platform including ASP.NET, ADO.NET, Stored procedures, C# etc. • Should have proficiency in using web technologies like XML / XSL / XML parsers / SOAP / UDDI / WAP / HTML / DHTML / HTML5 / VBScript etc. • Should have sound knowledge of developing applications using RDBMS: MS SQL / Postgre SQL / Oracle / MySQL and OS Platform: Linux / Windows
3.	Developer	<ul style="list-style-type: none"> • Full Time qualification of B.E. / B. Tech. / MCA from UGC recognized University / Institute in India • Should have more than 3 years' experience in developing web based IT applications • Should be proficient in using web technologies like XML / HTML / DHTML / HTML5 / VBScript / ASP etc. • Should have sound knowledge of developing applications using RDBMS: MS SQL

ANNEXURE 11: NON-DISCLOSURE AGREEMENT

Note: RISL may share the Non-Disclosure Agreement with the selected bidders prior to signing the agreement