

2023

# RajCOMP Info Services Limited (RISL)

RFP for Short term Rate Contract through open  
tendering process for Printing and Delivery of  
PVC Cards and documents



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**RFP for Short term Rate Contract through open tendering process for Printing and Delivery of PVC Cards and documents**

Reference No. F4.3(572)/RISL/Tech/2023/3767

Dated 22-08-2023

<b>Mode of Bid Submission</b>	Online through eProcurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, First Floor, C-Block, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Date &amp; Time of Pre-bid meeting</b>	25-08-2023 at 12:00 PM
<b>Last Date &amp; Time of Submission of Bid</b>	05-09-2023 till 03:00 PM
<b>Date &amp; Time of Opening of Technical Bid</b>	05-09-2023 at 04:00 PM

**Bidding Document Fee: Rs. 5000.00 (Rupees Five Thousand only)**

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

**RajCOMP Info Services Limited (RISL)**

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

Phone: 0141- 2222007 Fax: 0141-2228701

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

## ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Agreement	The Agreement to be signed between the successful bidder and RISL.
AMC	Annual Maintenance Contract
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm.
BG	Bank Guarantee
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	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid. Also called offer or quote.
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
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.
BoM	Bill of Material
CMC	Contract Monitoring Committee
CMMI	Capability Maturity Model Integration
CMS	Content Management System
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	The "Contract" means a legally enforceable agreement entered into between RajCOMP Info Services Limited (RISL) and the Selected Bidder(s) with mutual obligations.
Contract/ Project Period	The expected Contract/ Project Period shall commence from the date of signing of Agreement till Completion of scope of work.
COTS	Commercial Off The Shelf
Day	A calendar day as per GoR/ Gol.
DAG	Department of Account General, Government of Rajasthan
DMS	Document Management System
DeitY, Gol	Department of Electronics and Information Technology, Government of India

DoIT&C, GoR	Department of Information Technology and Communication, Government of Rajasthan
DSO	District Supply Officer
EMD	Earnest Money Deposit
EMS	Enterprise Management System
ETDC	Electronic Testing & Development Center
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an eGovernance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). eGRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: <a href="https://egras.raj.nic.in/">https://egras.raj.nic.in/</a>
eSAFE	e-Governance Security Assurance Framework
FMS	Facility Management Services
FOR/FOB	Free on Board or Freight on Board
FPS	Fair Price Shop
FRS	Functional Requirement Specification
G2C	Government to Customer
G2G	Government to Government
GST	Goods and Services Tax
GoI	Government of India
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.
GoR	Government of Rajasthan
IA	Implementing Agency
ICD	International Classification of Diseases
ICT	Information and Communication Technology
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LCBS	Least Cost Based Selection Method (L1)



LD	Liquidated Damages
Lol	Letter of Intent
Month	Month refers to calendar month
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
NIT	Notice Inviting Tender
NMS	Network Management System
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement Committee
PQ	Pre-Qualification
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	The “Project Site”, wherever applicable, means the designated place or places where the project implementation is to be carried out
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
PSD/SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/Procuring Entity	Person or entity that is a recipient of a good or service provided by the Selected Bidder under a purchase order or contract of sale. Also called buyer. RajCOMP Info Services Limited (RISL) in this RFP document.
PVC	Polyvinyl Chloride
RFP	Request for Proposal, an early stage in procurement process, issuing an invitation for bidders, through a bidding process, to submit a proposal on a specific commodity or service.
RISL	RajCOMP Info Services Ltd.
RSDC	Rajasthan State Data Centre
RajSWAN /RSWAN	Rajasthan State Wide Area Network
RTI	Right to Information
RVAT	Rajasthan Value Added Tax

SAN	Storage Area Network
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good. It involves all the services mentioned in “Scope of Work”.
Supplier/ SI/ Vendor/ Successful Bidder/ Service Provider/ Contractor/ Selected Bidder	System Integrator, the bidder who will be finally selected and who gets into an agreement with the RISL for completing the services/ work mentioned in this bidding document.
SLA	Service Level Agreement is a negotiated agreement between two parties herein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SoW	Scope of Work
SSDG	State Service Delivery Gateway
State Government	Government of Rajasthan
State Public Procurement Portal	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
STQC	Standardization Testing and Quality Certification, Government of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TC	Technical Committee
TIN	Tax Identification Number
ToT	Training of Trainers
TPA	Third Party Auditor
UAT	User Acceptance Testing
VAT/CenVAT	Value Added Tax/Central VAT
VLC	Voucher Level Computerization
WO/ PO	Work Order/ Purchase Order



**RajCOMP Info Services Ltd.**  
(A Government of Rajasthan undertaking)

email: [info.risl@rajasthan.gov.in](mailto:info.risl@rajasthan.gov.in)  
website: [www.risl.rajasthan.gov.in](http://www.risl.rajasthan.gov.in)  
CN : U72200RJ2010SGC033185

Ref. No. F4.3(572)/RISL/Tech/2023/4092

Date 04-09-2023

**Corrigendum**

The Estimated Procurement Cost of RFP for "Short term Rate Contract through open tendering process for printing and delivery of PVC Cards and documents" vide NIB No. F4.3(572)/RISL/Tech/2023/3767 dated 22.08.2023 are as follows: -

E-Proc Tender ID	2023_RISL_360164_1
Estimated Procurement Cost	Rs. 30 Crores

Modification in Estimated Procurement Cost and BoQ will supersede all references made in this regard.

  
(Balbhadra Singh)  
SA (Jt. Dir)

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

Ref. No.: F4.3(572)/RISL/Tech/2023/3767

Dated: 22-08-2023

Unique Bid Ref. No.: RIS2324GLOB00053

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Balbhadra Singh</li> <li>Designation: SA (Jt. Dir.)</li> <li>Address: First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> <li>Email: balbhadhrasingh.doit@rajasthan.gov.in</li> </ul>
<b>Subject Matter of Procurement</b>	<ul style="list-style-type: none"> <li>RFP for Short term Rate Contract through open tendering process for Printing and Delivery of PVC Cards and documents</li> </ul>
<b>Bid Procedure</b>	<ul style="list-style-type: none"> <li>Single-stage: Two part (envelop) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></li> </ul>
<b>Bid Evaluation Criteria (Selection Method)</b>	<ul style="list-style-type: none"> <li>Low Cost Based Selection (LCBS) - Lowest evaluated technically responsive bid</li> </ul>
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://www.rajasthan.gov.in">http://www.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></li> <li>Bidding document fee: Rs. 5,000/- (Rupees Five Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: Rs. 2,500/- (Rupees Two Thousand Five Hundred Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	Rs.65 Crores
<b>Bid Security (EMD) and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): 2% of the estimated procurement cost, 0.5% of the estimated procurement cost for S.S.I. unit of Rajasthan and 1% of the estimated procurement cost for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction</li> <li>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee, in specified format, of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"</li> </ul>
<b>Period of Sale of Bidding Document (Start/ End Date)</b>	<ul style="list-style-type: none"> <li>Start Date: 22-08-2023</li> <li>End Date: 05-09-2023 3:00 PM</li> </ul>
<b>Date/ Time/ Place of Pre-bid Meeting</b>	<ul style="list-style-type: none"> <li>25-08-2023 at 12:00 PM</li> <li>Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Online at e-Proc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: 11:00 AM onwards on 31-08-2023</li> <li>End Date: 3:00 PM on 05-09-2023</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	<ul style="list-style-type: none"> <li>From 31-08-2023, 11:00 AM To 05-09-2023, 3:00 PM</li> </ul>

<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>• Date: 05-09-2023 Time: 4:00 PM</li> <li>• Place: RISL, Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> <li>1) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.</li> <li>2) *In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.</li> <li>3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (bidders already registered on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> before 30-09-2011 must register again).</li> <li>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.</li> <li>5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.</li> <li>6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&amp;C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&amp;C for booking the training slot.  Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)  e-mail: <a href="mailto:eproc@rajasthan.gov.in">eproc@rajasthan.gov.in</a>  Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur</li> <li>7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</li> <li>8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</li> <li>9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</li> <li>10) The provisions of RTPP 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 RTPP Act 2012 and Rules thereto, the later shall prevail.</li> </ol>	

GGM (Technical)

## 2. PROJECT PROFILE & BACKGROUND INFORMATION

### 2.1 Project Background

#### **Rajasthan Jan Aadhaar Yojana:**

The Government of Rajasthan (GoR) implemented Rajasthan Jan Aadhaar Yojana in the State Government with following vision:

The Rajasthan Jan Aadhaar Yojana has been brought to actualize the concept of "One Number, One Card, One Identity" for providing benefits of various schemes to citizen with Simplicity, Ease and Transparent.

Jan Aadhaar Yojana was envisaged and announced in modified budget 2019-20 by Hon'ble Chief Minister of Rajasthan with an objective of "One Number, One Card, One Identity" for the residents of the state.

Rajasthan, being the largest geographical state of the country, has its own specific challenges in delivering government services to the residents living in far flung areas; hence needed a robust electronic mode of service delivery to do away with the snarls of physical delivery so that the benefits of the public welfare can be delivered at the door-step to residents in a transparent and leakage-proof manner. Jan Aadhaar Yojana fulfils this objective and unifies the entire service delivery ecosystem of the state with a single-card, single-number, single-identity philosophy by reducing multiple channels of government to reach to the residents to only one.

The Jan Aadhaar number aims to be the single identifier of a family and also an individual. It is the sole vehicle on which delivery of all kinds of cash as well non-cash benefits and services are riding and reaching to the door-step of the residents through an intertwined network of e-Mitra kiosks.

By overhauling the entire electronic service delivery system of the state, the Jan Aadhaar Yojana has some basic and some most innovative features such as e-bazar, e-commerce, financial inclusion, institutional finance, insurances and women empowerment to take the state to the next level of delivery of services and making life of residents comfortable through one card and one identity.

Mukhyamantri Chiranjeevi Swasthsya Bima Yojana is also based on Jan Aadhaar number for registration under the scheme.

#### **Mukhyamantri Chiranjeevi Swasthya Bima Yojana:**

A health insurance scheme was launched by the name of 'Mukhyamantri Chiranjeevi Swasthya Bima Yojana' by the chief minister of Rajasthan. This state-operated scheme is supposed to offer cashless treatment to the residents of the state.

The Mukhyamantri Chiranjeevi Swasthya Bima Yojana has been introduced for giving access to an affordable health scheme facility for all the residents of Rajasthan. Each and

every individual of the eligible families can avail this scheme through an easy application process.

The Mukhyamantri Chiranjeevi Swasthya Bima Yojana was launched to offer cashless annual insurance cover of up to Rs. 25 lakhs for all Rajasthan citizens.

Approx. 80% of the total population of Rajasthan has already registered under this scheme.

**Mukhyamantri Chiranjeevi Durghatna Bima Yojana:**

Mukhyamantri Chiranjeevi Durghatna Bima Yojana has been announced in the budget of 2022-23. Through this scheme, the government is providing accident insurance to the common citizens of the state.

Under this scheme, the family will receive assistance of up to Rs.10 lakh in accident insurance. The families registered under Mukhyamantri Chiranjeevi Swasthya Bima Yojana are entitled under this scheme. The sum insured can be claimed on the event of death or disability in accident.

### 3. PRE-QUALIFICATION/ELIGIBILITY CRITERIA

A bidder participating in the procurement process shall possess the following minimum prequalification/ eligibility criteria.

The bidder must submit documentary evidence in support of their claim for fulfilling the criteria. The bids received without documentary evidence and the required Earnest Money will be out rightly rejected.

S.No	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement</p> <p style="text-align: center;">OR</p> <p>A company registered under Indian Companies Act, 2013</p> <p style="text-align: center;">OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p style="text-align: center;">OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932</p> <p style="text-align: center;">OR</p> <p>Consortium is also allowed. The consortium shall not consist of more than two companies/ corporations and shall be formed under a duly stamped consortium agreement. (Attach Proof). In a consortium, one of the partners shall be designated as a "Lead Partner". Every member of the consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issues, Lead Partner shall be responsible for all the penalties.</p>	<p>- Copy of valid Registration Certificates</p> <p>- Copy of Certificates of incorporation</p> <p>Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder</p> <p>In case of a consortium, a Consortium Agreement must be submitted, duly signed by the consortium members. The Consortium Agreement must clearly specify the stake of each member and outline their roles and responsibilities. Both the bidders should be legal entity and submit relevant proofs as mentioned above.</p>



2.	Turnover	The lead bidder should have an average turnover of 15 crore during following three financial years viz. 2019-20, 2020-21 and 2021-22 from the PVC Card Printing operations within India only.	Statutory Auditor/ CA Certificate with Registration Number / Seal
3.	Financial: Net Worth	The lead Bidder should have a positive Net Worth as on 31 <sup>st</sup> March 2022.	Statutory Auditor/ CA Certificate with Registration Number/ Seal
4.	Technical Capability	The lead bidder must have successfully “completed” OR “completed part of the ongoing” projects of PVC Card printing during last Five years awarded by Government / PSUs / Autonomous bodies/ Banks in India of the following values as on 31.03.2023 (a) One project costing not less than Rs 5 Cr Or (b) Two projects costing not less than Rs 3 Cr each Or (c) Three projects costing not less than Rs 2 Cr each  <b>Note: Max. 3 projects are allowed</b>	Project Reference format as per Annexure – 10 detailing Name, Designation, Phone and Email Ids And Work Order and Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s))
5.	Experience	The lead should have Printed and supplied average 40 Lakhs PVC cards like EPICs, PAN cards, driving licenses, Credit/ Debit PVC Card within India during last <b>Five</b> years as on 31.03.2023, awarded by Government /PSUs/ Autonomous bodies / Banks in India.  <b>Note: Max. 6 projects are allowed</b>	Project Reference format as per Annexure – 10 detailing Name, Designation, Phone and Email Ids And Work Order and Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the card printed and supplied against the work order(s))
		The lead Bidder should have experience of Card printing with Hologram Hot stamping with in India during last <b>Five</b> years as on	Project Reference format as per Annexure – 10 detailing Name, Designation, Phone and Email Ids

		31.03.2023, awarded by Government /PSUs/ Autonomous bodies / Banks in India.	And Work Order and Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the card printed and supplied against the work order(s))
		The lead bidder must be the manufacturer of PVC cards	Copies of relevant documentary proof
6.	Capacity	The lead bidder Should have an 'installed capacity' of not less than <b>3.0 lakh per day</b> in printing, enveloping and handling of similar kind of PVC Card	Self-certificate having Description of the capability including machines to be deployed signed by Authorized Signatory
7.	Tax registration and clearance	The lead bidder should have a registered number of: - <ul style="list-style-type: none"> <li>• GSTN where his business is located</li> <li>• Income Tax/PAN Number</li> </ul>	Copies of relevant certificates of registration
8.	Certification	The lead bidder must have ISO 9000 series certification <b>ISO 27001:2013</b> and <b>ISO 9001: 2015</b>	Copy of the certification valid on date of bid submission.
9.	Mandatory Undertaking	The lead Bidder should: - <ol style="list-style-type: none"> <li>a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity</li> <li>b) have fulfilled their 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</li> <li>c) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs</li> </ol>	A self-certificate letter as per Annexure-4

		<p>administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>d) Not have been (their directors and officers) 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;</p> <p>e) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p>	
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In addition to the provisions regarding the qualifications of the bidders as set out in (1) above:

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- The procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB”
- The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
- Bidders successful at Pre-Qualification stage may be asked to make a Presentation showcasing their capacity cum capability and technical competency.
- The RISL reserves the right to visit any or all of the short-listed bidders for a physical verification of stated capacities and capabilities. Discrepancy between stated capacity/capabilities and site verification shall result in immediate disqualification.
- All the certificates submitted by the bidder should be valid on the date of bid submission.



## 4. SCOPE OF WORK, TIMELINES, DELIVERABLES AND PAYMENT TERMS

### 4.1 Broad Scope of Work

After selection of Service providers through this RFP process, the Service provider will be required to deliver the services for printing PVC Cards, Policy Documents, Welcome letters, Window Envelope, Jan Samman Certificate and Ration Vitran Panjika as per the specification provided by the tendering authority, thereafter collation of the PVC cards with the Welcome letters, Jan Samman Certificate, Ration Vitran Panjika and policy document and inserting it in the pre-printed window envelope and delivery of the window envelope as per district allocated as mentioned in RFP clause 5.12 (Selection Method).

RISL is willing to print and deliver Jan Aadhaar, RGHS and Chiranjeevi PVC Cards along with Welcome letters, Policy Document, Jan Samman Certificate, Ration Vitran Panjika and envelope during a period of 45 days at the rate of approximately 1.5 Lacs envelopes containing all items per day (irrespective of holidays) from each selected bidder. Bidders must remain aware of the fact that the actual requirement for printing the PVC Cards and Documents may vary, depending on the demand from the residents for the PVC Cards and Documents.

The enrolment under Rajasthan Jan Aadhaar Yojana is continuous process where new families are enrolled. The selected bidders shall provide service for printing and delivery of PVC cards and document as mentioned above on regular interval as and when asked by tendering authority till the period of next one and half year after the period of 45 days.

Service Providers are expected to have the ability to ramp up by 15% / 20% more per day printing capacity than the existing capacity within 2 weeks / 4 weeks of intimation of the same by RISL, respectively.

#### 4.1.1 Receiving of Data

The data for printing shall be provided to the Service Providers in Unicode XML (Extensible Markup Language) file format or an equivalent electronic format as specified by RISL.

The data transfer shall be using FTP (File Transfer Protocol). The successful bidders install the software at his cost and ensure the connection is established and data are exchanged smoothly. The installed FTP client shall be used exclusively for RISL work.

The Data Centre of RISL (i.e. RSDC) may undergo location migrations in future and the Service Providers will have to undertake necessary changes as per requirement.

#### 4.1.2 Security of Data

- a) Ensuring Security of electronic data provided by the RISL is of paramount importance. In addition to the standard guidelines of the Government of India, Government of Rajasthan on Data Security, the Security Guidelines issued by RISL on the subject and those under The Rajasthan Jan Aadhaar Authority Act, 2020, Rajasthan Jan Aadhaar

Authority Rules, 2021 and the regulations thereunder needs to be followed. Any other instructions on Data Security issued by Govt. of India or Govt of Rajasthan or DoIT&C/RISL from time to time will have to be adhered to strictly.

- b) The agency has to comply with the existing Information Security Guidelines of Govt. of India, RISL and those as relevant under The Rajasthan Jan Aadhaar Authority Act, 2020 and Rajasthan Jan Aadhaar Authority Rules, 2021. These are updated periodically as per requirement and at all times.
- c) The data received by Service Providers will be encrypted by RISL. The service provider will decrypt the data using public key.

#### **4.1.3 Processing of Data Received from RISL**

The Service Providers shall deploy defensive check mechanisms for verifying the integrity of data received from RISL. The Service Providers are expected to validate the data file structure, verify the mandatory fields as specified by RISL and print only unique records, unless otherwise specified by RISL. The verified error records are assigned a reason, skipped (not processed for printing) and written to the skipped file thereby creating a MIS report for all the records skipped for printing. The list of reasons for skipping records shall be provided by RISL to the Service Providers, MIS for such skipped file is to be prepared and submitted to RISL on daily basis.

#### **4.1.4 Printing of PVC Cards, Policy Documents, Welcome letter, Ration Vitran Panjika, Jan Samman Certificate and Envelope**

PVC Cards used for printing should be manufactured by the selected bidder only.

Specifications provided for PVC cards in Annexure-1 will be same for both Jan Aadhaar and Chiranjeevi PVC Cards.

Following indicative information's of the family members will be printed on the card along with photo:

##### **Jan Aadhaar Card**

###### Front side of Card

- Family Identity Number
- Name of Head of Family
- Gender
- DOB
- Personal Identity Number
- Family Bank Account Number
- Present Address

###### Back side of Card

- Family Identity Number

- Photos of the individual family members
- Details of family members (Name, Gender, Relation with HoF, Date of Birth, Personal Identity Number)

### **Chiranjeevi Card**

#### Front side of Card

- Family Identity Number
- Name of Head of Family
- Gender
- DOB
- Personal Identity Number
- Present Address

#### Back side of Card

- Family Identity Number
- Photos of the individual family members
- Details of family members (Name, Gender, Relation with HoF, Date of Birth, Personal Identity Number)

### **RGHS Card**

#### Front side of Card

- RGHS Card Number
- Family Identity Number
- Name of RGHS Card Holder
- Gender
- DOB
- Personal Identity Number
- Present Address

#### Back side of Card

- Family Identity Number
- Photos of the individual family members
- Details of family members (Name, Gender, Relation with HoF, Date of Birth, Personal Identity Number)

The indicative information's mentioned above to be finalised at later stage by RISL which may have option of Bar code, QR code printing.

Design of Hologram, Cards, Policy Document, Welcome letters, Window Envelope, Jan Samman Certificate and Ration Vitran Panjika information to be finalised at a later stage by RISL.

Hologram will be printed on Jan Aadhaar PVC cards. Final Editable Design file of hologram is to be submitted by selected bidder to DoIT&C/ RISL.

To maintain uniformity & quality of the Cards and documents, agency will print all PVC Cards, Policy Documents, Welcome Letters, Window Envelope, Jan Samman Certificate and Ration Vitran Panjika at their central locations.

#### **4.1.5 Quality Check**

After printing at central location & to minimise the error in personalisation, Service Providers will perform the quality check on the personalised card.

Service Providers Quality Assurance team will perform quality check on PVC Cards, Policy Documents, Welcome Letters, Envelope, Jan Samman Certificate and Ration Vitran Panjika. Multiple level of quality checking will be performed by Service Providers team to ensure error free cards and documents goes for distribution. In case of error identified by the Agency team during Quality Check, cards and documents will be sent back for re-printing to printing facility. Quality checking will be performed for various aspects of the cards and documents that includes proper printing of contents on the card, alphabetic mistakes along with correct photographs (gender difference) etc. No extra cost shall be provided to for reprinting in such cases.

#### **4.1.6 Lamination and Enveloping**

- a) The Cards and Documents which require lamination, are to be laminated through duly automated duplex lamination process.
- b) The Jan Aadhaar, RGHS and Chiranjeevi PVC Card should be properly pasted on respective Welcome letters
- c) The Jan Aadhaar, RGHS and Chiranjeevi PVC Card, Policy Documents, Jan Samman Certificate, Ration Vitran Panjika and Welcome letters are to be enveloped through completely automated process and the envelopes should be fabricated as per the specification.
- d) Policy Documents, Jan Samman Certificate, Ration Vitran Panjika and Welcome letters should be inserted straight unfolded in Window envelope
- e) The enveloping/insertion process needs to be completely automated. The Service providers are to ensure that the full delivery address along with mobile number is visible through envelope window after Jan Aadhaar, RGHS and Chiranjeevi PVC Card and Policy Documents insertion into envelope. No other information shall be visible through the envelope window.

#### **4.1.7 Sorting of Data**

The Service Providers is expected to have in-place suitable 'Collating and Sorting software' which is capable of collating and sorting the electronic data to ensure high efficiencies in printing and dispatch of PVC Cards, Policy Documents, Welcome Letters, Envelope, Jan Samman Certificate and Ration Vitran Panjika.



The Service Providers are required to sort the received data Village/Gram Panchayat wise in case of Rural and Ward-wise in case of Urban.

The other variables for sorting of data may be specified by RISL from time to time and the same needs to be complied by the Service Providers.

In-addition, postal barcode series shall be provided or specified, as the case may be, by RISL to the Service Providers and which needs to be printed on Jan Aadhaar welcome letter and must be visible through window of envelope. The Service Providers are to ensure the uniqueness of PVC Cards, Policy Documents, Welcome Letters, Envelope, Jan Samman Certificate and Ration Vitran Panjika -barcode. Any non-unique relationships shall be treated as duplicate printing, unless otherwise specified/communicated/agreed by RISL.

#### **4.1.8 Sample Checking and Testing**

DoIT&C/ RISL reserves the right to get the random sample of the cards tested on its own by CIPET/ Any other government labs or ask Service Providers to get the samples selected by DoIT&C/ RISL, tested by CIPET/ Any other government labs. No extra cost shall be provided to Service Providers for such testing. The Service Providers shall submit the test report as desired by DoIT&C/ RISL.

The indicative list of tests are mentioned below:

<b>S.No.</b>	<b>Name of the Test</b>
1	Material of Construction & Type (PVC/ PET layers)
2	Durability test
3	Adhesive and blocking fixtures
4	Peel Strength
5	Bending Stiffness
6	Dynamic Bending Stress
7	Dimensions of Card ( Width, length and thickness)
8	Dynamic torsional Stress
9	Card corner radius
10	Readability of Micro Text Test
11	Card warpage
12	UV Light Exposure
13	Opacity Test
14	Flammability Test
15	Resistance to Heat
16	Card dimensional stability and warpage with temperature and humidity.

In failure in sample testing conducted by CIPET (or other Government Authorised labs/ testing agencies), there shall be a penalty for each non compliance. The penalty shall be assessed and levied on each instance of non compliance of the mentioned tests, at the rate of 0.5% of the cost of the card (excluding taxes) for the total number of cards from which the sample has been picked out of lot. The Service provider shall rectify the anomaly within 10 days of intimation by CIPET and get the same tested again for compliance. The service providers will require to reprint and deliver the PVC cards of

the lot which has been failed in testing. DoIT&C/ RISL also reserve the right to get the PVC card tested by such agencies.

#### **4.1.9 Mode of Delivery**

Family wise Cards and Documents properly sorted and inserted in envelope should be delivered at office of Additional Block Jan Aadhaar Officer (Block Statistical officer) for both rural and urban areas. Envelopes consist of cards and documents shall be bundled in batches for delivery. Service delivery partner shall share list of Jan Aadhaar numbers of cards and documents bundled in a batch in Excel file. Each batch number and bar code printed on box should be clearly readable through barcode scanner.

Delivery location and office may be changed by DoIT&C/ RISL at any stage of project.

#### **4.1.10 Purging & Information Security**

The data for printing shall be provided to the Service Providers in Unicode XML (Extensible Markup Language) file format or an equivalent electronic format as specified by RISL. After successful printing and dispatching, the Service Providers shall purge the databases containing resident data in an automated and systematic mechanism in a periodic manner (fortnightly) as per Rajasthan Jan Aadhaar Authority Act- 2020. After completion of purging activity, RISL may undertake physical inspection for verification of completion of purging process and ensuring compliance of procedure prescribed by RISL.

The printing service providers and its printing premises and computing environment shall be subjected to the guidelines under the information security policy of Government.

All personal details of citizens would be deleted, however fields used for maintaining MIS to track printing progress shall remain.

#### **4.1.11 MIS Reports**

The Service Providers shall also provide a consolidated/duration based report for daily/weekly/monthly printing and delivery activity as per the format shared by RISL time to time.

##### **Important Points:**

Printing process to be followed:

- a) Entire data should be printed directly on PVC layer ONLY.
- b) No printing at overlay/laminations will be accepted.
- c) Hologram needs to be hot stamped on Lamination Overlay.
- d) The quality of plastic cards should be guaranteed for minimum 3 years.

- e) There should be Non-peeling of the overlays on use.
- f) There should be Non-breakage due to card fabric become brittle.
- g) Non-leakage, Non-smudging, non-erasure of the text and image should be ensured.
- h) Security features to be discourage the forging unlawful duplication of the cards should be implemented within the plastic cards.
- i) The structure and fields are subject to change, based on DoIT&C/ RISL and same should be incorporated in the plastic card at no extra cost, as and when required.

## 4.2 Time Schedule

### **For bulk printing and delivery in first 45 Days:**

The work of printing is to be started within three (3) days and delivery is to be started within five (5) days after data sharing by RISL and should be delivered within 45 Days of data shared by RISL at respective locations shared by DOIT&C/ RISL.

### **For printing and delivery after first 45 Days:**

After bulk printing in 45 Days, The selected bidders shall continue providing service for printing and delivery of PVC cards and other document on monthly basis till the period of next one year after the period of 45 days. DoIT&C/ RISL shall provide this continuous data on monthly basis for which PVC Cards and other documents mentioned in this RFP shall be printed and delivered within 30 days of receiving of data from DoIT&C/ RISL.

## 4.3 Payment Schedule

Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.

- The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the supplier/ selected bidder.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- Payment in case of those services which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments.
- Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

Sr. No.	Cost Head	Activity / Milestone	Deliverables/ Deliverable (Reports/Documents)	Payment terms in %
1.	Printing & Delivery of PVC Cards, Policy Documents, Welcome Letters and Envelope, Jan Samman Certificates, Ration Vitran Panjika	Printing & Delivery of PVC Cards, Policy Documents, Welcome Letters and Envelope, Jan Samman Certificates, Ration Vitran Panjika	Report from Jan Aadhaar Web Portal	100% Payment of actual number of PVC Cards, Policy Documents, Welcome Letters, Jan Samman Certificates, Ration Vitran Panjika and Envelope printed, delivered & received by block/district officials.  The payment shall be made on monthly basis

## 5. INSTRUCTION TO BIDDERS (ITB)

### 5.1 Sale of Bidding/ Tender Documents

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

### 5.2 Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
  - i. Last date of submitting clarifications requests by the bidder: as per NIB

- ii. Response to clarifications by procuring entity: as per NIB
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

### **5.3 Changes in the Bidding Document**

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

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

### **5.4 Period of Validity of Bids**

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

### 5.5 Format and Signing of Bids

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

S.No.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
<b>Eligibility Documents</b>		
4.	Bidder's Authorization Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-3 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
<b>Technical Documents</b>		
6.	Self-Declaration Along with Tender Form	As per Annexure-4 (PDF)
7.	Certificate of Conformity/ No Deviation	As per Annexure-5 (PDF)
8.	Declaration by Bidder	As per Annexure-6 (PDF)

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

S.No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-7 (PDF)
2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a

different format/ contents may lead to the rejections of the Bid submitted by the bidder.

### **5.6 Cost & Language of Bidding**

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

### **5.7 Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid.

### **5.8 Bid Security**

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a Bank Guarantee/ banker's cheque or demand draft of a scheduled bank.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement (annexure 8 and 9) and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
  - a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c. the cancellation of the procurement process; or
  - d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

### **5.9 Deadline for the submission of Bids**

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



opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

### **5.10 Withdrawal, Substitution, and Modification of Bids**

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

### **5.11 Opening of Bids**

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

### **5.12 Selection Method:**

The selection method is lowest evaluated technically responsive bid based on T&C defined in this RFP on the Grand total amount of column 8 of BoQ. As the procurement entity will be having parallel rate contract with multiple bidders therefore the L1 rate (evaluated from Grand total amount of column 8 of BoQ) will be offered to other qualified bidders for matching the same.

However, order will be given to selected bidders based on Lowest rate of individual items of BoQ (Financial Bid). As other bidders will also be required to match composite L1 rate but for any individual item the rate/prices will not be increased.

Order will be split District wise to maximum five bidders in the ratio of 14:9:9:9:9 (Districts) between the L1, L2, L3, L4 & L5 bidders provided the L2, L3, L4 & L5 bidders match the L1 price. However, in the event of:

- a) In case only 4 bidders selected, then the order (District wise) will be split to four bidders in the ratio of 17:11:11:11 (Districts) between the L1, L2, L3, L4 bidders provided the L2, L3, L4 bidders match the L1 price
- b) In case only 3 bidders selected, then the order (District wise) will be split to three bidders in the ratio of 20:15:15 (Districts) between the L1, L2, L3 bidders provided the L2, L3 bidders match the L1 price
- c) In case only 2 bidders selected, then the order (District wise) will be split to two bidders in the ratio of 30:20 (Districts) between the L1 and L2 bidders provided the L2 bidder match the L1 price
- d) In case only 1 bidder selected or Receipt of only one bid, then all the districts shall be allocated to sole L1 bidder
- e) In case of any bidder not agreeing to match the L1 rate then above mentioned corresponding conditions will apply accordingly on bidders who all matches the L1 price (excluding the bidder from selection who is not agreeing to match the L1 rate)
- f) In case, L2 bidder is not agreeing to match the L1 price the next lowest will be given a chance to match the L1 price. This process will be continued until RISL gets the second vendor who agrees to match the prices of L1.
- g) If none of the L2 /L3 / L4/ L5, as the case maybe, is willing to match the price offered by L1, the Purchaser reserves the right to place the entire order with the L1 bidder. The L1 Shall be bound to accept the order at the same price. In such case, reasonable extension of delivery period can be considered.
- h) In case, L1/L2/L3/ L4/ L5 vendor is not able to provide the desired services then next lowest will be given a chance to provide the services after matching the L1 price and this process will be continued till RISL gets the vendor who agrees to match the prices of L1.
- i) In case of tie up between of two bidders at any position and
  - a. Both bidders not agreeing to match L1 rates then both the bidders will be excluded from selection process and above-mentioned conditions will apply
  - b. One of bidders not agreeing to match L1 rates then that bidder will be excluded from selection process and above-mentioned conditions will apply
- j) In case of tie up between of two bidders at any position and Both bidders agreeing to match L1 rates then
  - a. If tie up happens at L1 then order will be distributed to both bidders after averaging out the above-mentioned quantity for L1 and L2 position
  - b. If tie up happens at L2 then order will be distributed to both bidders after averaging out the above-mentioned quantity for L2 and L3 position

- c. If tie up happens at L3 then order will be distributed to both bidders after averaging out the above-mentioned quantity for L3 and L4 position
- d. If tie up happens at L4 then order will be distributed to both bidders after averaging out the above-mentioned quantity for L4 and L5 position
- e. If tie up happens at L5 then order will be distributed to both bidders after dividing equally above-mentioned quantity for L5 position
- k) RISL may change/ alter the ratio or no. of districts anytime during the rate contract, based on the performance of a particular successful bidder
- l) Negotiations, if held, will be only with the lowest bidder. The order will be placed on the Lowest (L1) bidder only

### **5.13 Clarification of Bids**

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

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

- a) The evaluation committee will evaluate all bids and shortlist the bidders who have qualified as per the eligibility criteria as laid down.
- b) The objective of the Technical Bid evaluation is to short
- c) list bidders who have the technical competency/ experience/ skills / financial strength that are essential to roll out the project.
- d) **Determination of Responsiveness**
  - a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
  - b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
    - i. "deviation" is a departure from the requirements specified in the bidding document;
    - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
    - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
  - c. A material deviation, reservation, or omission is one that,

- i. if accepted, shall: -
  1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
  2. Limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
- ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- e) Non-material Non-conformities in Bids**
  - a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
  - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
  - c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- f) Technical Evaluation Criteria**
  - a. Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause "**Format and Signing of Bids**". Any critical noncompliance/ deviations may lead to disqualification of the Bidder
  - b. Only those bidders who qualify through the Technical Qualification stage will be short listed for opening of financial bids/ evaluation.
- g) Tabulation of Technical Bids**
  - a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
  - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- h)** The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement

process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

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

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

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

- a) For single part/ cover Bid system, where Bid is received in single cover along with requisite bid security, processing fee or user charges and price of bidding documents within specified time, it shall be considered for financial evaluation by the Bids evaluation committee;

Or

For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical Evaluation shall be opened online at the notified time, date and place by the bid evaluation. Committee in the presence of the bidders or their representatives who choose to be present;

- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked L1, L2, L3, L4, L5 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3, H4, H5 etc. in descending order. <In case quality is also a criteria and the combined score of technical and financial evaluation is considered>;
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

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

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

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price

shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

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

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

### **5.18 Negotiations**

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

### **5.19 Exclusion of Bids/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
  - i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - v. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - vi. A bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - i. communicated to the concerned bidder in writing;
  - ii. Published on the State Public Procurement Portal, if applicable.

### **5.20 Lack of Competition**

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

- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

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

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement (refer Annexure 8 and 9 in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.



## **5.22 Information and publication of award**

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

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

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

## **5.24 Right to vary quantity**

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

## **5.25 Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms:
  - a. deposit through eGRAS;
  - b. Bank Draft or Banker's Cheque of a scheduled bank;
  - c. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

- d. 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;
- e. 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 [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply as per the scope of tender document.
  - c. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

## **5.26 Execution of Agreement**

- a) A procurement contract shall come into force from the date of signing of the agreement.
- 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 dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding Document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement (refer Annexure 8 and 9) on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

## 5.27 Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of bidders;
  - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

## 5.28 Cancellation of procurement process

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

- b. Rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

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

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for: -
  - a. Prohibiting
    - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
    - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
    - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
    - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
    - vii. any obstruction of any investigation or audit of a procurement process;
  - b. disclosure of conflict of interest;
  - c. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
  - a. exclusion of the bidder from the procurement process;
  - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - c. forfeiture or encashment of any other security or bond relating to the procurement;
  - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

### 5.30 Interference with Procurement Process

A bidder, who: -

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

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

### 5.31 Appeals

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

First Appellate Authority: Principal Secretary, IT&C, GoR

Second Appellate Authority: Secretary finance (Budget), Finance Department, GoR

- f) Form of Appeal
- a. Every appeal under (a) and (c) above shall be as per Annexure-11 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 authorized representative.
- g) Fee for Appeal: Fee for filing appeal:
- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
    - i. hear all the parties to appeal present before him; and
    - ii. Peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### **5.32 Stay of procurement proceedings**

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

### **5.33 Vexatious Appeals & Complaints**

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any

other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

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

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

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

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
- a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - b. "Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

### **5.35 Debarment from Bidding**

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

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

### **5.36 Monitoring of Contract**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.



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

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

### Definitions

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

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

Note: 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, scope, drawing, etc., he shall, before submitting

the Bid and signing the contract refer the same to the procuring entity and get clarifications.

### **6.1 Contract Documents**

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

### **6.2 Interpretation**

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

### **6.3 Language**

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

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

Joint venture, consortium or Association is allowed.

### **6.5 Eligible Goods and Related Services**

- a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor/ bidder of the quoted product (hardware) must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of the bidding document.
- d) The OEM/ Vendor/ bidder of the quoted product should also have its presence through any Distribution/ System Integration partner agreement.
- e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

### **6.6 Notices**

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

### **6.7 Governing Law**

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

### **6.8 Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale in next 12 months and End of Service/ Support for a period of 3 Years from the last date of bid submission. OEMs are required to mention this in the

MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

### **6.9 Delivery & Installation**

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

### **6.10 Supplier's/ Selected Bidder's Responsibilities**

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

### **6.11 Purchaser's Responsibilities**

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

### **6.12 Contract Price**

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

by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

### **6.13 Recoveries from Supplier/ Selected Bidder**

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

### **6.14 Taxes & Duties**

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

### **6.15 Copyright/ Intellectual Property Rights (IPR)**

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

### **6.16 Confidential Information**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event

the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - i. the Purchaser or Supplier/ Selected Bidder need to share with RISL or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

### **6.17 Sub-contracting**

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

### **6.18 Specifications and Standards**

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
  - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

- ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

#### **6.19 Packing and Documents**

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

#### **6.20 Insurance**

- a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

### **6.21 Transportation**

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

### **6.22 Inspection**

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

### **6.23 Samples**

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost up to the period of 45 days after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.



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

#### **6.24 Drawl of Samples**

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

#### **6.25 Testing charges**

Testing charges shall be borne by the selected bidder. In case, test results showing that supplies are not up to the prescribed standards or specifications, no extra charges shall be payable to the selected bidder by Government.

#### **6.26 Rejection**

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

#### **6.27 Extension in Delivery Period and Liquidated Damages (LD)**

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of

the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".

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

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

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

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the total value of the items to be supplied in the particular phase.
- iii. \*The percentage refers to the payment due for the associated works/ goods/ service.

#### 6.28 Authenticity of Equipment

- a) The selected bidder shall certify (as per Annexure-6) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

#### 6.29 Warranty

- a) The bidder must supply all items with comprehensive on-site OEM warranty after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However,

if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.

- b) At the time of goods delivery, the selected bidder shall submit a certificate/undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- f) The warranty on supplied software media, if any, should be at least 90 days.

### **6.30 Patent Indemnity**

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

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

- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/

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

### **6.31 Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

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

### **6.32 Force Majeure**

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

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

### **6.33 Change Orders and Contract Amendments**

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

### **6.34 Termination**

#### **a) Termination for Default**

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

- c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- iv. As on effective date of termination, Tendering Authority may pay:
  - a. The unpaid value of all the assets supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications in order to take over the possession of the assets / application.
  - b. All the services delivered by the Bidder and accepted by the purchaser, the consideration payable shall be based on service rate as per agreement.

**b) Termination for Insolvency**

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

**c) Termination for Convenience**

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

**6.35 Exit Management**

- a) Preamble

- i. The word 'parties' include the procuring entity and the selected bidder.
  - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
  - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
  - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be 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 security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
  - ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
  - iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
  - iv. Upon service of a notice, as mentioned above, the following provisions shall apply:
    - 
    - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
    - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
    - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
    - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations



mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.

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

d) Confidential Information, Security and Data

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

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

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

- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the selected bidder to support new operator during the transition period.

### **6.36 Settlement of Disputes**

Any dispute arising there out or in connection therewith of will be settled as per the provision of arbitration & conciliation act, 1996

### **6.37 Risk and Title**

All title, risk and ownership of the assets is to be transferred to RISL or its nominated agencies on the day of the successful delivery / installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of title ship of assets shall be borne by the selected bidder/authorized partner.

### **6.38 Verification of Eligibility Documents by RISL**

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

## 7. SERVICE LEVEL STANDARDS/ REQUIREMENTS/ AGREEMENT

- 1) 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 successful bidder, in an efficient manner to the identified users under this tender. This section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The successful bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.
- 2) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
- 3) The services provided by successful bidder shall be reviewed by RISL that shall
  - Regularly check performance of the successful bidder against this SLR.
  - Discuss escalated problems, new issues and matters still outstanding for resolution.
  - Review of statistics related to rectification of outstanding faults and agreed changes.
  - Obtain suggestions for changes to improve the service levels.

### Service Level Requirement:

The Service Provider shall provide detailed MIS of requests received and processed for printing and delivery in the format to be shared by RISL with the selected Service Provider.

S. No.	Particulars	Details	Penalty
1.	Defect attributable to quality of manufacturing of card/document	Such as fading of printing or peeling of lamination or tearing etc. up to 1%,	Free of cost replacement
		If defect exceeds beyond 1% of the supplied cards/document	10% of the cost of cards/ document supplied and free replacement
2.	Inaccurate printing of cards/ document	Rejection of card/ document up to 1%	Free of cost replacement
		Rejection of card/ document exceeds beyond 1% of the supplied cards/ document	10% of the cost of cards/ document supplied and free replacement

## 8. ANNEXURES

### 8.1 ANNEXURE-1: BILL OF MATERIAL (BoM)

S.No.	Description
1.	Printing of Jan Aadhaar PVC Card
2.	Printing of Chiranjeevi PVC Card
3.	Printing of RGHS PVC Card
4.	Printing of Policy Document
5.	Printing of Welcome Letter
6.	Jan Samman Certificate
7.	Printing of Ration Vitran Panjika
8.	Printing of Envelope
9.	Delivery Charges of Items mentioned above

### TECHNICAL SPECIFICATIONS

Note: All the specifications below are indicative and minimum specifications. higher specifications shall be used wherever necessary/ required. Deviation on higher side shall be considered.

Most of information provided for printing will be in Unicode.

#### **Item No. 1 – PVC Card Specification for Jan Aadhaar, RGHS and Chiranjeevi PVC Cards including Hologram**

Information to be printed on front and back side of cards

Item	Description	Compliance (Yes/No)	Deviations (if any)
Certification, if any			
Card Size	ISO Standard (CR-80) is 85 X 54 X 0.76 (mms) + 5%.		
Card Construction Type	The cards should be constituted through the process of fusion of 4 layers of Polyvinyl Chloride Sheets		
Printing on Card	The printing on cards should have specialized printing as the ink used and medium of ink thinner used are supportive of 100% bonding on the complete surface of the core PVC. Printing would be done on both side - front and back. Bar or/and QR Code may be required to be printed		
Printing Method	Background and standard text on the PVC core are printed by using the conventional		

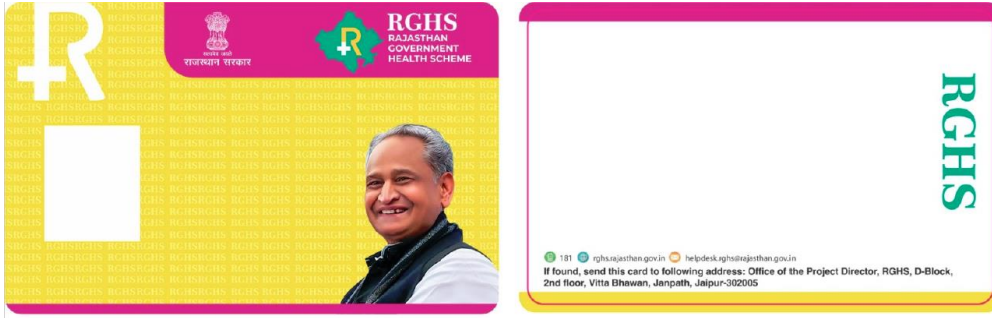
	printing methods such as, 'Offset Printing' / Thermal Dye Sublimation printing with Short Panel CMYK+O ribbon		
Security Feature in Card	Micro-text printing, Guilloche Pattern, Rainbow printing, Invisible UV fluorescent ink printing and Hologram Hot stamping to be incorporated. Service Providers will be responsible for Hologram and its Hot stamping.		
Personalization	The finished cards are compatible to personalization through digital printing, on the PVC core.		
Hologram	Actual Hologram Shape- 16 mm x 12 mm (rectangle) rounded corners Thickness – 23 Micron Metalized Tamper Evident Polyester Film.		



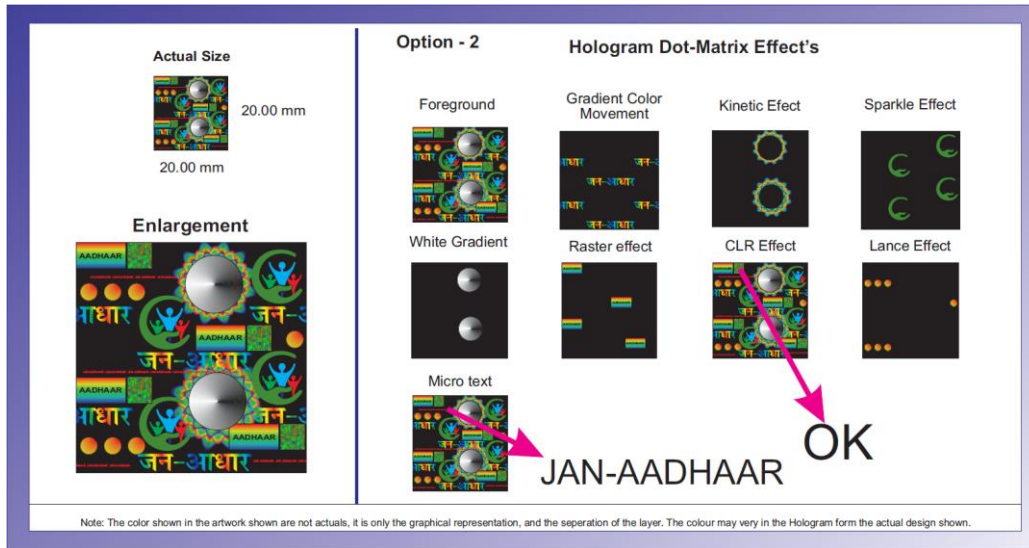
Indicative sample of Jan Aadhaar PVC Cards



Indicative sample of Chiranjeevi PVC Cards



Indicative sample of RGSH PVC Cards



Indicative sample of Hologram

**Item No. 2 – Policy Document**

Information to be printed on front side of document

Size	8.3"x11.7" Inches
Weight	130 GSM art paper (Matte)
Quality	Matte from front
Color	4 color printing (front)
Variable data	Variable data Printing on front side



मुख्यमंत्री  
**चिरंजीवी**  
दुर्घटना बीमा योजना

जन-आधार परिवार पहचान संख्या — 08080 08080 808080  
पता —

बीमा अवधि — 30 मार्च 2023 से 29 मार्च 2024  
मोबाइल नंबर —

क्र.सं.	नाम	लिंग	जन्मतिथि	कार्ड में अंकित व्यक्तिगत जन आधार पहचान संख्या
1.	सविता शर्मा	महिला	20.01.70	08080 08080 808080
2.	राजेश शर्मा	पुरुष	23.07.68	08080 08080 808080
3.	मनीष शर्मा	पुरुष	30.04.92	08080 08080 808080
4.	अरविंद शर्मा	पुरुष	18.04.94	08080 08080 808080
5.	लक्ष्मी शर्मा	महिला	23.10.98	08080 08080 808080
6.	मुकेश शर्मा	पुरुष	16.05.90	08080 08080 808080
7.	राधा शर्मा	महिला	20.10.93	08080 08080 808080

योजना के तहत बीमा कवर इस प्रकार उपलब्ध होगा —

क्र.सं.	दुर्घटना में हुई मृत्यु / क्षति	देय लाभ (रु.)
1.	दुर्घटना में परिवार के एक सदस्य की मृत्यु होने पर	5 लाख
2.	दुर्घटना में परिवार के एक से अधिक सदस्य की मृत्यु होने पर	10 लाख
3.	दुर्घटना में दोनों हाथों या दोनों पैरों या दोनों आँखों अथवा एक हाथ एवं एक पैर या एक हाथ एवं एक आँख या एक पैर एवं एक आँख की पूर्ण क्षति पर (पार्थक्य होने/इन अंगों के पूर्णतः निष्क्रिय होने पर)	3 लाख
4.	दुर्घटना में हाथ/पैर/आँख की पूर्ण क्षति पर (पार्थक्य होने/इन अंगों के पूर्णतः निष्क्रिय होने पर)	1.5 लाख

विभिन्न प्रकार की दुर्घटनाओं में क्लेम लेने के लिए आवश्यक दस्तावेज इस प्रकार होंगे —

श्रेणी	दुर्घटना का प्रकार	मृत्यु	क्षति
क	1) सड़क दुर्घटना/रेल दुर्घटना /वायु दुर्घटना 2) ऊँचाई से गिरना 3) मकान के ढहने के कारण	1. मृत्यु प्रमाण पत्र 2. इनमें से कोई एक दस्तावेज — i. पोस्टमार्टम रिपोर्ट ii. एफ.आई.आर. / मर्ग / रोजनामचा iii. पंचनामा iv. डेथ समरी	1. अस्पताल की रिपोर्ट 2. एफ.आई.आर. / रोजनामचा (अगर करवाई गई हो) 3. जाँच रिपोर्ट 4. अपंगता का प्रमाण-पत्र
ख	1) बिजली के झटके के कारण 2) रासायनिक द्रव्यों के छिड़काव के कारण	1. मृत्यु प्रमाण पत्र 2. इनमें से कोई एक दस्तावेज — i. पोस्टमार्टम रिपोर्ट ii. डेथ समरी 3. एफ.आई.आर. 4. इलाज का विवरण	1. अस्पताल की रिपोर्ट 2. जाँच रिपोर्ट 3. अपंगता का प्रमाण-पत्र
ग	1) हूबने के कारण 2) जलने की स्थिति में	1. मृत्यु प्रमाण-पत्र 2. एफ.आई.आर. 3. पोस्टमार्टम रिपोर्ट 4. एफ.आर.	1. अस्पताल की रिपोर्ट 2. एफ.आई.आर. 3. एफ.आर. 4. जाँच रिपोर्ट 5. अपंगता का प्रमाण-पत्र



दुर्घटना से संबंधित क्लेम फॉर्म भरने के लिए स्कैन करें  
या <http://mcdbsyipf.rajasthan.gov.in> पर जाएं  
या ई-मित्र केंद्र पर निशुल्क फॉर्म भरें।

Indicative sample of Policy Document

**Item No. 3 –Welcome Letter (Jan Aadhaar and Chiranjeevi)**

Size	8.3"x11.7" Inches
Weight	100 GSM
Quality	Maplitho paper
Color	4 color printing (front)
Variable data	Variable data Printing on front side



This is a sample of a Jan Aadhaar Welcome Letter. It features the Indian national emblem and the text 'जन-आधार' (Jan Aadhaar). The letter is addressed to the recipient and provides information about the Jan Aadhaar card, its benefits, and how to use it. It includes a QR code for more information and a signature of the Minister.

Indicative sample of Jan Aadhaar - Welcome Letter

This is a sample of a Chiranjeevi Welcome Letter. It features the Indian national emblem and the text 'मुख्यमंत्री चिरंजीवी स्वास्थ्य बीमा योजना' (Chief Minister Chiranjeevi Health Insurance Scheme). The letter is addressed to the recipient and provides information about the health insurance scheme, its benefits, and how to use it. It includes a QR code for more information and a signature of the Minister.

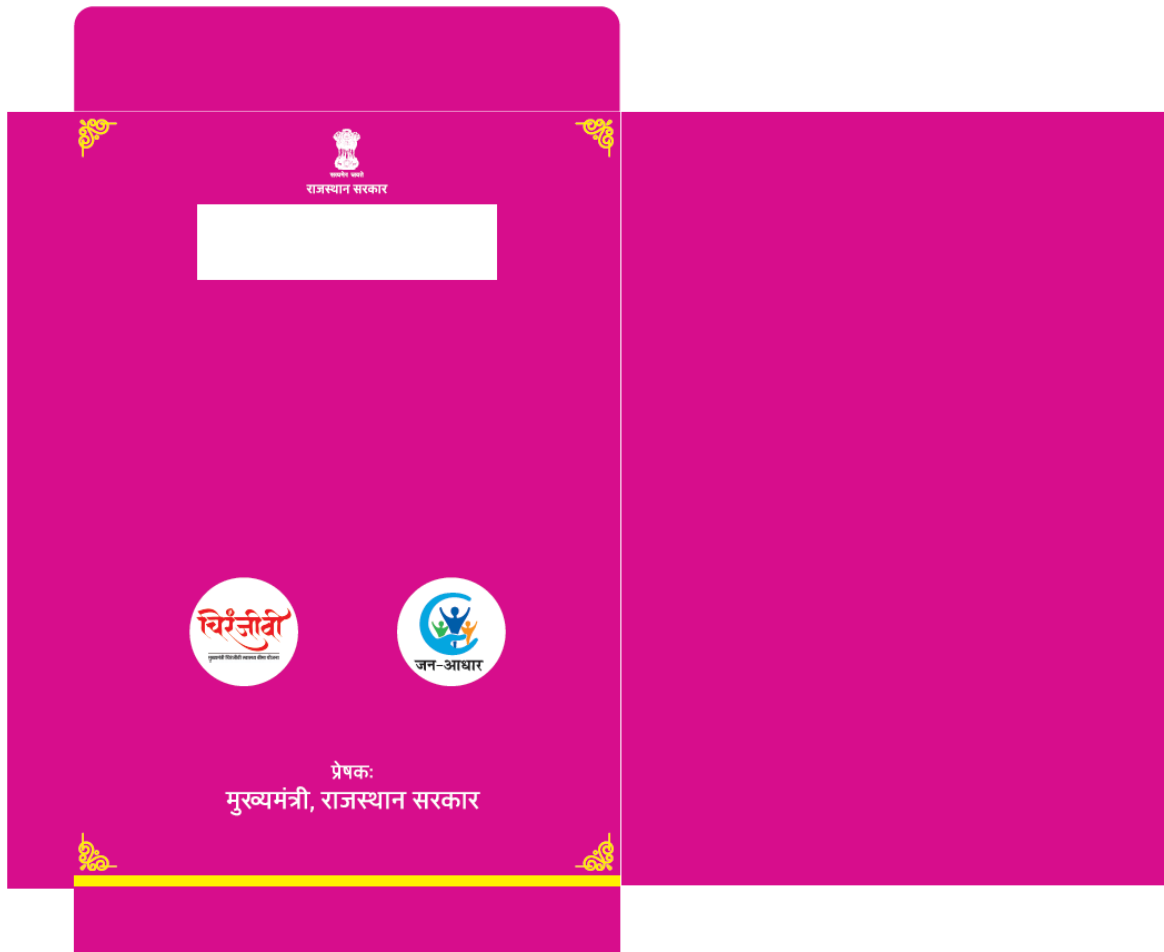
Indicative sample of Chiranjeevi - Welcome Letter

This is a sample of an RGHS Welcome Letter. It features the Indian national emblem and the text 'राजस्थान सरकार स्वास्थ्य योजना' (Rajasthan Government Health Insurance Scheme). The letter is addressed to the recipient and provides information about the health insurance scheme, its benefits, and how to use it. It includes a QR code for more information and a signature of the Minister.

Indicative sample of RGHS - Welcome Letter

**Item No. 4 – Envelope with pre-printed text**

Envelope Size	9"x12" Inches
Transparent Window size	8 x 5.5 CM
Window Film	25 microns with proper stiffness, high tensile strength, excellent optics and good water barrier properties.
Weight	100 GSM Maplitho paper
Opening	Should open from top side
Dimensions	To accommodate properly inserted Policy Document, Jan Samman Certificate and Welcome letter having PVC cards pasted on them
Variable data	No Variable data Printing



Indicative sample of Envelope

**Item No. 4 – Ration Vitran Panjika with pre-printed text**

Size	8.3"x11.7" Inches
Weight	120 GSM parchment paper
Quality	Thermal Lamination on outer side with 25 micron and Matte from inside
Color	4 color printing (front) and Black Color Print (back)

Variable data

Variable data Printing on both sides

**आपका जन-आधार कार्ड**

**जन-आधार कार्ड**  
परिवार पंजीकरण संख्या - 1234567890

राजस्थान सरकार

**राजस्थान जन - आधार योजना**

**राशन वितरण पंजीका**

मेरा अधिकार, मेरे हाथ  
खाद्य एवं नागरिक आपूर्ति विभाग, राजस्थान, जयपुर

**जन-आधार मोबाइल एप**

जन-आधार मोबाइल एप से आप अपने परिवार को मिलने वाले सभी सरकारी लाभों की जानकारी पा सकते हैं। इस मोबाइल एप से आप ये सब कर सकते हैं...

- जन-आधार नामांकन की स्थिति देखना
- जन-आधार संख्या प्राप्त करना
- जन-आधार ई-कार्ड प्राप्त करना
- प्रत्यक्ष लाभ हस्तांतरण (डीबीटी) की सूचना देखना

राजस्थान जन-आधार प्राधिकरण

**उचित मूल्य की दुकान द्वारा उपलब्ध करवाई जाने वाली राशन सामग्री (गैहू) का विवरण**

ज़िला .....  
नगर निकाय/पंचायत समिति .....

ग्राम पंचायत .....  
गाँव/वार्ड .....  
जन-आधार संख्या .....

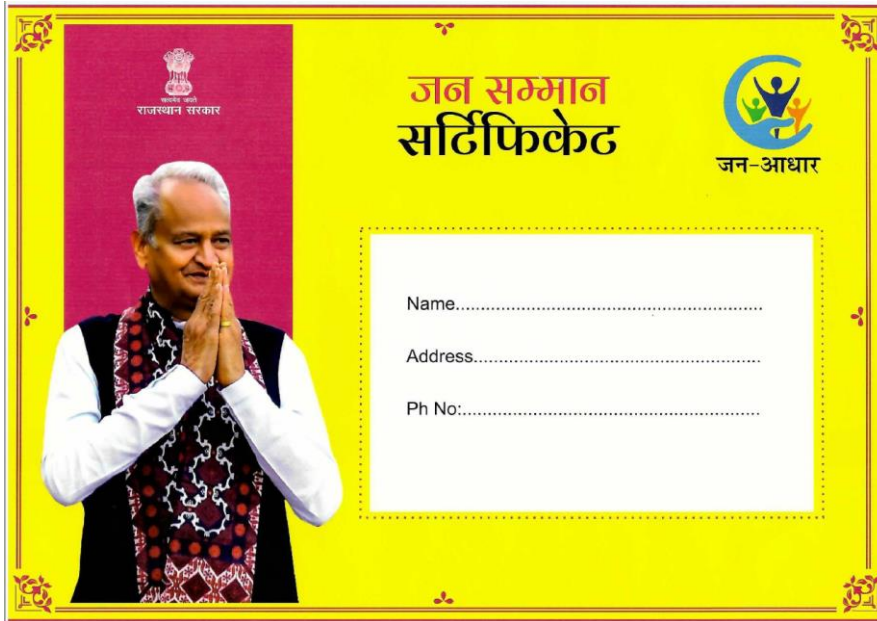
माह	वर्ष 2023-24				वर्ष 2024-25				वर्ष 2025-26			
	मात्रा	देय दिनांक	FPS कोड	डीलर के हस्ताक्षर	मात्रा	देय दिनांक	FPS कोड	डीलर के हस्ताक्षर	मात्रा	देय दिनांक	FPS कोड	डीलर के हस्ताक्षर
अप्रैल												
मई												
जून												
जुलाई												
अगस्त												
सितंबर												
अक्टूबर												
नवंबर												
दिसंबर												
जनवरी												
फरवरी												
मार्च												

नोट - यदि यह प्रपत्र खो जाता है या किसी कारणवश क्षतिग्रस्त हो जाता है तो इसे प्राप्त की गई राशन सामग्री के विवरण सहित नजदीकी ई-मित्र से पुनः प्राप्त किया जा सकता है जिसका चार्ज अलग से देना होगा। अधिक जानकारी के लिये टोल फ्री हेल्पलाइन नं. 1800 180 6030 पर संपर्क किया जा सकता है।

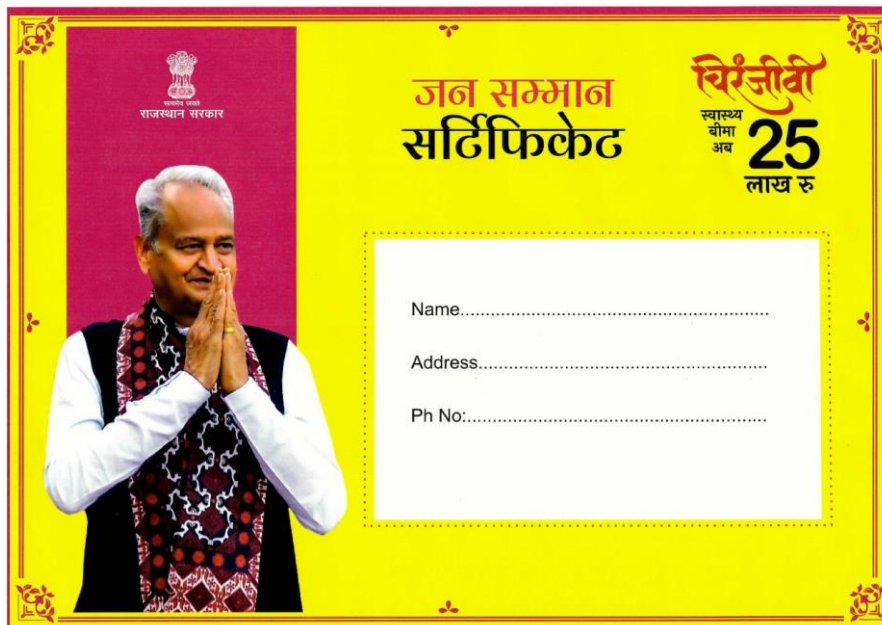
**Indicative sample of Ration Panjika**

**Item No. 5 – Jan Samman Certificate with pre-printed text**

Size	8.3"x11.7" Inches
Weight	280 GSM
Quality	Art paper
Color	4 color printing (front)
Variable data	Variable data Printing on front sides



Indicative sample of Jan Aadhaar - Jan Samman Certificate



Indicative sample of Chiranjeevi - Jan Samman Certificate

## 8.2 ANNEXURE-2: PRE-BID QUERIES FORMAT{to be filled by the bidder}

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

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

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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



**8.3 ANNEXURE-3: BIDDER’S AUTHORIZATION CERTIFICATE{to be filled by the bidder}**

To,

{Procuring entity},

\_\_\_\_\_  
\_\_\_\_\_

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No.

\_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

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

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

**8.4 ANNEXURE-4: SELF-DECLARATION {to be filled by the bidder}****Declaration by the bidder**

In relation to my/our Bid submitted to \_\_\_\_\_ for procurement of \_\_\_\_\_ in response to their notice inviting bids no. \_\_\_\_\_ dated \_\_\_\_\_, I/ we hereby declare under Section 7 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

- a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) I/we 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) I/we are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our 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;
- e) I/we do not have a conflict of interest as mentioned in the Act, Rules and the bidding document, which materially affects the fair competition.

Date:

Signature of bidder:

Place:

Name:

Designation:

Address:

**TENDER FORM**

i. Addressed to :

a.	Name of tendering authority	<b>Managing Director, RajCOMP Info Services Ltd.</b>
b.	Address	<b>RajCOMP Info Services Ltd., C-Block, 1st Floor, YojanaBhawan, Tilak Marg, Jaipur,(Rajasthan) – 302005</b>
c.	Telephone	<b>2221482, 5103902</b>
	TeleFax	<b>141-2228701</b>

ii. NIT Reference: F4.3(495)/RISL/Tech/2022/ Dated

iii.

1.	<b>Name of Bidder</b>			
2.	<b>Name of Contact Person</b>			
3.	<b>Registered Office Address</b>			
4.	<b>Year of Establishment</b>			
5.	<b>Type of Firm</b>	Public Ltd.	Partnership Firm	Private Ltd.
	<b>Put Tick(☑) mark</b>			
6.	<b>Telephone Number(s)</b>			
7.	<b>Email Address/ WebSite</b>	Email Address	WebSite	
8.	<b>Fax No.</b>			
9.	<b>Mobile/ Pager Number</b>	Mobile	Pager Number	
10.	<b>Savings Bank account number with IFSC code</b>	Account No.		
		IFSC Code :		
11.	<b>Name of Bank</b>			
12.	<b>Name of Bank Branch</b>			

- iv. The Tender fees amounting to Rs. 5000/- (Rupees Five Thousand Only) has been deposited vide cash receipt no. \_\_\_\_\_ Dated \_\_\_\_\_.
- v. The RISL Processing fees amounting to Rs. 1000/- (Rupees One Thousand Only) has been deposited vide cash receipt no. \_\_\_\_\_ Dated \_\_\_\_\_.
- vi. The rates quoted are valid up to \_\_\_\_\_. (Subject to a minimum of 90 days from the date of opening of the bid). The validity can be extended with mutual agreement.
- vii. Following documents are attached towards the proof of Bid Security deposited.

S.No.	Bid Security Deposited through	Number	Dated
1.	Cash		
2.	Demand Draft		





3.	Banker's Cheque (Local only)		
4.	Bank Guarantee		

- viii. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

ix. We are enclosing following document along with the bid

S.No.	Eligibility Criteria	Details	Page no. of documentary proof Annexed at
1.	Legal Status of Bidder – Certificate of Incorporation		
2.	i. Income Tax / Pan number ii. GST		
3.	CA certificate for Financial Turnover		
4.	CA certificate for positive Net worth		
5.	ISO 27001:2013 and ISO 9001:2015		
6.	Certificate of non-conformity		
7.	Certificate for not been blacklisted		
8.	Self-Declaration & Tender Form		
9.	Any other		

Dated:

Name of the Tenderer: \_\_\_\_\_

**8.5 ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}**

To,

{Procuring Entity},

\_\_\_\_\_

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**8.6 ANNEXURE-6: DECLARATION BY BIDDER{to signed by selected 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/ services/ stores/ equipment 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: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

## 8.7 ANNEXURE-7: FINANCIAL BID COVER LETTER & FORMAT

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

To,

{Procuring Entity},

\_\_\_\_\_

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

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

**Indicative Financial Bid Format**

Note: This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final. Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.

**Price Schedule**

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

**Name of Work: RFP for Short term Rate Contract through open tendering process for Printing and Delivery of PVC Cards and documents**

**Bidder Name:**

S. No.	Item Description	Tentative Quantity	Unit	Unit Rate excluding GST (In Rs.)	GST on Unit Rate, If applicable	Unit Rate inclusive of all Taxes and levies (GST)	Total Amount inclusive of all taxes
1	2	3	4	5	6	7=5+6	8=3*7
1.	Printing of Jan Aadhaar PVC Card	0.80 Crore	Per Card				
2.	Printing of Chiranjeevi PVC Card	0.80 Crore	Per Card				
3.	Printing of RGHS PVC Card	0.15 Crore	Per Card				
4.	Printing of Policy Document	0.80 Crore	Per Page				
5.	Printing of Welcome Letter	1.75 Crore	Per Page				
6.	Jan Samman Certificate	1.60 Crore	Per Page				
7.	Printing of Ration Vitran Panjika	0.80 Crore	Per Page				
8.	Printing of Envelope	0.80 Crore	Per Envelope				
9.	Delivery Charges of Items mentioned above	0.80 Crore	Per Envelope				
<b>Grand Total (In Figures) in INR</b>							
<b>Grand Total (In Words) in INR</b>							

**Note:**

1. Grand total amount as mentioned in column 8 of BoQ will be considered for financial evaluation of bid.
2. As the procurement entity will be having parallel rate contract with multiple bidders therefore the L1 rate (evaluated from Grand total amount of column 8 of BoQ) will be offered to other qualified bidders for matching the same.
3. However, order will be given to selected bidders based on Lowest rate of individual items of BoQ (Financial Bid) quoted by any of selected bidder. As other bidders will also be required to match composite L1 rate but for any individual item the rate/prices will not be increased.
4. The approximate quantity of PVC cards and documents to be printed has only been specified for the purpose of financial comparison. The actual quantity of cards and documents to be printed may vary based on decision taken by State Government to issue cards. The actual printing of Cards and documents, if decided by State Government may increase as per RTPP Act 2012.

**8.8 ANNEXURE-8: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}****BANK GUARANTEE FORMAT – BID SECURITY**

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. .... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document. It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. \_\_\_\_\_ (Rupees <in words>)> in respect to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ issued by RISL, First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity. And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. \_\_\_\_\_ (Rupees <in words>)> to the RISL as earnest money deposit.
2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.



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

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

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

(Designation) .....

(Bank's common seal) .....

In presence of:

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

1. ....
2. ....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

### **GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

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

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

**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 Nationalized/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the RISL through.....and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we.....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Contractor(s) do here by 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 anytime 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)

### 8.9 ANNEXURE-9: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

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

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract

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

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

Notes:

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

6. 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. “This agreement is being executed on behalf of M/s Rajasthan Jan Aadhaar Authority, 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 Rajasthan Jan Aadhaar Authority along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company.”

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

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



**8.10 ANNEXURE-10: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE**

Project Name:	Value of Contract/Work Order (In INR):
Location:	Project Duration:
Name of Customer:	Number of PVC Cards Printed
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year):	
Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
Card printing with Hologram Hot stamping (Yes/ No):	
List of Services provided by your firm/company	

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

**8.11 ANNEXURE-11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

1. Particulars of appellant:
  - I. Name of the appellant: <please specify>
  - II. Official address, if any: <please specify>
  - III. Residential address: <please specify>
2. Name and address of the respondent(s):
  - I. <please specify>
  - II. <please specify>
  - III. <please specify>
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>
5. Number of affidavits and documents enclosed with the appeal: <please specify>
6. Grounds of appeal (supported by an affidavit): <please specify>
7. Prayer: <please specify>

Place .....

Date .....

Appellant's Signature

## 8.12 ANNEXURE-12 – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

### CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022

#### BETWEEN

Managing Director, RajComp Info Services Ltd., B-Block, 1st Floor, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur-302005 (hereinafter referred to as “RISL”, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,

#### AND

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

#### WHEREAS

- a. The RISL wishes to appoint an agency for Printing and Delivery of PVC Cards and Policy Documents for a period (i.e. from \_\_\_\_\_, 2023 till \_\_\_\_\_, 2025). For the purpose there will be a requirement to exchange certain information related to or hosted in Rajasthan Jan Aadhaar Yojana Systems which is proprietary and confidential information.
- b. The RISL is willing to disclose such information to Agency only on the terms and conditions contained in this Agreement. The Service Delivery Partner agrees to hold the Covered Data and Information in strict confidence. Service Delivery Partner shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/RISL except as permitted or required by the Agreement, or as otherwise authorized in writing by RISL.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

#### 1. Definition: In this agreement unless the context otherwise requires:

1.1 "Confidential Information" shall mean

- a) any and all information concerning RISL Systems or any other successor,
- b) any and all trade secrets or other confidential or proprietary information related with RISL Systems and hosted in Rajasthan State Data Centre (RSDC)
- c) Passwords of application software, user identifications, or other information that may be used to access information systems, financial information, access policies of database and application software and information hosted in RSDC.

1.2 Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how,

reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related with RISL System and/or hosted in Rajasthan State Data Centre (RSDC) and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.

## **2. Limitations on Use and Disclosure of Confidential and Proprietary Information**

- 2.1 Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data may or may not be hosted in RSDC shall be used by the Service Delivery Partner solely for the purpose of fulfillment of the obligation and work assigned to it as per order no. \_\_\_\_\_ and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RISL or its representative. Service Delivery Partner shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.
- 2.2 Confidential and Proprietary Information shall not be copied or reproduced by the Service Delivery Partner without the express written permission of the RISL, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no. \_\_\_\_\_.
- 2.3 Confidential and Proprietary Information shall be disclosed only to the Director or employees of the Service Delivery Partner who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the Service Delivery Partner shall be treated as a breach of this Agreement by the Service Delivery Partner.
- 2.4 Confidential and Proprietary Information shall not be disclosed by the Service Delivery Partner to any third party without the prior written consent of the First Party.
- 2.5 This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:
- a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the Service Delivery Partner; or
  - b. was, at the time of receipt, otherwise known to the Service Delivery Partner without restriction as to use or disclosure; or
  - c. becomes known to the Service Delivery Partner from a source other than the RISL and/or other departments/PSU without a breach of this Agreement by the Service Delivery Partner; or
  - d. is developed independently by the Service Delivery Partner without the use of Proprietary Information disclosed to it hereunder; or
  - e. is otherwise required to be disclosed by law.

## **3. Business Obligation:**

- 3.1 During the complete contract period and even after 1 years of the expiry of the agreement, the Service Delivery Partner shall not

- a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
  - b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the RISL, without the prior written consent of the RISL.
- 3.2 Whereas, the RISL as a matter of policy and with a view to Service Delivery and Printing and Delivery of PVC Cards and Policy Documents has given order to the Service Delivery Partner for Printing and Delivery of PVC Cards and Policy Documents for a period of one years as specified in the service level agreement (SLA).
- 3.3 Whereas, the RISL under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of Service Delivery Partner), had entered into an agreement with the Service Delivery Partner that the second party shall not divulge such information either during the course of the life of this agreement or even after the expiry of the agreement.
- 3.4 Whereas, the Service Delivery Partner and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the Service Delivery Partner shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.
- 3.5 Whereas, the Service Delivery Partner having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the Service Delivery Partner shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the RISL and if this is violated, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.6 Whereas, the RISL shall have the entire control over the functioning of the Service Delivery Partner and the Service Delivery Partner shall work according to the instruction of the RISL and in case if this is violated by the Service Delivery Partner in any mode or manner, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.7 Whereas, if the Service Delivery Partner permits any person or persons without permission of the RISL to have –
  - a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
  - b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipment's or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;

- c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
- d. Denies or causes the denial of access to any authorized person of the RISL to have access to any computer system or computer network by any means;

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

3.8 Service Delivery Partner shall report to RISL any use or disclosure of confidential and/or proprietary Information/data not authorized by this Agreement in writing by RISL. Service Delivery Partner shall make the report to RISL within one (1) business day after Service Delivery Partner learns of such use or disclosure. Service Delivery Partner’s report shall identify:

- a. The nature of the unauthorized use or disclosure,
- b. The confidential and/or proprietary information/data used or disclosed,
- c. Who made the unauthorized use or received the unauthorized disclosure,
- d. What Service Delivery Partner has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e. What corrective action Service Delivery Partner has taken or shall take to prevent future similar unauthorized use or disclosure.
- f. Service Delivery Partner shall provide such other information, including a written report, as reasonably requested by RISL.

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

**4. Dispute Resolution:**

4.1 Whereas, both the parties have agreed that in the event of any dispute or differences arising in between the parties, it shall be referred to the Sole arbitrator, whose decision shall be final and binding on the parties. (Under Arbitration and Conciliation Act 1996).

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

Signed By:	Signed By:
( ) Designation: Company:	( )



<i>In the presence of:</i>	<i>In the presence of:</i>
<input type="checkbox"/> Designation: Company:	<input type="checkbox"/> Designation:
<input type="checkbox"/> Designation: Company:	<input type="checkbox"/> Designation: