2025

RajCOMPInfoServicesLimited (RISL)

RFP for Selection of Agency for Providing Project Support Unit (PSU) for e-Governance initiatives

Request for Proposal (RFP)for Selection of Agency for Providing Project Support Unit (PSU) for e-Governance initiatives

Reference No.:F4.9(1189)/RISL/Tech/Misc/2025/25217005 **dated: 05-08-2025**

Unique Bid No: RIS2526SLOB00023

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting	*13-08-2025 at* 12:30 PM
Last Date & Time of Submission of Bid	08-09-2025till03:00 PM
Date & Time of Opening of Technical Bid	08-09-2025at 04:00 PM

Bid Document Fee: Rs.2000/- (Rupees Two Thousand only)

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

RajCOMP Info Services Limited (RISL)

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

Phone: 0141- 5103902 Fax: 0141-2228701

Web: http://risl.rajasthan.gov.in, Email: umeshcj.doit@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 participating in the procurement/ bidding process with the procurement entity
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
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
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issuance of work order till completion of one year.
Day	A calendar day as per GoR/ GoI.
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
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
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be

Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. 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.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.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. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

RFP for Selection of Agency for Providing Project Support Unit (PSU) for e-Governance initiatives

INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)

Reference No.:F4.9(1189)/RISL/Tech/Misc/2025/ 25217005 dated: 05/08/2025

Unique Bid No: RJS25265LOB00023

This RFP is hereby issued for open participation in RFP for Selection of Agency for Providing Project Support Unit (PSU) for e-Governance initiatives

Name & Address of the Procuring Entity	• Name: RajCOMP Info Services Limited (RISL) • Address: First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	• Name: Umesh Chand Joshi • Designation: SA (Jt.Director) • Address: First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) • Email: umeshcj.doit@rajasthan.gov.in
Subject Matter of Procurement	Selection of Agency for Providing Project Support Unit (PSU) for e-Governance initiatives
Bid Procedure	Two-stage: Two part (envelop) Open 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.	• Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in and http://doitc.rajasthan.gov.in • Bidding document fee: Rs. 2000 (Rupees Two Thousand only) in Cash/ Demand Draft in favour of "MD, RISL" payable at "Jaipur". • RISL Processing Fee: Rs. 1500 (Rupees One Thousand Five Hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	• Rs.80,00,000 /- (INR Eighty Lacsonly)
Bid Security and Mode of Payment	• Amount (INR): Rs. 1,60,000 [Rupees One Lakh Sixty Thousand only]. • 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" or deposit through eGRAS (https://egras.raj.nic.in/) • In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the estimated procurement cost and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the estimated procurement cost. Concessional bid security may be taken from registered bidders as specified by the State Government.
Period of Sale of Bidding Document (Start/End Date)	From 05-08-2025 to 08-09-2025
Date/ Time/ Place of Pre-bid Meeting	12:30 PM, 13-08-2025 at II Floor, Committee Room, DoIT&C Building, Yojana Bhawan, C-Scheme, Jaipur • Last date of submitting pre-bid queries in excel sheet as per Annexure-5 by the bidder: 14-08-2025 through email only on umeshcj.doit@rajasthan.gov.in.
Manner, Start/ End Date for the submission of Bids	• Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) • Start Date: 22-08-2025 from 03:00 PM • End Date: 08-09-2025 till 03:00 PM

RFP for Selection of Agency for Providing Project Support Unit (PSU) for e-Governance initiatives

Submission of Banker's Cheque/ Demand Draft for Bidding document Fee, Bid Security, and Processing Fee*	• Start Date: 22-08-2025 from 03:00 PM • End Date: 08-09-2025 till 03:00 PM
Date/ Time/ Place of Technical Bid Opening	• Date: 08-09-2025 • Time: 04:00 PM • Place: RISL Board Room, First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

Note:

1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Bidding document Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the techno-commercial Bid/ cover.
2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Bidding document Fee, Bid Security, and RISL Processing Fee up to 04:00 PM on 30.01.2020, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
   Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   e-mail: eproc@rajasthan.gov.in
   Address : e-Procurement Cell, RISL, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur
7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10) The provisions of RTPPA Act 2012 and Rules 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.

(Umesh Chand Joshi)
SA(Jt. Director)

2. PROJECT PROFILE AND BACKGROUND INFORMATION

A total a total of 14891 e-Mitra Plus machines are set up in the state, including 9891 machines (with LED screen) also known as Self Service Kiosks (SSK) in rural areas at Bharat Nirman Rajiv Gandhi SevaKendras, Gram Panchayat level and 5000 machines (without LED screen) in urban areas, also known as Pehchan Service Kiosks (PSKs).

e-Mitra Plus both Rural and Urban Self Service Kiosks

e-Mitra Plus Rural - Self Service Kiosk with LED Display

e-Mitra Plus Urban - Self Service Kiosk with PVC Card Printer

As on date 80 citizen centric services are being offered to the citizens at these self-service Kiosks. Services include utility & telecom bill payments, annual verification of Social Security Pensioners, video conferencing, QR implementation, CM KishanSammanNidhiYojana, all kind of Certificate Printing like Birth, Death, Marriage, Disability, Minority, Caste, Domicile etc.

e-Mitra Plus machines are also used in:

- Organizing meetings / training / seminars / webinars / workshops / mass media etc.
- Live Webcast of Hon'ble Prime Minister's / Chief Minister's programs and Jan Samwaad.
- Live Webcast of State-level programs and election results etc.
- Information dissemination of various Government Schemes
- Scheme eligibility check.

Currently, maintenance of e-Mitra Plus machines is handled by District-Level Offices of DoIT&C. Given the citizen-centric nature of e-MitraPlus project, centralized support services for software integration, development, enhancement, live webcast, and video conferencing are essential for operations of the project.

Financial Inclusion: To promote equal access to financial services for everyone—particularly in rural areas—efforts are underway to integrate a variety of financial products and services, such as banking, loans, equity, and insurance, into the e-Mitra platform through partnerships with banks and fintech companies. The on boarding of diverse financial and banking services onto the e-Mitra platform, including cash deposits, withdrawals, fund transfers, loan applications, and insurance premium collections, involves the following activities that will be supported by this Project Support Unit (PSU):

- ✓ Regular coordination, interaction & follow-up with Banks and Fintech's for on-boarding their services on e-Mitra.
- ✓ Prepare service guidelines and training material.

- ✓ Conduct training sessions to sensitize LSPs and kiosks on the new service.
- ✓ Monitor the transactions of new services to resolve any challenges and to improve quality.

In addition to above, Project Support Unit (PSU) will also extend support for:

- Atal State eGovernance Awards – Organized annually, this involves working closely with the Project Officer-in-Charge (OIC) and the Selection Jury for inviting nominations, overseeing the selection process, and facilitating the distribution of awards.
- National e-Service Delivery Assessment (NeSDA) – Work closely with the Project OIC to ensure compliance with the NeSDA 'Way Forward' guidelines, including integration of mandatory services on the unified portal, reporting of best practices, and tracking the status of eServices. The Department of Administrative Reforms and Public Grievances (DARPG), Government of India, has developed the NeSDA Framework to benchmark the performance of States/UTs and Central Ministries in delivering e-services. DARPG also conducts regular monthly meetings to review and discuss progress under the NeSDA initiative.

Purpose of RFP:

Setting up of Project Support Unit (PSU) for various e-Governance Initiatives such as e-Mitra Plus, Financial Inclusion, Atal e-Governance Awards, National Service Delivery Assessment.

3.TECHNICAL QUALIFICATION/ ELIGIBILITY CRITERIA

Note: Supporting documents submitted as evidence to fulfil the eligibility criteria will be evaluated by the Tendering Authority..During the bid evaluation stage the Tendering Authority may request for clarification (if required).

1) Technical Qualification Criteria

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	- Copy of valid Registration/ Incorporation Certificates
2	Certification	The bidder must possess, at the time of bidding, a valid ISO 9001:2008 and CMMi Level 3 Certification	Copy of a valid certificate
3	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ITeS during last three financial years, i.e. FY: 2022-2023, 2023-2024 and 2024-2025 should be at least Rs. 3 Crores.	CA Certificate with CA's Registration Number, Signature & Seal (Annexure-7)
4	Financial: Net Worth	The net worth of the bidder, as on March 31, 2025 (as per last published audited balance sheets), should be Positive.	CA Certificate with CA's Registration Number, Signature & Seal (Annexure-8)
5	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
6	Project Experience	The bidder must have experience of having executed similar PMU assignments/ Projects/ Program in	Work Order + Client Certificate of Completion. Or

S. No.	Basic Requirement	Specific Requirements	Documents Required
		Central/State Govt. Dept. Schemes in e-Governance domain. Bidder should have executed/completedat least 3 projects/contracts not less than Rs 1 Cr each of similar nature from Central/ State Government from distinct clients, over the past 3 years in e-Governance domain.	Work Order + CA Certified Certificate of Completion with CA reg. Number and seal. . The documents submitted in form of work orders/ agreement/ client certificate/self-certificate should confirm project duration, nature and value of services delivered and the project cost.
	Manpower	• Bidding firm should at least have 100 manpower strength with desired education, qualification and experience in their direct payroll.	An undertaking from HR head of the company/organization certifying the number of employees engaged by the bidder organization.
7	Mandatory Undertaking	Bidder should: - 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	A Self Certified letter as per Annexure-4

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

Note: The bidder has to submit supporting documents as evidences to fulfil the eligibility criteria for making evaluation by the Tendering Authority. During the bid evaluation stage, the Tendering Authority may request for clarification (if required).

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

4.1 SCOPE OF WORK

A dedicated Project Support Unit (PSU) consisting of a combination of some domain experts and functional resources are proposed to be established for providing technical and project management support for various e-Governance Initiatives such as e-Mitra Plus, Financial Inclusion, Atal e-Governance Awards, National Service Delivery Assessment.

Following broadly constitutes the Scope of Work:

S. No.	e-Governance Projects	Scope of work

	e-Mitra Plus	• Integration, development, and enhancement of existing applications.
		• Data management and analytics
		• Bug fixes and security compliances
		• Engagement with other government portals for requirement gathering, data collection, and related activities.
		  ○ Coordination with District Offices and relevant departments for:Facilitating video conferencing with DLOs/BLOs/FLOs down to the Gram Panchayat and Block levels.
		  ○ Webcasting of live events.
		  ○ Addressing and responding to queries.
		• Conducting Information, Education, and Communication (IEC) activities for various government schemes.
		• Supporting project operations through regular reporting, monitoring, and documentation

	Financial Inclusion	• Regular coordination, interaction & follow-up with Banks and Fintech's for on-boarding their services on e-Mitra. • Prepare service guidelines and training material. • Conduct training sessions to sensitize LSPs and kiosks on the new service. • Monitor the transactions of new services to resolve any challenges and to improve quality
	Atal State e-Governance Awards	• working closely with the Project Officer-in-Charge (OIC) and the Selection Jury for inviting nominations, overseeing the selection process, and facilitating the distribution of awards.
	National e-	integration of mandatory services on the unified portal, reporting of

	Service Delivery Assessment (NeSDA)	best practices, and tracking the status of eServices

PSU Manpower Requirement

S. No.	Role	Profile	Experience	Qty.
1	Operations Manager cum Team Lead	BE / B Tech / MCA or Equivalent with relevant experience	10 Years	1
2	Project Coordinator cum Business Analyst	MBA in any discipline with relevant experience	6 Years	1
3	Database Expert	BE / B Tech / MCAwith relevant experience	4 Years	1
4	Senior Developer	BE / B Tech / MCAwith relevant experience	3 Years	1
5	Developer Application	BE / B Tech / MCAwith relevant experience	2 Years	1
6	Helpdesk	Graduate in any discipline with relevant experience	3 Years	2

The selected bidder shall depute the PSU (as mentioned at Annexure: 1) onsite at DoIT&C/ RISL office as per instructions of RISL.

Training & Helpdesk Support (Incident/ Problem Management)

- Help desk should be able to perform:
  - Handle issues of the departmental users and citizens.
  - The Helpdesk persons should be accessible to all users on telephone/ e-mail.
  - Reply to the queries/ feedback/ suggestions/ complaints received from all the stakeholders.
  - Maintain a call register for maintaining a log of all the calls received.
- The end-users should be allowed to create a ticket for any problem faced by him and same should be closed by him after the resolution of the problem.

Deployment of Manpower –

a. The selected Bidder shall deploy the Team (as per Annexure 1) onsite within 45 days of date of issuance of LOI to the bidder till the end of contract period.

b. The proposed services shall be normally manned for a period of 9 hours each day (except Saturday, Sunday or on Government Holidays) as per requirement throughout the year or as decided by the Office of the Tendering Authority. But in exception condition or in

urgency of work, the support might be required on holidays. The selected bidder shall maintain an attendance register for the resources deployed.

c. Also, it would be the responsibility of the Selected Bidder to retain the deployed manpower for the entire Contract/Project duration or in the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent minimum qualifications and experience. All such events should be notified 30 days prior to RISL in writing and should be in accordance with the SLAs mentioned in this RFP.

d. The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time. RISL will examine the qualification, experience etc. of the personnel provided before they are put on the designated positions. The Selected Bidder has to take approval from RISL for the proposed staff before their deployment. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.

e. It is the responsibility of the selected bidder to scale up the team as and when required to confirm smooth project execution throughout the duration

4B. PROJECT DURATION:

The Contract/ Project Period shall commence from date of issuance of LOI till one year.

4C. ROLES & RESPONSIBILITIES (STAKEHOLDER-WISE)

i. **Responsibilities of RISL:** Along with overall monitoring of the contract, the role of RISL in successful implementation of the solution includes discharging the following responsibilities:

- Coordinate with other government agencies for their service integration.
- Conduct review meetings at regular intervals to monitor the progress of the project.
- Provide necessary support during requirement gathering, sharing of manual templates and explain the functional requirements in detail to the selected bidder
- Review, provide feedback and approve the solution design, software design, implementation approach, and other technical documents submitted by the selected bidder.
- Co-ordinate with the RSDC and other stakeholders of the project.
- To oversee the proposed training plan
- As per requirement deployed resources may travel for meetings, training purposes etc. expense towards TA/DA shall be borne by RISL as per government rules.Review and approve the payments to the Selected Bidder as per SLA

- Any other help/ assistance/ co-ordination required for the successful implementation and operations of the work/ project.
- Provide space and basic amenities for the onsite development team.

ii. **Responsibilities of the selected bidder:** As per scope of work defined in this RFP.

4D. PROJECT DELIVERABLES, MILESTONES&TIME SCHEDULE

Reports				
S. No.	**Activity**	**Deliverable**	**Frequency**	**Time Frame**
1	Deployment of Manpower	Attendance Report of PSU in Project duly approved by designated authority	Quarterly	Within 1 Week of end of each Quarter
2	New development and Enhancement	Development/ Enhancement/ up-gradation/ modification reports	Quarterly	Within 1 Week of end of each Quarter
3	Managed Services during the Period	• Issue Tracker & Log reports of help desk, Call resolved, unresolved and escalated issues.	Quarterly	Within 1 Week of end of each Quarter

5. INSTRUCTION TO BIDDERS (ITB)

5.1 Sale of Bidding/ Tender Documents

1. The sale of bidding documents shall be commenced from the date of publication of NIB and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal for prospective bidders who can download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
2. The bidding documents shall be made available to prospective bidders who pay the price for it in cash or by bank demand draft, banker's cheque.

5.2 Pre-bid Meeting/ Clarifications

1. The prospective bidders may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
2. 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.
3. The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
    i. Last date of submitting clarifications requests by the bidder: as per NIB/ IFB
    ii. Response to clarifications by procuring entity: as per NIB/IFB
4. The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

5.3 Changes in the Bidding Document

1. 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.
2. 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.

3. 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.
4. 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:
    a. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

5.4 Period of Validity of Bids

1. 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.
2. 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.
3. Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5.5 Format and Signing of Bids

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

4. a) 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)
Technical Documents		
4.	All the documents mentioned as per Chapter 3: "Technical Qualification Criteria"	As per the format mentioned against the respective eligibility criteria clause (PDF)
Other Documents		
5.	Bid Form	As per Annexure-6 (PDF)
6.	Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-2 (PDF)

b) Financial bid shall include the following documents: -

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

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

5.6 Cost & Language of Bidding

1. 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.
2. The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

5.7 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

5.8 Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB. Bid security shall be 2% oras specified by the State Government of the estimated value ofsubject matter of procurement put to bid. In case of Small ScaleIndustries of Rajasthan it shall be 0.5% of the quantity offered forsupply and in case of sick industries, other than Small ScaleIndustries, whose cases are pending with Board of Industrial andFinancial Reconstruction, it shall be 1% of the value of bid.

1. 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.
2. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
3. 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.
4. The bid security may be given in the form of a banker’s cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
5. 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.

6. 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.
7. The bank guarantee presented as bid security shall be confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
8. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
9. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
    a. when the bidder withdraws or modifies its bid after opening of bids;
    b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
    c. when the bidder fails to deliver the services or execute work as per LoI/ work order within the time specified;
    d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
    e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
10. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
11. No interest shall be payable on the bid security.
12. 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.
13. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
    a. the expiry of validity of bid security;
    b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
    c. the cancellation of the procurement process; or
    d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

5.9 Deadline for the submission of Bids

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

5.10 Withdrawal, Substitution, and Modification of Bids

1. 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".
2. Bids withdrawn shall not be opened and processes further.

5.11 Opening of Bids

1. 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.
2. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
3. 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.

4. All the documents comprising of techno-commercial Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
5. The committee shall conduct a preliminary scrutiny of the opened 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.

6. 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.
7. The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

5.12 Selection Method:

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

5.13 Clarification of Bids

1. 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.
2. 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.
3. 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.
4. No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

5.14 Evaluation & Tabulation of Technical Bids

1. 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,

a. if accepted, shall:-

i. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

ii. 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

b. 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

1. 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.
2. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

3. 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

1. Bids shall be evaluated based on the documents submitted as a part of technical bid. Bidders who qualify the technical evaluation shall be eligible for commercial bid opening. In case the proposal of a bidder is non-responsive, the bidder shall be technically disqualified.

d) Tabulation of Technical Bids

1. 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.
2. 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.

5.15 Evaluation & Tabulation of Financial Bids

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

a) The financial Bids of the bidders who qualify 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.

g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;

h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

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

5.16 Correction of Arithmetic Errors in Financial Bids

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

a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

5.17 Negotiations

1. 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.
2. 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.
3. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
4. 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.

5. 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.
6. 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.
7. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

5.18 Exclusion of Bids/ Disqualification

1. 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.
2. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
3. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
   a. communicated to the concerned bidder in writing;
   b. published on the State Public Procurement Portal, if applicable.

5.19 Acceptance of the successful Bid and award of contract

1. 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.
2. 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.
3. Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
4. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
5. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
6. 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.
7. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents **then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder**.
8. If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
9. The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

5.20 Information and publication of award

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

5.21 Procuring entity's right to accept or reject any or all Bids

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

5.22 Right to vary quantity

1. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
2. 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.
3. 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.

5.23 Performance Security

1. Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
2. The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount ofsupply order in case of procurement of goods and services and tenpercent of the amount of work order in case of procurement ofworks. In

case of Small Scale Industries of Rajasthan it shall beone percent of the amount of quantity ordered for supply of goodsand in case of sick industries, other than Small Scale Industries,whose cases are pending before the Board of Industrial andFinancial Reconstruction.

3. Performance security shall be furnished in any one of the following forms: -
   a. deposit through eGRAS;
   b. Bank Draft or Banker's Cheque of a scheduled bank;
   c. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
   d. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
   e. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
4. Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
5. 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.
6. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
7. No interest shall be payable on the PSD.

5.24 Execution of agreement

1. 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.
2. The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
3. 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.
4. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

5.25 Copyright/Intellectual Property Rights (IPR)

The copyright and IPR in all drawings, design documents, source code, other materials containing data and information for application developed or customization and enhancement made as part of this RFP by the Selected Bidder herein shall remain vested in the Purchaser.

5.26 Confidentiality

1. 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.
2. 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.

3. The procuring entity may impose on bidders for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
4. In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

5.27 Cancellation of procurement process

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. If a bidder is convicted of any offence under the Act, the procuring entity may: -
    a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
    b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

5.28 Code of Integrity for Bidders

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

i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;
c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

3. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
   a. exclusion of the bidder from the procurement process;
   b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
   c. forfeiture or encashment of any other security or bond relating to the procurement;
   d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
   e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
   f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

5.29 Interference with Procurement Process

A bidder, who: -

a) withdraws from the procurement process after opening of financial bids;
b) withdraws from the procurement process after being declared the successful bidder;

c) fails to enter into procurement contract after being declared the successful bidder;

d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

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

5.30 Appeals

1. Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
    a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
    b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
2. 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.
3. If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
4. 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:
5. 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
    a. Second Appellate Authority: Principal Secretary, Finance Department, GoR
6. Form of Appeal:

a. Every appeal under (a) and (c) above shall be as per Annexure-12 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.

7. 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.
8. 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.
9. No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

5.31 Stay of procurement proceedings

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

5.32 Vexatious Appeals & Complaints

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

5.33 Offenses by Firms/ Companies

1. 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:
    a. 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.
2. 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.
3. 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.
4. Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

5.34 Debarment from Bidding

1. 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.

2. 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.
3. 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.
4. 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.
5. The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

5.35 Monitoring of Contract

1. 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.
2. During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of 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.
3. 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.
4. 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.
5. 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.
6. The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT

1) Contract Documents

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

2) Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

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

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Eligible Services

a) For purposes of this Clause, the term services include the services to be delivered by the selected bidder as per scope of work defined in this RFP.

5) Notices

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

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

6) Governing Law

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

7) Scope of Supply

a) Subject to the provisions in the bidding document and contract, the services to be supplied shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such services not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of services as if such services were expressly mentioned in the Contract.

8) Delivery & Installation

a) Subject to the conditions of the contract, the completion of services shall be in accordance with the delivery and completion schedule specified in the bidding document.

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 software/ system as per specifications within the specified delivery/ completion period at location mentioned in the PO/ WO.

9) Supplier's/ Selected Bidder's Responsibilities

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

10) Purchaser's Responsibilities

a) Whenever the supply services requires that the Supplier/ Selected Bidder obtain licenses, permits, approvals, etc., the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

11) Contract Price

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

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

12) Recoveries from Supplier/ Selected Bidder

a) Recovery of liquidated damages/ penalties, etc. shall be made ordinarily from bills.

b) The Purchase Officer shall withhold amount to the extent of liquidated damages/ penalties, as applicable. 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.

13) Taxes & Duties

a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates. Any increase or decrease in the taxes will be taken care by the RISL and Taxes should be paid at Prevalent Tax rates at the time of invoicing.

b) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

14) 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 RISL.

15) Confidential Information

a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -

   i. the Purchaser or Supplier/ Selected Bidder need to share with 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.

16) Sub-contracting

a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

17) Extension in Delivery Period and Liquidated Damages (LD)

a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to perform/ deliver the services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.

b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected biddershall arrange delivery of services within the specified period.

c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in providing/ delivery of services is on account of hindrances beyond the control of the supplier/ selected bidder.

   i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period or is unable to maintain prorate progress in service delivery. This request shall be submitted as soon as a hindrance in delivery of services occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of services after which such request shall not be entertained.

   ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of services and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

   iii. Normally, extension in delivery period of services in following circumstances may be considered without liquidated damages:

a. When delay has occurred due to delay in providing of information/ data by RISL or other departments as per terms of the contract.

iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of services.

v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered services.

vi. If RISLis in need of the services rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with liquidated damages, the recovery shall be made on the basis of value of services (upto that milestone) which the supplier/ selected bidder has failed to deliver/ install/ complete : -

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

i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

e) In all cases, maximum amount of liquidated damages shall be 10%.

18) 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.

19) Force Majeure

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with RISL, RISLmay take the case with the supplier/ selected bidder on similar lines.

20) 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 where the services are 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.

21) 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.

22) Exit Management

a) **Preamble**

i. The word 'parties' include the procuring entity and the selected bidder.

ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.

iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) **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.

c) **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.

d) **Transfer of certain agreements**

i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.

ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

e) **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.

f) **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.

g) **Training, hand-holding and knowledge transfer**

i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL in the last 3 months of the project duration.

23) 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.

SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

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

Table 4D: Deliverable and Time Schedule				
S. No.	**Activity /Milestones (II)**	**Deliverables (III)**	**Delivery Schedule (in days) (IV)**	**Payment Schedule**
1	Deployment of Manpower	Attendance Report of PSU in Project duly approved by designated authority	Quarterly	
2	New development and Enhancement	Development/ Enhancement/ up-gradation/ modification reports	Quarterly	
3.	Managed Services during the Period	Issue Tracker & Log reports of help desk, Call resolved, unresolved and escalated issues.	Quarterly	
Remark: The above mentioned delivery schedule shall be applicable subject to fulfilment of obligations by RISL for respective milestone, wherever applicable. In case of delay in action taken by RISL, same number of days would be added in the delivery period.				

2) Service Level Requirements/ Agreement

a) **Purpose & Duration of SLA**: The SLA purpose is to enforce a contract between the selected bidder and the Purchaser. SLA would come into effect from the date of issuance of LoI, under this RFP. The successful bidder has to comply with the SLAs to ensure adherence to project timelines, quality and availability of services.

For purpose of this Service Level Requirement, the following terms shall have the meanings set forth below:

- "**Incident**" refers to any events / abnormalities in the functioning of the Application that may lead to disruption in normal operations.

"**Helpdesk Support**" shall mean the centre which shall handle Fault Reporting, Trouble Ticketing and related enquiries during this Contract.

b) **Hours of Operation (Help Desk) operation**: Helpdesk will be set up at DoIT&C/RISL Office, Jaipur and will work on all five days (Monday-Friday) from 09:30 – 7:30. In case of urgency, as required by the department, Helpdesk will work on Holidays too.

The problems encountered during the usage of e-Mitra Plus application would be reported at the Help Desk established by the selected bidder at the DoIT&C Office in Jaipur. This would enable the Helpdesk staff to log complaints and take action as per the severity of the reported problem.

c) **Dependencies**: The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected bidder or due to reasons attributable to RISL or third parties, the selected bidder would not be penalized.

d) **Monitoring & Evaluation**: The selected bidder shall provide and make use of following system for monitoring and evaluation:

Table 6.2: SLA Monitoring		
S. No.	**Service Level**	**Monitoring System**
1	Non Availability of Manpower	Attendance Register at each project location
2	Delay in providing helpdesk support.	Through a web base/phone line call log available at IT help desk

e) **Penalty Clauses**: If the selected bidder fails to deliver the required services due to reasons attributable to him like non-accessibility of non-availability/attrition of the technical personnel/ operational manpower, etc. The cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone.

Penalty for non-deployment of resources/manpower: Penalty in case of non-deployment of resources as mentioned below shall be levied, starting from 45 days of issuance of LoI:

Table 6.5: Penalty for non-deployment of Resources		
S. No.	**Resource Type**	**Penalty**
1	Operations Manager cum Team Lead	Rs. 5000 /- per day of non-deployment.
2	Project Coordinator cum Business Analyst	Rs. 4000 /- per day of non-deployment per resource
3	Database Expert	Rs. 3000/- per day of non-deployment per resource.
4	Senior Developer	Rs. 2500/- per day of non-deployment per resource.
5	Developer Application	Rs. 2000/- per day of non-deployment per resource.
6	Helpdesk	Rs. 1500 /- per day of non-deployment per resource

i. **Penalty for non-availability of deployed resources/ manpower:** A maximum of 12 leaves per year (3 per quarter on prorate basis) shall be allowed for resource deployed onsite at DoIT&C Office. In case resource needs to take off/leave from the duty, he has to take due approval from RISL/ DoIT&C authorities. In case total number of leaves exceed the maximum allowed leaves, penalty as mentioned below shall be levied, starting from 45 days of issuance of LoI:

Table 6.5: Penalty for non-availability (absent) of deployed manpower		
S.No.	**Resource Type**	**Penalty**
1	Operations Manager cum Team Lead	Rs 5000/- per day of absence.
2	Project Coordinator cum Business Analyst	Rs 4000/- per day of absence.
3	Database Expert	Rs 3000/- per day of absent.
4	Senior Developer	Rs3000/- per day per absent.
5	Developer Application	Rs3000/- per day per absent.
6	Helpdesk	Rs1000/- per day per absent.

In case of non-availability of more than 4 resources in a day for 5 days in a month, payment due for that quarter shall not be made. Additionally, penalties as mentioned above for non-availability of resources (as applicable) shall be levied.

f. Also, it would be the responsibility of the Selected Bidder to retain the deployed manpower for the entire Contract/Project duration.In the event of a resource leaving the project prior to completion of the project duration, the selected biddershall ensure a suitable replacement on the date of leaving of resource.Exit of the resource will be subject to submission of a certificate/undertaking from the selected bidder certifying that KT from that resource has been taken by the team.

Such events should be notified 30 days prior to RISL in writing and should be in accordance with the SLAs mentioned in this RFP.

However, for any resource replacement, if the selected bidder provides a better resource in terms of profile and experience, applicable penalty may be waived off at complete discretion of RISL.

7. ANNEXURES

7.1: Annexure 1: Resource Deployment

The selected bidder shall deploy minimum following resources within 45 days of issuance of LoI.

S. No.	Role (Category)	No of Resources	Experience
1	Operations Manager cum Team Lead	1	• B.E/ B.Tech/ MCA or Equivalent degree in IT • Having at least 10 years of post-qualification relevant work experience • 3+ years of Team Lead or project management experience Must have good understanding of Government Processes and IT automation initiatives in e-Governance Domain • Experience in handling team for design and development of customized IT applications • Overall project coordination, planning and monitoring • Project Documentation
2	Project Coordinator cum Business Analyst	1	• MBA or higher degree • Having at least 6 years of post-qualification relevant work experience • Experience in handling team for design and development of customized IT applications • Overall project coordination, planning and monitoring • Project Documentation
3	Database Expert	1	• BE/B.Tech./MCA with minimum 4 Years of experience in • Oracle PL/SQL Database development • MS-SQL Developer
4	Senior Developer	1	• BE/B.Tech./MCA with minimum 3 Years of development experience in ASP.NET with MVC • Certification in .NET Technologies will be an added advantage
5	Developer Application	1	• BE/B.Tech./MCA with minimum 2 years' experience in development experience in ASP.NET with MVC or PHP and WordPress
6	Helpdesk	2	• Graduate in any discipline with minimum 3 years' experience in Software Troubleshooting, supporting field staff in resolution of technical issues. • Diploma/ certificate course confirming computer/IT literacy (eg. RSCIT) • Proficiency in Hindi and English Computer Typing
Total Resources		**7**	

The above mentioned development team shall work from onsite. The selected bidder shall increase the team size as per requirement and ensure compliance to the prescribed Project timelines. The selected bidder may depute additional resources to work from offshore, if needed. Also, the selected bidder shall need to submit the MoU signed with the Third Party Agency (TPA) in case of resources being taken on contractual basis through Third Party.

RISL shall provide working space and internet connectivity to the onsite development team. However, the selected bidder shall be responsible for deploying IT infrastructure (Computer/ laptop/ printer, etc) to be used for application development on its own.

7.2 ANNEXURE 2: COVER LETTER OF THE BID

(To be submitted on the Company Letter head of the Tenderer, sealed and signed)

To,

Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, YojanaBhawan, Tilak Marg,

C-Scheme, Jaipur (Rajasthan)

Dear Sir,

Ref: Request for Proposal (RFP) Notification No: ***F4.9(1189)/RISL/Tech/Misc/2025/***…….., dated: .....

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

Signature……

In the capacity of……

Duly authorised to sign Proposal for And on behalf of……..

Seal of the Organization: -

Date: …….. Place: ……

7.3 ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE

(To be submitted on the Company Letter head of the Bidder, sealed and signed)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, YojanaBhawan, Tilak Marg,

C-Scheme, Jaipur (Rajasthan)

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. ***F4.9(1189)/RISL/Tech/Misc/2025/***_____ 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:-

Signature of Authorised Signatory:-

Name of Authorised Signatory:-

Seal of the Organization:-

Date:

Place:

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

7.4 ANNEXURE 4: SELF-DECLARATION – NO BLACKLISTING

(To be submitted on the Company Letter head of the Bidder, sealed and signed)

To,

{Procuring Entity},

_____

In response to the NIB Ref. No. ***F4.9(1189)/RISL/Tech/Misc/2025/***_____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,: -

1.possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

2.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;

3.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.

4.does not have any previous transgressions with any entity in India or any other country during the last three years

5.does not have any debarment by any other procuring entity

6.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;

7.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;

8.does not have a conflict of interest which materially affects the fair competition

9.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:

7.5 ANNEXURE-5: PRE-BID QUERIES FORMAT{to be filled by the bidder}

[Reference No: F4.9(1189)/RISL/Tech/Misc/2025/ , dated: ……]

Name of the Company/Firm: _____

_____

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

7.6 ANNEXURE-6: BID FORM

[Reference No: F4.9(1189)/RISL/Tech/Misc/2025/ ,dated: ……]

Addressed to:

Name of the Procurement Entity	Managing Director, RajCOMP Info Services Ltd. (RISL)
Address	RajCOMP Info Services Ltd., YojanaBhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Telephone	0141-2229394, 5103902
Tele Fax	0141-2228701
Email	umeshcj.doit@rajasthan.gov.in(clearly mention the NIT/NIB/IFB no. in the subject of the mail)

Firm Details:

Name of the Firm				
Name of Contact Person with designation				
Registered Office Address				
Address of the firm				
Year of establishment				
Type of firm (Put Tick () mark)	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Mobile Number	Mobile:			
Certification/Accreditation/Affiliation, if Any				

- The requisite bidding document fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- The requisite bid security amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. /BG No. _____ dated _____.

We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory : _____

7.7 **ANNEXURE 7: CA CERTIFICATE TOWARDS TURNOVER FROM IT/ITES**

(On CA letterhead)

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIB Ref. No. *F4.9(1189)/RISL/Tech/Misc/2025/*_____dated_____ , as an Authorized Signatory of _____ (Name of C.A./C.A. firm), I/ We hereby confirm that average annual turnover of my/our client _____ (Name of Bidder) from IT/ ITeS in last 3 financial years on average over FY: 2015**2022-2023, 2023-2024 and 2024-2025**, is Rs. 3Crores or more.

I/We hereby confirm that the annual turnover from IT/ITeS business in last three financial years is as follows:

Year Turnover in figure Turnover in words
1.
2.
3.

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -
Registration Number:-
Authorised Signatory: -
Seal of the Organization: -
Date:
Place:

7.8 ANNEXURE 8: C.A. CERTIFICATE TOWARDS POSITIVE NET WORTH

(On CA letterhead)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, Rajasthan

In response to the Tender/ NIB Ref. No. F4.9(1189)/RISL/Tech/Misc/2025/_____dated _____, as an Authorized Signatory of _____ (Name of C.A./C.A. firm), I/ We hereby confirm that my/our client _____ (Name of Bidder) has positive net worth of Rs _____ (in figures) and Rupees _____ __ (in words) in the last financial year, i.e. from 1st April 2017 to 31st March 2018 or 1st April 2018 to 31st March 2019.

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A./C.A. Firm: -

Registration Number:-

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

7.9 ANNEXURE-9: FINANCIAL BID COVER LETTER & FORMATCOVER LETTER {to be submitted by the bidder on his Letter head}

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, YojanaBhawan, Tilak Marg,
C-Scheme, Jaipur-302016 (Raj.)

Reference: NIB No. : **F4**.9(1189)/RISL/Tech/Misc/2025/_____ Dated:_____

Dear Sir,

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

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

I / We undertake, if our bid is accepted, to deliver the services in accordance with the requirements & delivery schedule specified in this bidding document.

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

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

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

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

We understand that you are not bound to accept the lowest or any bid you may receive.
We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:
Authorized Signatory:
Seal of the Organization:
Name:
Designation:

Financial Bid Format

(to be filled by the bidder in BoQ (.XLS file) on eProc website)

Project Name: Selection of Agency for Providing Project Support Unit (PSU) for e-Governance initiatives							
Reference No:							
Bidder Name:							
Price schedule: (This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
S.No.	**Activity/ Item Description**	**Qty**	**Units**	**Man-month Unit Rate (incl. all other Taxes except GST) (in INR)**	**Applicable GST (in INR)**	**Total Price including GST (In INR.)**	**Total Price including GST (In Words)**
		A	**B**	**C**	**D**	**E =(C*A)+D**	**F**
1	Operations Manager cum Team Lead	1	Nos.				
2	Project Coordinator cum Business Analyst	1	Nos.				
3	Database Expert	1	Nos.				
4	Senior Developer	1	Nos.				
5	Developer Application	1	Nos.				
6	Helpdesk	2	Nos.				
	Total Project Cost						
Total D (In Words) – Rs							

7.10 ANNEXURE-10: BANK GUARANTEE FORMATto 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, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <F> 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 Bid Security.

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 count.

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

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

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

This Contract is made and entered into on this _____day of _____, 2020 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. _____dated_____, on which supplier has given their acceptance vide their Letter No._____dated _____.

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the LoI/ work order no. _____ dated _____ will duly supply the said articles set forth in scope of work and annexures herein and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of resources shall be effected from the date of issuance of LoIi.e. _____ and completed by supplier within the period as specified in the RFP document.

5. In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of value of services (upto that milestone) which the supplier/ selected bidder has failed to deliver/ install/ complete :

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

Note:

i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

ii. The maximum amount of agreed liquidated damages shall be 10%.

iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

iv. Delivery period may be extended with or without liquidated damages if the delay in the delivery of services in on account of hindrances beyond the control of supplier.

6. The Penalties shall be implemented and deducted as per the SLAs defined in the RFP.

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

8. <u>In case of agreement with Supplier/service provider:</u>
"This agreement is being executed on behalf of M/s (Concerned Department)……., to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of M/s (Concerned Department)……. along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company."

9. <u>In case of MOU with Department/PSU</u>
"This MOU is being executed to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services (except management consultancy) will be delivered in the name of M/s (Concerned Department)……. along with invoices of supplied items, although payment will be made by RISL on behalf of M/s (Concerned Department)……."

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____day of _____, 2020.

Signed By:	Signed By:
( )	()

Designation:, Company:	Managing Director, RISL
In the presence of:	*In the presence of:*
( ) Designation: Company:	() Designation: RISL
( ) Designation: Company:	() Designation: RISL

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

Appeal No ……of ……

Before the …… (First/ Second Appellate Authority)

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

2. Name and address of the respondent(s):
    a. <please specify>
    b. <please specify>
    c. <please specify>

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