



**RFP for Operation & Maintenance (O&M) of 'Pehchan/Self Service Kiosk',
for Government of Rajasthan**

UBN No.: RIS2324WLOB00098

Dated: 23-02-2024

Mode of Bid Submission	Online through eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Chairman & Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Last Date & Time of Submission of Bid	3:00 PM 05-04-2024
Date & Time of Opening of Technical Bid	4:00 PM 05-04-2024

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

RajCOMP Info Services Limited (RISL)

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

Phone: 0141- 5103902 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>, Email: proc.cell.doitc@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor/ consortium participating in the procurement/ bidding process with the procurement entity <u>In case of Consortium, the bidder is referred to any/both of the partner(s) throughout the bidding document and aggregate eligibility would be considered.</u>
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
COTS	Commercial Off The Shelf Software
CRN	Complaint Registration Number (A complaint Management System)
Day	A calendar day as per GoR/ GoI.
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board

GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
PSK	Pehchan Service Kiosk
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
RVAT	Rajasthan Value Added Tax

Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSK	Self Service Kiosk
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

1. NOTICE INVITING BID (NIB)

Reference No.: F4.9 (1107)/RISL/Tech/Misc./2024/24054004

Dated: 23-02-2024

Unique Bid No: RIS2324WLOB00098

Name & Address of the Procuring Entity		<ul style="list-style-type: none"> Name: Chairman & Managing Director, RISL Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Procurement Officer In-charge		<ul style="list-style-type: none"> Name: Sh. Sudarshan Singh Deora, SA (Jt. Director) Email: sudarshansd.doit@rajasthan.gov.in
Subject Matter of Procurement		RFP for Operation & Maintenance (O&M) of 'Pehchan/Self Service Kiosk', for Government of Rajasthan
Bid Procedure		Two-stage: Two part (envelop) Open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)		Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.		<ul style="list-style-type: none"> http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in, http://risl.rajasthan.gov.in and http://doitc.rajasthan.gov.in
Estimated Procurement Cost		<ul style="list-style-type: none"> Rs.8.00 Crores (Rupees Eight Crores only)
Fees	Bid Security (EMD)	<ul style="list-style-type: none"> Amount (INR): Rs. 16.00 Lacs (Rupees Sixteen Lacs only) i.e., 2% of the estimated procurement cost, Rs. 4.0 Lacs (0.5%) for S.S.I. unit of Rajasthan, Rs. 8.0 Lacs (1%) for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. Bid Security Amount shall be as per Government Rules & Acts. 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"
	RISL Processing Fee	<ul style="list-style-type: none"> INR 2,500/- (Rupees Two Thousand Five Hundred only) in DD/BC/Cash Challan in favour of "Managing Director, RISL" payable at "Jaipur"
	Bidding Document Fees / Tender Fees	<ul style="list-style-type: none"> INR 5,000/- (Rupees Five Thousand only) in DD/BC/Cash Challan in favour of "Managing Director, RISL" payable at "Jaipur"
Period of Availability of Bidding Document (Start/ End Date)		<ul style="list-style-type: none"> From 23-02-2024 to 05-04-2024
Pre-bid Meeting Date & Time		<ul style="list-style-type: none"> 12 PM, 04-03-2024 Mode: - Online through WebEx (Meeting link may be obtained by sending the request on email id sudarshansd.doit@rajasthan.gov.in) Last date of submitting pre-bid queries in excel sheet as per

	annexure-11 by the bidder: 07-03-2024 through email only on sudarshansd.doit@rajasthan.gov.in.
Manner, Start/ End Date for the submission of Bid	<ul style="list-style-type: none"> • Bid submission start date : 18-03-2024 from 03:00 PM • Bid can be submitted till 03:00 PM of 05-04-2024 at e-Procurement website (http://eproc.rajasthan.gov.in)
Submission of Banker's Cheque/ Demand Draft/BG for Processing Fee, EMD*	Till 3:00 PM of 05-04-2024
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • 4:00 PM of 05-04-2024 • Place: Office of RISL, Committee Room, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> • Will be intimated later
Bid Validity	180 days from the last day of bid submission
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Bidding Document Fee and RISL Processing Fee should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) In case, the bidder fails to physically submit the Banker's Cheque/ Demand Draft for RISL Processing Fee and Bidding Document Fee up to the time as mentioned in the NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RISL Processing Fee and Bidding Document Fee shall be in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bid. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidder must register on http://eproc.rajasthan.gov.in (bidder already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidder is requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidder is also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidder interested for training may contact e-Procurement Cell, RISL for booking the training slot. Contact No: 0141-2922012 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bid. 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder/ authorised partner. 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help 	

the bidder to prepare a logical bid-proposal.

- 10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.



Authorized Signatory

2. PROJECT PROFILE & BACKGROUND INFORMATION

A. Project Profile

- a) The Government of Rajasthan aims to utilize the benefits of Information Technology to bring about radical changes in the way various processes are carried out presently to improve Accountability, Transparency & Effectiveness in Government administration. The ultimate objective is to arm the Government with IT-enabled systems to assist them in carrying out their day-to-day functions to help deliver G2G, G2B, and G2E services.
- b) Department of Information Technology & Communication (DoIT & C), Govt. of Rajasthan is responsible for the implementation of various IT/e-Governance projects for the State. It has implemented multiple citizen-centric applications like E-Mitra, Jan-Aadhar, GIS, Rajsampark, eLearning, eLibrary, ePDS, eOffice, LDMS, RajFAB, SJMS, Analytics, eVault, eSign, ArogyaOnline, BSBY, etc.
- c) RISL is a fully Government of Rajasthan owned Company. RISL is a leading consulting organization in the field of Information Technology. RISL operates under the aegis of the Government of Rajasthan. RISL is the designated State Designated Agency (SDA) for implementation of National eGovernance Plan (NeGP) Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State Mission Mode Projects (MMPs). RISL is also a Technology Partner with departments like RIICO, Agriculture, State Election Department, JCTSL, Education Department, RHSDP, etc. RISL takes up the activities of procuring and outsourcing hardware, software, networking components, and other products and services on behalf of Government Departments/organizations (users).
- d) Department of Information Technology & Communication (DoIT&C), Government of Rajasthan, towards providing the e-Gov services to citizens have set up about 9891 Self Service Kiosks (SSK) at Rural Area (Up to Gram Panchayat) and 5000 Pehchan Service Kiosk at Urban locations.
- e) To effectively manage and provide the uninterrupted e-Gov services through PSK & SSK, DoIT&C/RISL proposes to seek the Operation & Maintenance (O&M) for two (2) years from the leading service providers, having relevant experience. Maximum three (3) service providers will be selected wherein e-Mitra plus machines will be allotted in the approximate ratio of 41:34:25 among all the three service providers. In case of lesser participation of bidders, machines will be divided among two bidders in the approximate ratio of 67:33.
- f) The tenure may be further extended for another 1 year based on the performance of the firms and mutual consent of RISL and the respective Organization/ Firm.

3. QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>A) The bidder should be a company registered under Indian Companies Act, 1956;</p> <p>OR</p> <p>B) A partnership firm registered under Indian Partnership Act, 1932 or LLP Act, 2008 of India;</p> <p>OR</p> <p>C) The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958;</p> <p>OR</p> <p>D) Any other Act of State/ Union, as applicable for dealing in the subject matter of procurement;</p> <p>Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder</p>	- Copy of valid Registration/ Incorporation Certificates
2.	Financial: Turnover from IT/ ITeS	<p>Average Annual Turnover of the bidder for last three financial years * (as per the last published audited balance sheets), should be at least Rs. 10 Crore.</p> <p>*Financial Year: 2020-2021, 2021-2022 and 2022-2023,</p>	CA Certificate with CA's Registration Number, Signature & Seal
3.	Financial: Net Worth	The net worth of the bidder, as on March 31, 2023 (as per last published audited balance sheets), should be Positive.	CA Certificate with CA's Registration Number, Signature & Seal
4.	Tax registration	The bidder should have a registered number of i. GST Registration No. where his business is located ii. Income Tax / Pan number.	Copies of relevant certificates of registration
5.	Technical Capability	Bidder should have experience in installed/ maintained/managed the Electronics / IT /	Work order/ Purchase Order + Self certificate

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>Networking Items at multiple locations for any State Government/ Central Government/ PSU/ Listed commercial institutions, during the last 5 years. The cumulative order(s)/work(s)* amount of such should be of at least Rs. 2.5 crore.</p> <p>*Each Work Order/ Purchase Order should consist minimum of 500 items.</p> <p>Note: -</p> <ol style="list-style-type: none"> 1. The date of Work order(s)/ Purchase Order(s) / Go-Live / commissioning should be of date after 01.04.2018. 2. Work Order/ Purchase Order, which have been partially completed/executed for a minimum period of one quarter by the bidder and meets the above criteria, will be accepted as the relevant experience of the bidders. 	<p>of completion (Certified by the statutory auditor);</p> <p>OR</p> <p>Work order/ Purchase Order + Phase Completion Certificate from the client</p>
6.	Certification	The bidder must possess, at the time of bidding, a valid ISO 9001:2008 certificate	Copy of a valid certificate
7.	Mandatory Undertaking	<p>Bidder should: -</p> <ol style="list-style-type: none"> a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) Comply with code of integrity as 	A Self Certified letter as per Annexure-07

S. No.	Basic Requirement	Specific Requirements	Documents Required
		specified in the bidding document.	

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- a. the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in chapter-5: ITB”; and
 - b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again, as to whether or not the bidder has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

The Government of Rajasthan has set up about 9891 Self Service Kiosks (SSK) at Rural Area (Up to Gram Panchayat) and 5000 Pehchan Service Kiosks at Urban locations. DoIT&C/RISL intends to select service providers for Operation & Maintenance (O&M) for SSK/PSK machines installed at multiple locations across Rajasthan up to the Gram Panchayat level for two years. Ratio-wise district-wise details of e-Mitra plus machines is given in Annexure-01. The tenure may be further extended for another 1 year based on the performance of the firms and mutual consent of Purchaser and the respective Organization/ Firm. Service Provider shall provide Operation & Maintenance (O&M) to maintain the 9891 Self Service Kiosks (SSK) at Rural Area (Up to Gram Panchayat) and 5000 Pehchan Service Kiosks (PSK) at Urban locations, for a said period. The SSK/PSK machine's technical specifications and layout are given in Annexure-02 and Annexure-03 of this RFP document.

The detailed scope of work is as under:

A. Operation & Maintenance (O&M)

- a) Operation & Maintenance (O&M) shall be on-site and comprehensive.
- b) The selected Bidder shall undertake the comprehensive onsite Operation & Maintenance (O&M) of all SSK & PSK machines and its associated hardware/software/items/components including OS, drivers of components/ firmware/ Software Development Kit, biometric (RD services) Middleware, LED Screen, Printer Hardware etc., during the entire contract period.
- c) 35 out of total 14,891 machines (9891 SSK + 5000 PSK) are completely non-functional and deemed scrap. Therefore, only 14,856 machines are part of this O&M contract. District-wise details of scrap machines is given in Annexure-04.
- d) Approximately 1,200 machines out of the total 14,856 are non-operating due to various issues related to Hardware, Software, Operating System etc. These are indicative numbers. These machines fall under the scope of the O&M contract, and the Service Provider is encouraged to visit them to assess the necessary efforts for restoration to operational condition. Location-wise details of these non-operating machines is given in Annexure-05. The selected Bidder shall repair & make these machines operational within 1 month of signing of Agreement at his own cost including the cost of transport.
- e) Operation & Maintenance (O&M) for all SSK/PSK machines shall start from the date of signing of the agreement. The Service Level Agreement (SLA) will apply to the non-operational machines outlined in Annexure-05, which are to be repaired by the selected bidder, after the initial one-month period from the signing of the Agreement.
- f) During the entire contract period, the selected bidder shall ensure that services of professionally qualified personnel's are available for providing comprehensive on-site maintenance of the SSK & PSK machines installed at various urban and rural (up to GP level) locations.
- g) Operation & Maintenance (O&M) under this project shall include costs such as cost of labour, replacement of spares, parts, any components/equipment, kits, OS, drivers of components/ firmware/ Software Development Kit, biometric (RD services), Middleware and resolution of the problem (if any, in the machine). The selected bidder shall repair or replace worn-out or

defective components/parts including all parts of the equipment at his own cost including the cost of transport. Electricity / internet for these machines will be provided by the State Government.

- h) Although the detailed technical specifications of these SSK & PSK machines is specified in Annexure-02 of this RFP, however prospective bidder is strongly advised to visit RISL Office to acquire detailed technical knowledge about these SSK & PSK machines.
- i) Digital Signage- Perpetual licenses of existing "Digital Signage" software solution is integrated with Kiosk for Digital Content Management. RISL shall be responsible for managing (finalizing and uploading) the digital content for displaying in the visual unit (LED TV) of SSK machines. The selected bidder shall be, however, responsible for providing technical assistance (if needed) during the entire contract period.
- j) The Purchaser (RISL) shall provide a complaint management system to generate an unique Complaint Registration Number (CRN) for each call/complaint. The Purchaser will provide online access of the CRN system to the selected bidder. The selected bidder shall take immediate actions on lodging of complaint in the CRN system. The selected bidder shall resolve the related issue and notify the 'action taken' in CRN system immediately.
- k) The selected bidder shall strictly comply SLA as mentioned in section 7.2 of this RFP. In case of any breach in defined SLA's, a penalty shall be deducted from the due payment(s). The selected bidder shall provide standby hardware/item/component, in case of corrective maintenance take more than five (5) working days (excluding the day of complaining). The Standby hardware/item/component arrangement will be allowed for a maximum of 15 working days only. If any SSK/PSK machine equipment's and other related hardware/item/component is not repaired/ replaced within 5 working days excluding the day of complaining and standby hardware is not provided, or the standby hardware/item/component provision period exceeds the allotted period (max 15 working days), a penalty shall be recovered as per the service level agreement of this RFP. The selected bidder shall replace (if required) all such hardware/ standby hardware having equivalent or higher specifications without any financial obligation to the purchaser after taking due consent from the purchaser.
- l) The selected bidder shall bear all the expenses for any kind of damages in all SSK/PSK except in case of theft or occurrence of natural disasters (earthquake, flood, landslide etc).
- m) The Selected bidder shall deploy the Field level staff in districts at an approximate ratio of 1:150, signifying one personnel per 150 machines (approx.). It is to be noted that new districts have recently been formed in Rajasthan, and the State Government is yet to issue a circular or order regarding this matter. It is anticipated that the boundaries of certain existing districts may undergo reorganization, leading to the potential movement of Panchayats from one district to another. Consequently, the manpower requirements in these districts may also vary. Additionally, the location (place of sitting) of the deployed manpower within the district can be till the block level and will be finalised with mutual consent of the Service Provider and the respective District Level Office (DLO).
- n) The Resource will be responsible for following activities:
 - a) Overall Project Coordination at State, District and Block level
 - b) Help Desk Support including CRN System
 - c) Stakeholder Management

- d) Other works, necessary in the interest of Project
- o) Resources / support field staff will be on-boarded on project after approval of RISL wherein resource replacement will only be allowed post approval from RISL.
- p) The selected bidder shall supply the one (1) thermal paper roll per machine at its associated BLO (Block level office) in each quarter for all SSK/PSK machines during the entire contract period without extra cost to the purchaser and shall obtain the online receipt of such supply from BLO. The Block Level Officers of DoIT&C will have to promptly acknowledge the receipt of paper rolls in the online CRN system, which will be developed by RISL.
- q) **Preventive Maintenance:** To ensure the continuous operations of the e-Mitra plus machines, minimum one (1) visit on each machine per quarter is mandatory. Respective Staff should record his/her biometric attendance on the particular e-Mitra plus machine during his/her visit and also access any one (1) service from that particular e-Mitra Plus machine.
- r) The selected bidder shall undertake activities for de-installation and re-installation of SSK/PSK and its associated equipment as per the requirement of the purchaser. The cost of civil work and shifting (transport, labour etc) charges shall be borne by the purchaser.

B. Complaint Management System

- a) The kiosk operator/ official nominated by GOR will log the complaint on Complaint Registration Number (CRN).
- b) The selected bidder shall check the complaint on CRN on regular/daily basis and take immediate action to resolve the complaint.
- c) The selected bidder shall onsite / remotely attend the complaint and resolve it within SLA timelines. After resolving the complaint, the selected bidder shall submit the 'complaint closure request' on CRN.
- d) The district/block level official (DLO/BLO) nominated by GOR will acknowledge and verify/confirm the closure of complaint within ten days from the date of submission of such closure requests. In case of no action taken by DLO/BLO, the closure request shall be auto-confirmed and marked as closed by the system itself.
- e) Please refer Chapter – 7 for payment terms and associated SLAs.

C. Project Deliverables & Timelines

Please refer Chapter – 7 for deliverables & timelines.

5. INSTRUCTION TO BIDDERS (ITB)

1) **Download of Bidding/ Tender Documents**

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

2) **Pre-bid Meeting/ Clarifications**

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

3) **Changes in the Bidding Document**

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:

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

4) Period of Validity of Bids

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

5) Format and Signing of Bids

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

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-06 (PDF)
5.	Certificate of Conformity/ No Deviation	As per Annexure-08 (PDF)

6.	All the documents mentioned in the Eligibility Criteria.	As per the format mentioned against the respective eligibility criteria clause (PDF)
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Bidder is advised to upload the readable pdf (not the sealed, signed & scanned document) of its Technical bid instead of scanned images and no need to upload the signed copy of this RFP document.

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	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/content may lead to the rejections of the Bid submitted by the bidder.

6) Cost & Language of Bidding

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

7) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

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 banker's cheque or demand draft. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- h) 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 LoI within the specified period;
 - c. when the bidder does not deposit the performance security within specified period after the LoI is placed; and
 - d. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- i) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- j) No interest shall be payable on the bid security.
- k) 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.
- l) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) Deadline for the submission of Bids

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

10) Withdrawal, Substitution, and Modification of Bids

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

11) Opening of Bids

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

12) Selection Method

- a) The selection method is Least Cost Based Selection (LCBS or L1). Maximum three (3) bidders will be selected (at the rates quoted / accepted by L1) wherein machines will be allotted in the approximate ratio of 41:34:25 among all the three bidders. In case of lesser participation of bidders, machines will be divided among two bidders in the approximate ratio of 67:33. Further, RISL will reserve the right to allocate the machines as per approximate ratio in case where bidders quote matching single rate.

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.
- e) Document submitted during the clarification should not be of date beyond the bid submission date.

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

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

bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.

d) Tabulation of Technical Bids

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

15) Evaluation & Tabulation of Financial Bids

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

- a) For two part/ 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 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3

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

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

16) Correction of Arithmetic Errors in Financial Bids

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

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

17) Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR), Price preference policy for MSME enterprise (as per new circular on Nov. 19, 2015) & any other notification issued by GoR for price preference and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

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.

19) Exclusion of Bids/ Disqualification

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

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 account's 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.

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(s) 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(s) 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.
- a) 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 for Contract", in the format provided by RISL to the successful bidder 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.

- g) If the issuance of formal "Letter of Contract" is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of Contract is complete as soon as the letter of Contract 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 "Agreement for Contract" is executed, the "letter of Contract" or LOI shall constitute a binding contract.
- h) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the "Agreement for Contract" with the successful bidder is signed and its "Security Deposit" (SD) is obtained.

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.

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.

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. 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.

25) Dividing quantities among more than one bidder at the time of award

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose Bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose Bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

26) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from the 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% 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. The bidder is required to submit performance security against the bid within the 15 days of issue of Letter of Intent.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- d) Performance security furnished in the form specified in clause of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.
- h) In case of the successful bidder, the amount of bid security (if submitted) 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.

27) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 10 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder. Non submission of agreement in time may result in cancellation of contract.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most

advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

28) Confidentiality

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

29) Cancellation of procurement process

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

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

30) Code of Integrity for Bidders

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

31) Interference with Procurement Process

A bidder, who: -

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

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

32) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - i. 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:
 - ii. 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 subsection 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: Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per RTPPA/Rules along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

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

33) Stay of procurement proceedings

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

34) Vexatious Appeals & Complaints

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

35) Offenses by Firms/ Companies

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

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

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the

consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-

a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and

b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

36) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

37) Monitoring of Contract

a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process

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

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

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

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

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

1) Verification of Eligibility Documents by RISL

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

2) Contract Documents

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

3) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the 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.

4) Language

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

5) Joint Venture, Consortium or Association

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

6) 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) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

7) 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.

8) Governing Law

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

9) 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.

10) 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.

11) 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.

12) 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.

13) Recoveries from Supplier/ Selected Bidder

- a) Recovery of penalties, short supply, breakage, rejected articles shall be made ordinarily from bills or Performance Security Deposit (as the case may be).
- 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.

14) Taxes & Duties

- a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) 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.

15) Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the Purchaser directly or through the

Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

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.

17) 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.

18) 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.

19) 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.

20) 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.

21) Samples

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.
The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the unsuccessful bidder. RISL will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

22) Drawl of Samples

In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of supplier/ bidder/ selected bidder or his authorised representative and properly sealed in their presence. Once

such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.

23) Testing charges

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

24) Rejection

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

25) 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.

26) 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.

27) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the 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/GoR, the RISL/GoR may take the case with the supplier/ selected bidder on similar lines.

28) 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.

29) 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.

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.

30) Exit Management

Clause shall be read with Clause-Copyright of this bid document.

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 department 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 lessors, 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.

31) Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)
 - Chairman of BoD of RISL : Chairman
 - Secretary, DoIT&C or his nominee,
not below the rank of Deputy Secretary : Member
 - Managing Director, RISL : Member
 - Director (Technical)/ Executive Director, RISL : Member
 - Director (Finance), RISL : Member
 - A Legal Expert to be nominated by the Chairman : Member

- c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

- a) Payment schedule – Payments to the selected bidder shall be made, based on services provided by the selected bidder as per the Scope of Work mentioned under the RFP/ Contract signed between the Selected Bidder and the Purchaser.
 - Payment to the service provider will be made on a quarterly basis: O&M Charges per Quarter
- b) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed by the selected bidder, and by the required documents submitted pursuant to general conditions of the contract, within a period of 15 days of completion of quarter.
- c) The Purchaser upon acceptance of the deliverables and satisfaction will release the requisite payment with work performed by the Selected Bidder. If the deliverables submitted / work performed by the Selected Bidder is not acceptable to the Purchaser, payments shall not be released to the Selected Bidder. This is without prejudicing the Purchaser's right to levy any Penalties based on the Service levels agreed between the Purchaser and the Selected Bidder. In such case, the payment will be released to the Selected Bidder only after it re-submits the deliverable / performs work and which is accepted by the Purchaser.
- d) Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- e) No advance payment shall be made.
- f) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- g) All remittance charges will be borne by the supplier/ selected bidder.
- h) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- i) Any penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments.
- j) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
- k) Total penalty for a quarter will be limited to 25% of the Quarterly payment (QP) excluding penalties on non-deployment of manpower.
- l) In case of 25% or more penalty calculation for 2 consecutive quarters, the performance of bidder will be considered as unsatisfactory and can be terminated. The decision of termination lies with purchaser.

2) Service Level Standards/ Requirements/ Agreement

- a) The SLA purpose is to enforce a contract between the selected bidder and Purchaser. The SLA would come into effect from the date of agreement and until the successful completion of the Operation & Maintenance (O&M) period.
- b) Selected Agency is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all

such Service Levels, the Purchaser will reserve the rights to levy Penalties on the Selected Agency.

- c) All the SLAs will be monitored through an online System to be developed by RISL

S. No.	Service	Expected Service Level	Penalty in case of breach of service level
1.	Non-deployment of manpower / support staff	Manpower / support staff to be deployed in districts within T+30 days, where T is the date of signing of Agreement between RISL and Service Provider	In case of non-deployment, the penalty will be calculated per manpower per day: Rs 1500/- per day. The 25% penalty cap on Quarterly Payments (QP) does not apply to this specific penalty.
2.	Availability of manpower / support staff	Minimum 20 days biometric attendance in a month	In case of non-absenteeism, the penalty will be calculated per manpower per day: Rs 1000/- per day of absence
3.	Supplying and installing consumables such as paper rolls	Supply one (1) thermal paper roll per machine at its associated BLO (Block level office) in each quarter for all SSK/PSK machines during the entire contract period.	Supply receipt to be verified through online CRN system. In case of no supply, the penalty will be calculated as Rs 3,000/- per SSK/PSK per quarter
4.	Preventive maintenance: Service Provider will do touch/preventive maintenance of each machine at least once in each quarter.	Minimum 1 visit on each machine per quarter. Respective Staff should record his/her biometric attendance on the particular e-Mitra plus machine during his/her and also access any one (1) service from that particular e-Mitra Plus machine.	The Penalty will be calculated as Rs 1,000/- per SSK/PSK per quarter
5.	Incident Management (Software): Time taken to resolve the complaint related to system configuration, OS, drivers of components/ firmware/ Software Development Kit, Middleware	Within 3 working days excluding the day of complaining	The Penalty will be calculated per SSK/PSK per day 1. From 4 th upto 10 Days: Rs. 200/Day 2. > 10 Day: Rs. 400/Day till the compliant is successfully resolved.
6.	Incident Management (Hardware): Time taken to resolve the complaint related to hardware/items/components	Within 5 working days excluding the day of complaining and standby hardware is not provided, or the standby hardware/item/component provision period (max 15 working days)	The Penalty will be calculated per SSK/PSK per day 1. From 6 th upto 10 Days: Rs. 500/Day 2. > 10 Day: Rs. 1000/Day till the compliant is successfully resolved.

ANNEXURE-01: RATIO-WISE DISTRICT-WISE DETAILS OF EMITRA PLUS MACHINES

Maximum three (3) bidders will be selected (at the rates quoted / accepted by L1) wherein machines will be allotted in the approximate ratio of 41:34:25 among all the three bidders. In case of lesser participation of bidders, machines will be divided among two bidders in the approximate ratio of 67:33. Further, RISL will reserve the right to allocate the machines as per approximate ratio in case where bidders quote matching single rate.

Ratio-wise e-Mitra Plus machines (In case of 2 Bidders)

Sr. No.	Approx. Percentage	Districts	Type-1	Type-2	Grand Total
1	67%	AJMER		243	243
2		ALWAR		350	350
3		BEAWAR		240	240
4		BHARATPUR		340	340
5		DAUSA		347	347
6		DEEG		215	215
7		DHOLPUR		265	265
8		DUDU		89	89
9		JAIPUR	2	405	407
10		JAIPUR RURAL		539	539
11		KARALI		213	213
12		KEKRI		164	164
13		KHAIRTHAL-TIJARA		153	153
14		KOTPUTLI-BEHROR		245	245
15		PALI		413	413
16		TONK		324	324
17		CHURU		353	353
18		HANUMANGARH		401	401
19		JHUNJHUNU		324	324
20		NEEM KA THANA		176	176
21		SIKAR		358	358
22		BANSWARA	86	316	402
23		BARAN		333	333
24		BHILWARA		337	337
25		BUNDI		280	280
26		CHITTORGARH	163	300	463
27		GANGAPUR CITY		202	202
28		JHALAWAR		372	372
29		KOTA		398	398
30		PRATAPGARH	117	158	275
31		RAJSAMAND	52	214	266
32		SAWAI MADHOPUR		187	187
33		SHAHPURA		158	158
Total e-Mitra Plus machines (67%)			420	9412	9832
34	33%	ANUPGARH	151		151
35		BIKANER	419		419
36		DEEDWANA-KUCHAMAN	266		266
37		DUNGARPUR	385		385
38		JAISALMER	198		198
39		NAGAU	352		352
40		SALUMBER	167		167

41		SRI GANGANAGAR	310		310
42		UDAIPUR	701		701
43		BALOTRA	258		258
44		BARMER	382		382
45		JALORE	205		205
46		JODHPUR	90		90
47		JODHPUR RURAL	552		552
48		PHALODI	228		228
49		SANCHORE	148		148
50		SIROHI	212		212
Total e-Mitra Plus machines (33%)			5024	0	5024
Grand Total			5444	9412	14856

Ratio-wise e-Mitra Plus machines (In case of 3 Bidders)

Sr.No.	Percentage	Districts	Type-1	Type-2	Grand Total	
1	41%	AJMER		243	243	
2		ALWAR		350	350	
3		BEAWAR		240	240	
4		BHARATPUR		340	340	
5		DAUSA		347	347	
6		DEEG		215	215	
7		DHOLPUR		265	265	
8		DUDU		89	89	
9		JAIPUR		2	405	407
10		JAIPUR RURAL			539	539
11		KARAULI			213	213
12		KEKRI			164	164
13		KHAIRTHAL-TIJARA			153	153
14		KOTPUTLI-BEHROR			245	245
15		PALI			413	413
16		TONK			324	324
17		CHURU			353	353
18		HANUMANGARH			401	401
19		JHUNJHUNU			324	324
20		NEEM KA THANA			176	176
21		SIKAR			358	358
Total e-Mitra Plus machines (41%)			2	6157	6159	
22	25%	BANSWARA	86	316	402	
23		BARAN		333	333	
24		BHILWARA		337	337	
25		BUNDI		280	280	
26		CHITTORGARH	163	300	463	
27		GANGAPUR CITY		202	202	
28		JHALAWAR		372	372	
29		KOTA		398	398	
30		PRATAPGARH	117	158	275	
31		RAJSAMAND	52	214	266	
32		SAWAI MADHOPUR		187	187	
33		SHAH PURA		158	158	
Total e-Mitra Plus machines (25%)			418	3255	3673	
34	34%	ANUPGARH	151		151	

35	BIKANER	419		419
36	DEEDWANA-KUCHAMAN	266		266
37	DUNGARPUR	385		385
38	JAISALMER	198		198
39	NAGPUR	352		352
40	SALUMBER	167		167
41	SRI GANGANAGAR	310		310
42	UDAIPUR	701		701
43	BALOTRA	258		258
44	BARMER	382		382
45	JALORE	205		205
46	JODHPUR	90		90
47	JODHPUR RURAL	552		552
48	PHALODI	228		228
49	SANCHORE	148		148
50	SIROHI	212		212
Total e-Mitra Plus machines (34%)		5024		5024
Grand Total		5444	9412	14856

Note: This is tentative machines based on new district boundaries. However, this may be change from one district to other district as per notified district boundaries.

ANNEXURE-02: TECHNICAL SPECIFICATIONS

Self Service Kiosk (SSK)

Item no. 1: Touch Screen Kiosk

S.No.	Parameter	Specifications
1.	Make	KeeTouch Co. Ltd. (China), Asus
2.	Model	KOT-0170US
3.	Size	17"
4.	Monitor Type	LCD
5.	Max Resolution	1280 X 1024 or better
6.	Aspect Ratio	4:3
7.	Maximum Refresh Rate	60 Hz
8.	Certificate/authority	TCO '03
9.	Green Compliance	Yes
10.	Brightness	250 Nit
11.	Horizontal Viewing Angle	160
12.	Input Voltage	110 V AC, 220 V AC
13.	Contrast Ratio	800:1
14.	Color Support	16.7 Million Colors (24-bit)
15.	Type	Tempered SAW/ Capacitive Touchscreen
16.	Specifications	Break resistant, and heat proof tempered glass
17.	Chemical Resistance	The active area of the touch panel is resistant to the damage of chemicals which do not influence glass
18.	Supply Voltage	< 25 VDC
19.	Resolution	Based on controller resolution of 1280 x 1024 or better
20.	Life Performance	More than 50 million touches in one location.
21.	Input Medium	Finger or gloved hand (rubber, cloth or leather)

Item no. 2: VC Unit

S.No.	Parameter	Specifications
1.	Make	Samsung, LG
2.	Model	DC32E, 32SE3KD - B
3.	Size	32 Inches
4.	Brightness	350 nits or better
5.	Resolution (Pixels)	1920x1080 or Better
6.	Viewing Angle(Horizontal/Vertical)	178 ⁰ /178 ⁰ or better
7.	Input Connectivity	Minimum HDMI x 1, VGA/DP/DVI/ HDMI x 1, Audio in x1, USB
8.	Output Connectivity	Should have an audio out as minimum
9.	Rotation	Portrait & Landscape
10.	Certification	BIS
11.	Speakers	Built-In(10Wx2)
12.	Power	100-240 V or better

Item no. 3: Computer unit

S.No.	Parameter	Specifications
1.	Make	HP
2.	Model	HP 280 Pro G3 MT Business PC
3.	Processor	Intel Core i3 6th generation Processor
4.	Chipset	Compatible Chipset on Intel motherboard
5.	Memory	8 GB DDR4 RAM
6.	Storage	500 GB 7200 Serial ATA HDD or higher
7.	Bays	Min. 1 no.
8.	Keyboard	OEM USB / Wireless Keyboard
9.	Mouse	Two button USB/ Wireless Optical Scroll Mouse
10.	Cabinet	Small Form Factor
11.	I/O Ports	One Serial Port, 1 RJ45 port for Gigabit Ethernet, min. 6 USB ports Line in, Line out, VGA Port, HDMI Port
12.	Network Features	10/100/1000 on board integrated network port
13.	Slots	Minimum 1 * x16 PCI Express, 1 * x1 PCI Express
14.	Multimedia	Integrated Audio and Graphic Controller
15.	Preloaded Software	Windows embedded 2007 or latest With OEM recovery partition
16.	Antivirus	Internet Security (Latest version) of MacAfee/ Norton/ Kaspersky/ Quick heal/ Trend Micro/ Sophos with Media & 3 Year Subscription (OEM Support, Updates, Patches)
17.	Warranty	3-Year comprehensive on-site OEM Warranty from the date of installation
18.	Certification	EPEAT, ENERGY STAR 5.0-compliant, RoHS-compliant, Windows Certified
19.	Other Accessories	Patch chord to be laid with proper casing as per the site requirement

Item no. 4: Stacker less Cash validator & Acceptor

S.No.	Parameter	Specifications
1.	Make	Crane Payment Innovations, Inc
2.	Model	Cash Code - MVU
3.	Validation Rate	96% or higher
4.	Banknote Insertion	Four-way
5.	Escrow	One banknote
6.	Sensors	Auto-calibrating sensors having acceptance rate > 97% and should not accept counterfeit/ unfit notes as per RBI guidelines
7.	Security Sensors	Cross-channel (anti-stringing) and dual entry

8.	Protocols	CCNET/ ID003/ Cash Code serial/ most other industry standard protocols supported
9.	Interfaces Supported	Serial, pulse, parallel-pulse or bi-directional (with open collector, opto-isolated or RS232), USB interface
10.	Program Memory	Flash memory or Smart-Stick
11.	Operating Voltage	10V DC to 14V DC
12.	Validation M.T.B.F.	1.5 million cycles
13.	Complete Transport Cycle	< 3 sec.
14.	Note acceptability	All notes which are accepted in ATMs
15.	Other Feature	Cash acceptor should have functionality to record soft logs

Item no. 5: Card Reader

S.No.	Parameter	Specifications
1.	Make	Ezetap Mobile Solutions Pvt. Ltd.
2.	Model	Ezetap Duo V3 (Card Reader and Pin Pad)
3.	Feature	Magnetic stripe and card reader (track 1/2/3) bi-directional, high-coercively
4.	Authentication	PIN
5.	Power supply	DC 5V±5%
6.	Communication interface	USB
7.	Device certifications	EMV L1 & L2 certified, PCI DSS certified

Item no. 6: Metal Keyboard with Trackball/ Trackpad

S.No.	Parameter	Specifications
1.	Make	Shenzhen Keyu Co., Ltd
2.	Model	W/TRACKPAD KY-PC-NT2, KY-PC-NT3
3.	Required Product	kiosk metal key board with 36mm trackball or higher/ trackpad as cursor device
4.	Number of key	64+2 keys
5.	Material	stainless steel (front panel)
6.	keyboard lifespan	more than 10 million of operation
7.	Keyswitch technology	silicone switching
8.	Key graphics	laser engraved legends
9.	Mounting style	rack mount
10.	Supply voltage	+5V DC +/-5%
11.	Communication interface	USB
12.	Other Feaures	MTBF>50000H
13.		MTTR<30min
14.	Size	Front panel size: 365*105mm ± 5%
15.	Compliance	RoHs compliant, IP 65 protect class, should be water proof dust proof and vandalism proof.

Item no. 7: Thermal printer

S.No.	Parameter	Specifications
1.	Make	BIXOLON
2.	Model	SRP-330
3.	Compact mobile receipt printer	Thermal Printing Technology with receipt Auto cutter
4.	Print Speed	Min 150mm/sec
5.	Print Width	80 mm ± 0.5 mm
6.	Interface	USB
7.	Auto Cutter life	1 million atleast
8.	Certification	BIS Certified

Item no. 8: A4 Laser Printer

S.No.	Parameter	Specifications
1.	Make	Canon
2.	Model	LBP 6030B
3.	Print technology	Laser Printing
4.	Print speed	Atleast 18 A4 pages per minute (ppm)
5.	Print resolution	600 x 600 dpi
6.	Memory	32 MB
7.	Duty Cycle (monthlly)	Atleast 5,000
8.	Interface	Hi-Speed 2.0 USB port

Item no. 9: Single finger print Aadhaar authentication device

S.No.	Parameter	Specifications
1.	Make	SecuGen, Mantra
2.	Model	SecuGen Hemster Pro 20, MFS100
3.	Compliance	Single finger print authentication device - UIDAI and STQC complied & with valid STQC Certification with all required accessories and SDKs
4.	Feature	The quoted Make & Model should also comply to UIDAI specified registered devices guidelines (Level 0 /1)

Item no. 10: Digital Signage solution

S.No.	Features
1.	Make - Xtreme Media, Model - Xtreme Media
2.	The Digital Signage solution should come with the capability of content designing and broadcasting.

3.	Solution should be capable of creating Creative content including Flash, video, and images.
4.	Solution should be capable of updating content in real time on Kiosks.
5.	Solution should be Capable of creating an entire NOC centre for one point of operation with live screenshots, last seen time and colour coding support for status of location.
6.	Should have a dashboard and trigger automatic alert in case any location is down.
7.	Solution should be Multi language input and display support.
8.	Solution should manage and control players remotely from the NOC centre.
9.	Solution should be IPv6 Ready.
10.	Smart transfer technology to avoid re-download of existing content.
11.	Store and play technology ensures continuous playback even if the network gets disrupted between the NOC centre and media player.
12.	Logging support: Should provide details of schedules sent, bandwidth used, downtime, uptime, content deployed, working status etc.
13.	The proposed solution should be capable of managing the content of one/all/group of sites
14.	Should be windows desktop application based system.
15.	Digital Signage solution will be taken from only L1 bidder and L2 bidder shall have to provide the same client.

Item no. 11: Web Camera

S.No.	Parameter	Specifications
1.	Make	Logitech
2.	Model	Webcam B252, B525
3.	HD Video calling	1280 X 720 pixels
4.	HD video capture	1280 X 720 pixels
5.	Photos	Atleast 5 MP
6.	Mic	Built-in mic with noise reduction
7.	Interface	Hi-Speed 2.0 USB port
8.	Other features	Universal clip fits laptops, LCD or CRT monitors

Item no. 12: PINPAD

S.No.	Parameter	Specifications
1	Feature	PED (Pin entry device)
2	Authentication	PIN
3	Power supply	DC 5V±5%
4	Communication	USB

	interface	
5	PIN entry	Secured keypad
6	Device certifications	PCI PTS certified, PCI DSS certified
7	Security	1. 3DES encryption 2. TMK/TPK support with all keys remote downloads capability 3. UKPT / DUKPT capability

Note: -

The kiosk solution will be integrated with the custom application developed by the Purchaser for availing self-services. Thus, SI shall provide required SDKs/ APIs of supplied H/W (wherever applicable) to integrate with the application.

Pehchan Service Kiosk (PSK)

Item no. 1: Touch Screen Kiosk

S.No.	Parameter	Specifications
1.	Make	Palas, KeeTouch
2.	Model	170PCUM-E, KOT-0170US
3.	Size	17" +/- 5%
4.	Monitor Type	LCD
5.	Aspect Ratio	5:4/4:3
6.	Maximum Refresh Rate	60 Hz
7.	Certificate/authority	TCO '03
8.	Green Compliance	Yes
9.	Brightness	250 Nit
10.	Horizontal Viewing Angle	160
11.	Input Voltage	110 V AC, 220 V AC
12.	Contrast Ratio	800:1
13.	Color Support	16.7 Million Colors (24-bit)
14.	Type	Tempered SAW/ Capacitive Touchscreen
15.	Specifications	Break resistant, and heat proof tempered glass
16.	Chemical Resistance	The active area of the touch panel is resistant to the damage of chemicals which do not influence glass
17.	Supply Voltage	< 25 VDC
18.	Resolution	Based on controller resolution of 1280 x 1024 or better
19.	Life Performance	More than 50 million touches in one location.
20.	Input Medium	Finger or gloved hand (rubber, cloth or leather)

Item no. 2: Multi-Color PVC Card Printer Unit

S.No.	Parameter	Specifications
1.	Make	Evolis

2.	Model	Evolvis Elypso [Hopper make and made by LIPI DATA SYSTEMS LTD, UDAIPUR]
3.	Print Method	Dye-Sublimation/resin thermal transfer
4.	Duplex Printing	Yes
5.	Print resolution	300 dpi (11.8 dots/mm)
6.	Memory	32 MB RAM
7.	Interface	USB
8.	Card size	CR-80
9.	Supported Card Thickness	10 mil - 40 mil
10.	OS Compatibility	Windows 10 IoT
11.	Certification	UL, FCC, CE, BIS
12.	OEM Capability	OEM Should have 2000+ installation base in India
13.	Other requirements	All required connecting hardware to make the printer operational on day 1. Onsite warranty shall be comprehensive which includes head also.

Item no. 3: Computer unit

S.No.	Parameter	Specifications
1.	Make	HP
2.	Model	HP Desktop Pro PCI MT, 280 G3 MT I3
3.	Processor	Intel Core i3 7 th generation Processor
4.	Chipset	Compatible Chipset on Intel motherboard
5.	Memory	8 GB DDR4 RAM
6.	Storage	500 GB 7200 SATA HDD or higher
7.	Bays	Min. 1 no.
8.	Keyboard & Mouse	USB Keyboard Two button USB Optical Mouse Desktop, Keyboard and Mouse should be from same OEM
9.	Cabinet	Small Form Factor
10.	I/O Ports	One Serial Port, 1 RJ45 port for Gigabit Ethernet, Line in, Line out, VGA Port/HDMI Port
11.	USB ports	8 Nos. (Atleast 6 internal)
12.	Network Features	10/100/1000 on board integrated network port WiFi - Yes
13.	Slots	Minimum 1 x16 PCI Express, 1 x1 PCI Express
14.	Multimedia	Integrated Audio and Graphic Controller
15.	Preloaded Software	Windows 10 IoT or Latest
16.	Antivirus	Internet Security (Latest version) of MacAfee/ Norton/ Kaspersky/ Quick heal/ Trend Micro/ Sophos with 3 Year Subscription (OEM Support, Updates, Patches)

17.	Warranty	3-Year comprehensive on-site OEM Warranty from the date of installation
18.	Certification	EPEAT, ENERGY STAR 5.0-compliant, RoHS-compliant, Windows Certified
19.	Other Accessories	Patch chord to be laid with proper casing as per the site requirement

Item no. 4: Stacker less Cash validator & Acceptor

S.No.	Parameter	Specifications
1.	Make	Innovative Technology
2.	Model	NV10USB+ , MVU
3.	Validation Rate	96% or higher
4.	Banknote Insertion	Four-way
5.	Escrow	One banknote
6.	Sensors	Auto-calibrating sensors having acceptance rate > 97% and should not accept counterfeit/ unfit notes as per RBI guidelines
7.	Security Sensors	Cross-channel (anti-stringing) and dual entry
8.	Protocols	CCNET/ ID003/ Cash Code serial/ most other industry standard protocols supported
9.	Interfaces Supported	Serial, pulse, parallel-pulse or bi-directional (with open collector, opto-isolated or RS232), USB interface
10.	Program Memory	Flash memory or Smart-Stick
11.	Operating Voltage	10V DC to 14V DC
12.	Validation M.T.B.F.	1.5 million cycles
13.	Complete Transport Cycle	< 3 sec.
14.	Note acceptability	All notes which are accepted in ATMs
15.	Other Feature	Cash acceptor should have functionality to record soft logs

Item no. 5: Card Reader Cum PINPAD

a) Specifications of Card Reader

S.No.	Parameter	Specif
1.	Make	Ezetap Mobile Solutions Pvt. Ltd.
2.	Model	Ezetap Duo V3 (Card Reader and Pin Pad)
3.	Feature	Dip type Magnetic stripe reading with Magnetic/Chip reading
4.	Card type to be supported	Magnetic Card: ISO7810 ID-1,7811 IC Card : ISO7816-2, T=0, T=1 CPU Card, SAM Card
5.	Power supply	DC5V±5%
6.	Communication interface	RS-232 / USB (HID)

7.	Life time	Magnetic head: 1,000,000 time min IC card contact: 300,000 time min
8.	M.T.B.F	>100,000hours(Electronic components only)
9.	Software Requirement	Required DLL and SDK will be provided for integration
10.	Device certifications	Device certifications EMV L1 certified

b) Specification of PINPAD

S.No.	Parameter	Specifications
1.	Feature	PED (Pin entry device)
2.	Authentication	PIN
3.	Power supply	DC 5V±5%
4.	Communication interface	USB
5.	PIN entry	Secured keypad
6.	Device certifications	PCI 2.0 or above certified
7.	Security	1. 3DES encryption 2. TMK/TPK support with all keys remote downloads capability 3. UKPT / DUKPT capability

Item no. 6: Metal Keyboard with Trackball/ Trackpad

S.No.	Parameter	Specifications
1.	Make	Shenzhen Keyu Co., Ltd
2.	Model	W/TRACKPAD KY-PC-NT2, KY-PC-NT3
3.	Required Product	kiosk metal key board with 36mm trackball or higher/ trackpad as cursor device
4.	Number of key	64+2 keys
5.	Material	stainless steel (front panel)
6.	keyboard lifespan	more than 10 million of operation
7.	Keyswitch technology	silicone switching
8.	Key graphics	laser engraved legends
9.	Mounting style	rack mount
10.	Supply voltage	+5V DC +/-5%
11.	Communication interface	USB
12.	Other Features	MTBF>50000H
13.		MTTR<30min
14.	Size	Front panel size: 365*105mm ± 10%
15.	Compliance	RoHs compliant, IP 65 protect class, should be water proof dust proof and vandalism proof.

Item no. 7: Thermal printer

S.No	Parameter	Specifications
1.	Make	RETSOL
2.	Model	TP806
3.	Compact mobile receipt printer	Thermal Printing Technology with receipt Auto cutter
4.	Paper Loading	Automatic Paper Loading
5.	Print Speed	Min 150mm/sec
6.	Paper Width	80 mm \pm 0.5 mm
7.	Interface	USB
8.	Auto Cutter life	1 million atleast
9.	Sensors	Paper Low and Paper Empty Sensor
10.	Certification	BIS Certified
11.	Consumables	Thermal print roll of maximum roll length that the printer supports

Item no. 8: A4 Laser Printer

S.No.	Parameter	Specifications
1.	Make	HP
2.	Model	LaserJet Ultra M106w
3.	Print technology	Laser Printing
4.	Print speed	Atleast 18 A4 pages per minute (ppm)
5.	Print resolution	600 x 600 dpi
6.	Memory	32 MB
7.	Duty Cycle (monthly)	Atleast 5,000
8.	Interface	Hi-Speed 2.0 USB port
9.	Toner	Full Capacity Toner
10.	Consumables	Full capacity toners

Item no. 9: Single finger print Aadhaar authentication device

S.No.	Parameter	Specifications
1.	Make	SecuGen, Mantra
2.	Model	SecuGen Hemster Pro 20, MFS100
3.	Compliance	Single finger print authentication device - UIDAI and STQC complied & with valid STQC Certification with all required accessories and SDKs
4.	Feature	The quoted Make & Model should also comply to UIDAI specified registered devices guidelines (Level 0 /1)

ANNEXURE-03: LAYOUTS



Isometric view 1



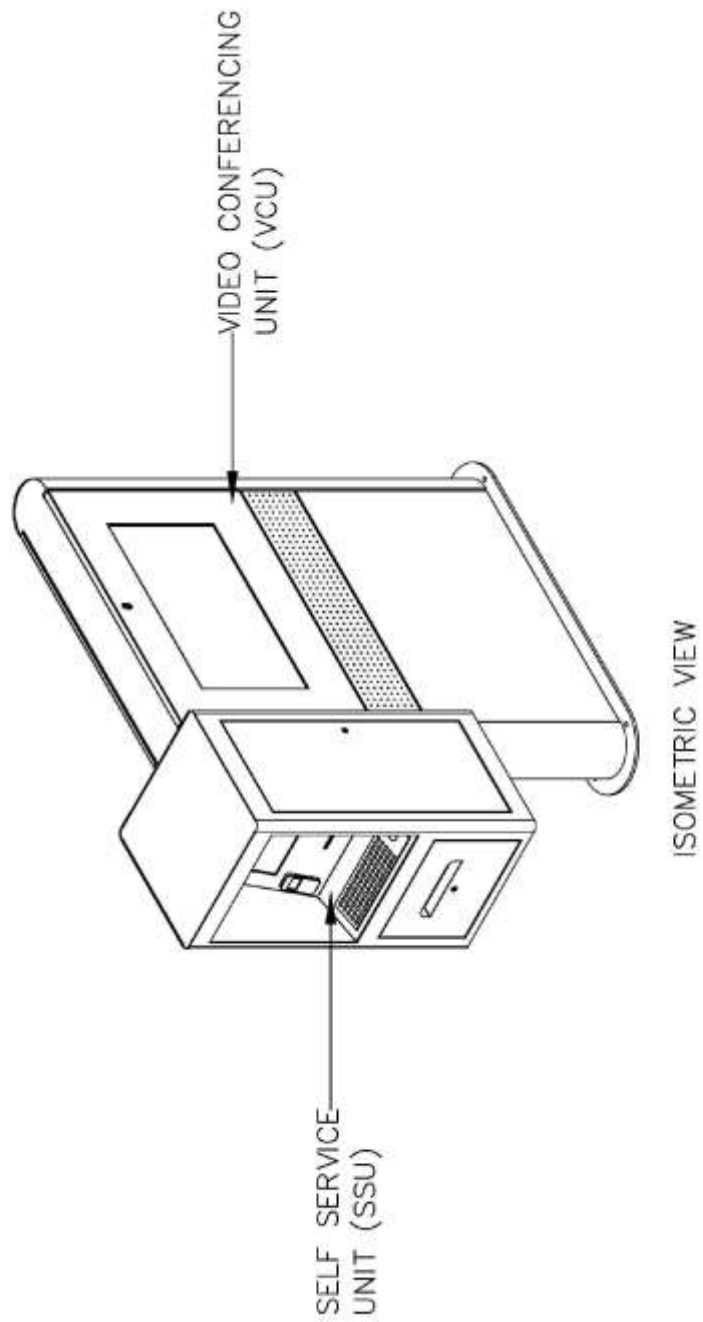
Isometric view 2

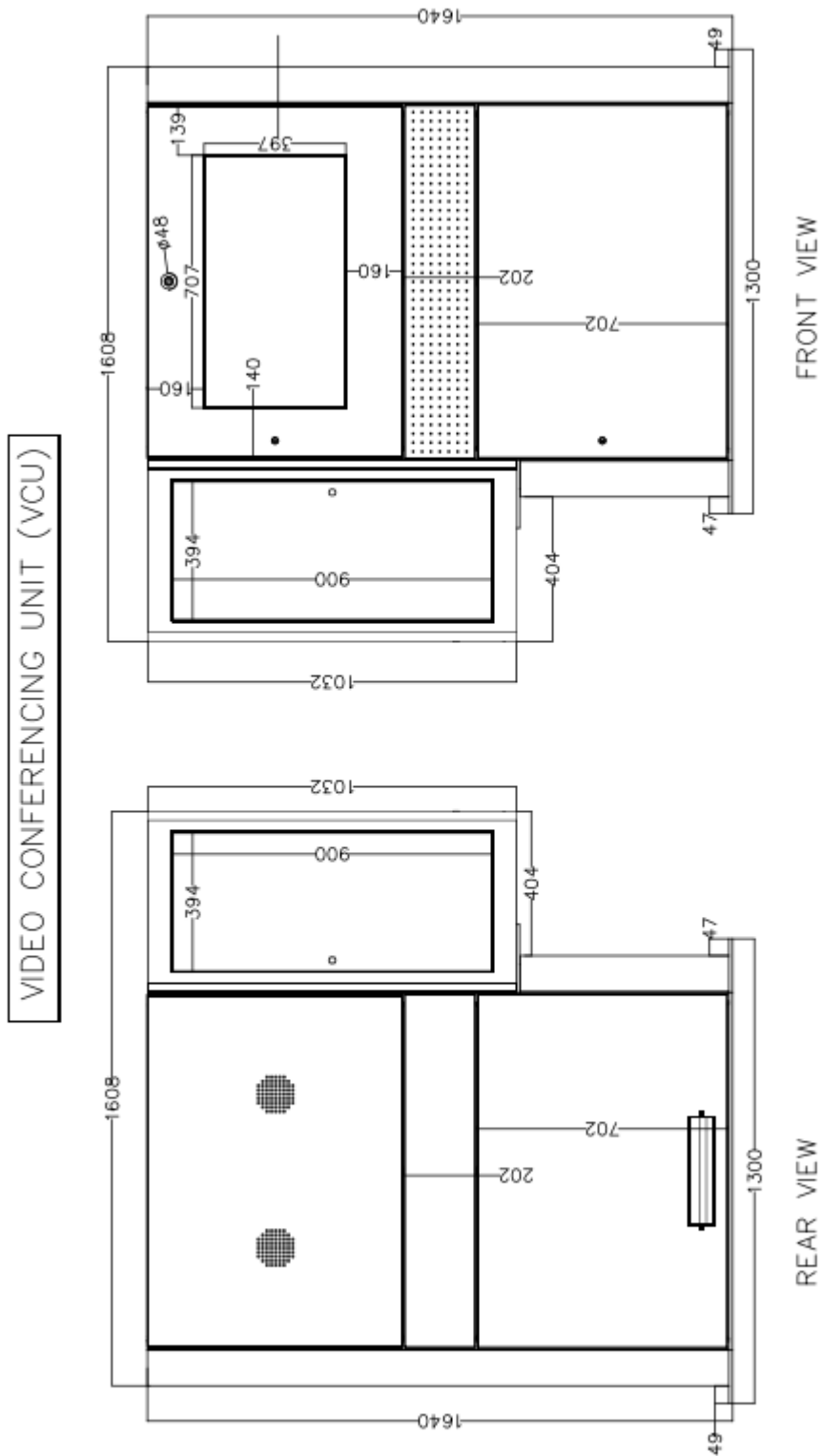


Front view

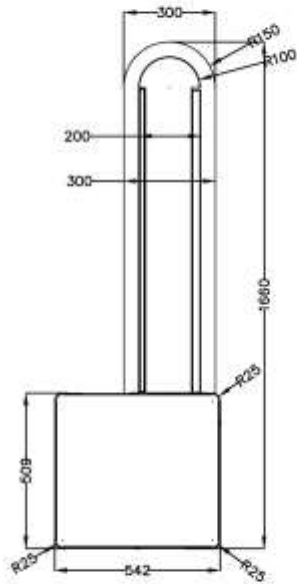


Side view

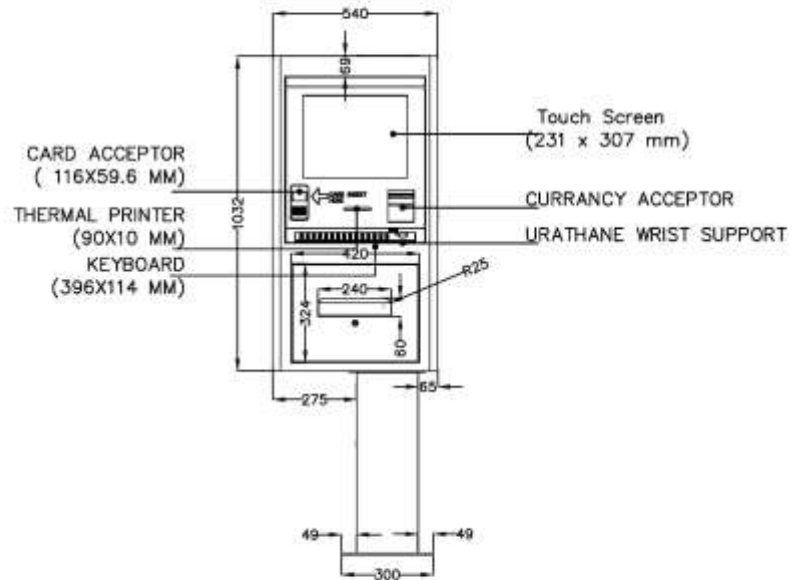




SELF SERVICE UNIT (SSU)



TOP VIEW



SIDE VIEW

ANNEXURE-04: DISTRICT-WISE DETAILS OF SCRAP MACHINES

S.No	District Name	Machine Serial number	Machine Type	Address
1	BANSWARA	SST1WNBSU6227	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Vagtalab, Chhoti Sarvan
2	BANSWARA	SST1WNBSU6179	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Sundrao, Anandpuri
3	BARMER	K0102033	RURAL (SSK)	Rajiv Gandhi Seva Kendra,IT Hub,POKRASAR,POKRASAR
4	BARMER	K0102270	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Sonri, Serwa
5	BHILWARA	SST1WGFCU3395	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Deoli, Suwana
6	BHILWARA	SST1WGFCU3320	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Suras, Mandal
7	BHILWARA	SST1WGFCU3374	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Reechhra, Suwana
8	BHILWARA	SST1WGFCU3480	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Daulatpura, Shahpura
9	BHILWARA	SST1WGFCU3309	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Luhariya, Mandal
10	BHILWARA	SST1WGFCU3607	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Salera, Sahara
11	BIKANER	K0101036	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Swaroopsar, Panchoo
12	BUNDI	SST1WNBSU5255	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Chanda Khurd, Keshorai Patan
13	BUNDI	SST1VEFDU1440	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Laxmi Pura, Talera
14	DHOLPUR	SST1WKBOU2967	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Nagar, Rajakhera
15	JAIPUR	SST1WBVHU8088	URBAN (PSK)	Panchayat Samiti Sanganer
16	JAIPUR	SST1WTFQU10171	URBAN (PSK)	Panchayat Samiti Jhotwara
17	JAIPUR	SST1WTFQU9609	URBAN (PSK)	Panchyat samiti Jhotwara
18	JHALAWAR	SST1WBQSU6553	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Bistuniya, Bhawani Mandi
19	JHUNJHUNU	SST1WBQSU6451	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Santor, Buhana
20	JHUNJHUNU	SST1WBQSU6497	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Kidwana, Surajgarh
21	JODHPUR	K0101834	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Sadari, Lohawat
22	JODHPUR	K0103396	RURAL (SSK)	RAJIV GANDHI SEVA KENDRA, IT HUB, GP-Barsalu Kalan, Osian, Jodhpur
23	JODHPUR	K0103260	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, chidwai, balesar
24	JODHPUR	K0103371	RURAL (SSK)	Rajiv Gandhi Seva Kendra,IT Hub,CHAWANDA,CHAWANDA
25	JODHPUR	K0101832	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Fateh Sagar, Lohawat
26	JODHPUR	P0100656	URBAN (PSK)	Community Health Center Chamu, Block- Chamu, District- Jodhpur

27	KARALI	SST1WNBSU5398	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Tesgaon, Nadoti
28	SIKAR	SST1WNBSU5563	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, CHANDPURA, CHANDPUR A
29	SIKAR	SST1WTFQU10433	URBAN (PSK)	RSRTC, Central Bus Stand, Shrimahapur depot
30	UDAIPUR	K0100600	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Sadkari, Semari
31	UDAIPUR	K0100100	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Dakan Kotra, Girwa
32	UDAIPUR	KO100088	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Morath, Mavli
33	UDAIPUR	K0103158	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, sayara, kadech
34	UDAIPUR	K0100163	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Lunawaton Ka Khera, Jhadol
35	UDAIPUR	K0100676	RURAL (SSK)	Rajiv Gandhi Seva Kendra, IT Hub, Kolyari, Phalasiya

ANNEXURE-05: DISTRICT-WISE DETAILS OF NON-OPERATIONAL MACHINES
(Indicative Only)

Sr.No.	District Name	Number of eMitra Plus Machines
1	AJMER	45
2	ALWAR	68
3	BANSWARA	21
4	BARAN	20
5	BARMER	43
6	BHARATPUR	30
7	BHILWARA	36
8	BIKANER	26
9	BUNDI	50
10	CHITTORGARH	33
11	CHURU	24
12	DAUSA	30
13	DHOLPUR	32
14	DUNGARPUR	33
15	HANUMANGARH	27
16	JAIPUR	93
17	JAISALMER	7
18	JALORE	26
19	JHALAWAR	32
20	JHUNJHUNU	11
21	JODHPUR	79
22	KARAULI	38
23	KOTA	19
24	NAGAU	84
25	PALI	43
26	PRATAPGARH	3
27	RAJSAMAND	17
28	SAWAI MADHOPUR	27
29	SIKAR	26
30	SIROHI	27
31	SRI GANGANAGAR	17
32	TONK	27
33	UDAIPUR	106
Grand Total		1200



ANNEXURE-06: 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:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-07: SELF-DECLARATION {to be filled by the bidder}

To,

{Procuring entity},

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/

We hereby declare that presently our Company/ firm _____, at the time of bidding,: -

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-08: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Procuring Entity},

CERTIFICATE

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

I/ we confirm that the quoted products are integrable to the existing infrastructure of the project as defined in the Scope of Work (Chapter-2) and shall conduct PoC for the quoted products during the Technical bid evaluation if asked to do so.

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-09: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS

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

To,

{Procuring Entity},

Reference: NIB No. : _____ Dated: _____

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

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

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

Authorized Signatory

Name:

Designation:

ANNEXURE-10: FINANCIAL BID FORMAT

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

Sr. No	Name of Item	Qty.	Unit Rate (including levies and duties) except GST	Total Rate (including levies and duties) except GST
(A)	(B)	(C)	(D)	(E) = (C) * (D)
1.	Operation & Maintenance (O&M) Charges for Per SSK/PSK machine Per Quarter	1		
*Total quote (in Figures)				
*Total in Words		Rs.		

Note: -

- Maximum three (3) bidders will be selected wherein machines will be allotted in the approximate ratio of 41:34:25 among all the three bidders.
- In case of lesser participation of bidders, machines will be divided among two bidders in the approximate ratio of 67:33.
- The total quarterly payment amount will be calculated as below:
Total quarterly payment amount to the service provider = (Rate quoted/agreed by service provider for Operation & Maintenance (O&M) Charges for Per SSK/PSK machine Per Quarter) X (Total no. of machines assigned to that service provider).
- Further, RISL will reserve the right to allocate the machines as per approximate ratio in case where bidders quote matching single rate.
- Payment shall be made as per prevailing Tax rates.

ANNEXURE-11: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

ANNEXURE-12: 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 Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

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

Sir,

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

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

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the RISL as 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 Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

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

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

from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

ANNEXURE-13: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity }

This Agreement for Contract is made and entered into on this _____ day of _____, 2024 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a firm registered under theAct, 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 <NIT No _____>.

And whereas

Successful Bidder/ Supplier 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 NIT 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 Successful Bidder/ Supplier and has placed the Letter of Contract having Reference No. _____ dated _____, on which Successful Bidder/ Supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas

Successful Bidder/ Supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as security deposit (SD) for the due performance of the Contract.

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



1. The NIT 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. This Agreement for Contract shall remain valid for all the work orders to be issued to Successful Bidder/ Supplier _____ during the entire period of this Contract.
3. In consideration of the payment to be made by RISL to Successful Bidder/ Supplier at the rates set forth in the Letter of Contract Reference No. _____ dated _____, will duly supply and install the said articles set forth in all the work orders to be issued during the period of Contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by Successful Bidder/ Supplier.
4. The RISL do hereby agree that if Successful Bidder/ Supplier shall duly supply & install 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 Successful Bidder/ 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.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to Successful Bidder/ Supplier and completed by Successful Bidder/ Supplier within the period as specified in the work order to be issued to Successful Bidder/ Supplier during the period of Contract.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2024.

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

ANNEXURE-14: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place

Date

Appellant's Signature