

2025

# RajCOMP Info Services Limited (RISL)

RFP for Rate Contract for Supply & Installation  
of SSL certificates for various websites/  
applications



**Request for Proposal (RFP) Document for Rate Contract for  
Supply & Installation of SSL certificates for various websites/ applications**

<b>Mode of Bid Submission</b>	Manual
<b>Procuring Authority</b>	Managing Director, RISL First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Last Date &amp; Time of Submission of Bid</b>	
<b>Date &amp; Time of Opening of Technical Bid</b>	

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

**RajCOMP Info Services Limited (RISL)**

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

Phone: 0141- 5103902 Fax: 0141-2228701

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

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## ABBREVIATIONS & DEFINITIONS

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	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.
<b>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	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.
<b>Bidding Document</b>	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
<b>BoM</b>	Bill of Material
<b>BoQ</b>	Bill of Quantity
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Chairman cum Managing Director, RISL in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Project Period</b>	The Rate contract shall commence from the date of agreement till 1 Year.
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DeitY, GoI</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Center
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
<b>GST</b>	Goods & Services Tax
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	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)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders

<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>Procurement Process</b>	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
<b>Procurement/ Public Procurement</b>	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
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. DoIT&C, GoR in this RFP document.
<b>Rate Contract</b>	A rate contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.
<b>Rate Contract Validity</b>	Rate Contract shall remain valid for a period of one (1) year from the date of signing of agreement under this Rate Contract.
<b>RISL</b>	RajCOMP Info Services Limited
<b>RVAT</b>	Rajasthan Value Added Tax
<b>Services</b>	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
<b>SLA</b>	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.
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works



<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>VAT/ CenVAT</b>	Value Added Tax/ Central VAT
<b>WO/ PO</b>	Work Order/ Purchase Order



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

Unique Bid No.: RIS2526GSRC00057

Ref No.: No. F4.16(06)/RISL/Tech/2025/4898

Dated:26.11.2025

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Managing Director, RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Designation: Technical Director &amp; Group Head, DoIT &amp; C</li> <li>Address: First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> <li>Email: <a href="mailto:shailendra@rajasthan.gov.in">shailendra@rajasthan.gov.in</a></li> <li>Designation: General Manager (Technical), RISL</li> <li>Address: First Floor, YojanaBhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> <li>Email: <a href="mailto:veerendra.risl@rajasthan.gov.in">veerendra.risl@rajasthan.gov.in</a></li> </ul>
<b>Subject Matter of Procurement</b>	RFP regarding Rate Contract for Supply & Installation of SSL certificates for various websites/ applications
<b>Bid Procedure</b>	Single-stage: two part (envelop) open tender
<b>Bid Evaluation Criteria (Selection Method)</b>	Low Cost Based Selection (LCBS) - Lowest evaluated technically responsive bid
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a> and <a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a></li> <li>Bidding document fee: Rs. 1000/- (Rupees One Thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	Rs.9 Lacs (Rupees Nine Lakh Only) (Incl. all Taxes and charges)
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): 2% of the estimated procurement cost, 0.50% for S.S.I. unit of Rajasthan, 1.0% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction <b>OR</b> As per government Prevailing rules and regulations.f</li> <li>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee, in specified format, of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Period of Sale of Bidding Document (Start/ End Date)</b>	From 02.12.2025 at 6:00 PM
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Manual</li> <li>Start Date: 02.12.2025 at 6:00 PM</li> <li>End Date: 10.12.2025, 04:00 PM</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee and Bid Security</b>	Till End Date: 10.12.2025, 03:00 PM
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>Date: 10.12.2025</li> <li>Time: 4:30 PM</li> <li>Place: RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Date/ Time/ Place of</b>	Will be intimated later to the Technically qualified bidders

<b>Financial Bid Opening</b>	
<b>Bid Validity</b>	180 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> <li>1) Bidder (authorised signatory) shall submit their offer manually for technical and financial proposal. However, DD for Tender Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and copy of same should also be enclosed along with the technical Bid/ cover.</li> <li>2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, as per NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.</li> <li>3) RISL will not be responsible for delay in submission of bid due to any reason.</li> <li>4) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</li> <li>5) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</li> <li>6) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</li> <li>7) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.</li> </ol>	

-Sd-

General Manager (Technical)

## **2. PROJECT PROFILE & BACKGROUND INFORMATION**

### **1) Project Profile**

Government of Rajasthan, as part of its on-going Information Technology (IT) reforms, envisions moving towards an e-enablement. It aims to utilize the benefits of Information Technology to bring about radical changes in the way various processes are carried out presently to improve the Accountability, Transparency & Effectiveness in Government administration. The ultimate objective is to arm the Government with IT enabled systems to assist them in carrying out their day-to-day functions to help deliver G2G, G2B and G2E services.

Department is leading various key projects of the State viz. Bhamashah, RajSampark, Development cell, Website cell, GIS cell.

Therefore, RISL intends to enlist and enter into a rate contract with competent and professional System Integrator (SI) for Supply & Installation of SSL Certificates for various websites/ applications through this tender. The Rate Contract is valid for One (1) year.

### 3. QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p><b>OR</b></p> <p>A company registered under Indian Companies Act, 1956 or Companies Act, 2013</p> <p><b>OR</b></p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p>	Copy of valid Registration Certificates OR Copy of Certificates of incorporation.
2.	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ITeS for last three financial years, i.e., 2021-22, 2022-23 & 2023-24 should be at least Rs. 10 Lacs.	CA Certificate with CA's Registration Number/ Seal bearing UDIN
3.	Financial: Net Worth	The net worth of the bidder, as on <b>31<sup>st</sup> March, 2024</b> , should be Positive.	CA Certificate with CA's Registration Number/ Seal bearing UDIN
4.	Technical Capability	The bidder must have successfully completed one work order of IT / ITeS of value not less than the amount of Rs. 10 Lakhs in India during the period from 01/04/2021 onwards.	<p>Copies of Work Order + Work completion / Phase Completion report from client.</p> <p>(Phase Completion/ Partial Completion report must state the amount (INR) for work completed)</p> <p><b>Note:</b> Date of the work orders should <b>NOT</b> be earlier than 01/04/2021.</p>
5.	Tax registration	The bidder should have a registered number of i. GST	Copies of relevant certificates of registration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		ii. Income Tax / Pan number.	
6.	Mandatory Undertaking	As per Annexure-5: Self-Declaration	A Self Certified letter

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

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

##### A. Details of work (SoW) for SSL Certificates

- a. RISL (Purchaser) invite proposal for Supply of items mentioned in Annexure — 1: Bill of Material (BoM).
- b. Supplier shall deliver all the items(deliverables) to RISL, Jaipur office. Electronic delivery is acceptable. *If required, the Bidder/OEM shall be responsible to provide remote assistance in the installation process.*
- c. Delivery timeline will be as per chapter-7.

S. No.	Milestone/ Phase	Project Activity/Scope of Work	Deliverables (Reports/ Docs./ Infra.)
1.	Supply & Installation	Completion of activity as mentioned in section 4. A	As per Chapter 7.1 Payment Terms and Schedule

## 5. INSTRUCTION TO BIDDERS (ITB)

### 1) **Sale of Bidding/ Tender Documents**

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

### 2) **Period of Validity of Bids**

- 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.
- 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.
- 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.

### 3) **Format and Signing of Bids**

- Bidders must submit their bids as mentioned in NIB.
- All the documents should be dully sealed and signed by the authorized signatory.**
- A Single stage-Two part/ cover system shall be followed for the Bid: -
  - Technical Bid, including fee details, eligibility& technical documents
  - Financial Bid
- The technical bid shall consist of the following documents: -

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

8.	Undertaking on Authenticity of Equip.	As per Annexure-6
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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-7
2.	Financial Bid - Format	As per BoQ format mentioned in this bid

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

#### 4) Cost & Language of Bidding

- 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.
- 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) Alternative/ Multiple Bids

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

#### 6) Bid Security

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

- 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.
- Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- 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.
- The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- 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.
- 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.
- The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed



confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

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

**7) Deadline for the submission of Bids**

- a) Bids shall be received and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified, 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.

**8) Withdrawal, Substitution, and Modification of Bids**

- a) If permitted, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure.
- b) Bids withdrawn shall not be opened and processes further.

**9) Opening of Bids**

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

#### 10) Selection Method:

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

#### 11) Clarification of Bids

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

#### 12) Evaluation & Tabulation of Technical Bids

##### a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
  - i. "deviation" is a departure from the requirements specified in the bidding document;
  - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

- iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
  - c. A material deviation, reservation, or omission is one that,
    - i. if accepted, shall:-
      - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
    - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
  - d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
  - e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) **Non-material Non-conformities in Bids**
  - a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
  - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
  - c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) **Technical Evaluation Criteria**

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

### 13) **Evaluation & Tabulation of Financial Bids**

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

- a) For two part/ coverBid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened 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.

#### 14) 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.

#### 15) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

#### **16) Exclusion of Bids/ Disqualification**

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

#### **17) Lack of competition**

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

- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

**18) Acceptance of the successful Bid and award of contract**

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

**19) 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.

**20) 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.



## 21) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - ii. 50% of the value of goods or services of the original contract.
- c) If the bidder quotes/ reduces its price to render similar goods, works or services at a price lower than the work order / rate contract price to anyone in the State at any time during the project, any additional order [repeat orders for extra items or additional quantities] shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under the project and the work order/ rate contract shall be amended accordingly. The bidder shall be responsible to intimate RISL about the price fall.

## 22) Price Fall

If the bidder i.e. rate contract holder quotes/ reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under the rate contract and the rate contract shall be amended accordingly.

## 23) Risk and Cost

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may terminate the contract and procure the required goods, services, or works from another source which is known as substitution. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority.

## 24) Work Order:

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

## 25) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) Currently the amount of performance security 5%, **OR** as per Government of Rajasthan prevailing rules and regulations, of the amount of supply order in case of procurement of goods and services.

In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.

- c) Performance security shall be furnished in any one of the following forms: -
- Bank Draft or Banker's Cheque of a scheduled bank;
  - National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
  - Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [a.] to [d.] of (c)above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
- When any terms and condition of the contract is breached.
  - When the bidder fails to make complete supply satisfactorily.
  - if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.
- h) Performance Security Deposit (PSD) amount shall be release only after successful completion of the contract/project.

**Note: -**

**Additional Performance Security. -**

- In addition to Performance Security as specified above, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-GRAS, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.  
For the purpose of this-
  - Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
  - Estimated Bid Value means value of subject matter of procurement mention in bidding documents by The Procuring Entity.
  - Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.



**26) Execution of agreement**

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

**27) Confidentiality**

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of bidders;
  - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
- e) Bidder has to sign Non-Disclosure Agreement with the tendering authority as per indicative format annexed as Annexure -15: Non-Disclosure Agreement.

**28) Cancellation of procurement process**

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

- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
  - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

## 29) Code of Integrity for Bidders

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

## 30) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;

- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

### 31) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :  
**First Appellate Authority** : Secretary / Principal Secretary, IT&C, Govt. of Rajasthan  
**Second Appellate Authority**: Secretary, Finance (Budget) Department, Govt. of Rajasthan.
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
  - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
  - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

- i. hear all the parties to appeal present before him; and
  - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### 32) Stay of procurement proceedings

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

### 33) Vexatious Appeals & Complaints

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

### 34) Offences by Firms/ Companies

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

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

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

### 35) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
  - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

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

### 36) Monitoring of Contract

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

### 37) Procurement Governing Act & Rules

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

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

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

### **Definitions**

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

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

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

### **1) Contract Documents**

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

### **2) Interpretation**

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



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

3) **Language**

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

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

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

5) **Eligible Goods and Related Services**

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

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

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

- b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
  - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

7) **Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

8) **Delivery & Installation**

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

9) **Supplier's/ Selected Bidder's Responsibilities**

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

10) **Purchaser's Responsibilities**

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



**11) Contract Price**

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

**12) Recoveries from Supplier/ Selected Bidder/ Authorised partner**

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

**13) Taxes & Duties**

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

**14) Sub-contracting**

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

**15) Confidential Information**

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

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

#### 16) **Specifications and Standards**

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b) **Technical Specifications and Drawings**
  - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

#### 17) **Packing and Documents**

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

additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

**18) Insurance**

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

**19) Transportation**

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

**20) Inspection**

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

**21) Samples**

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.

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

**22) Drawl of Samples**

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

**23) Testing charges**

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

**24) Rejection**

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

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

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

## 26) Freight

- a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the supplier's bill.
- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.
- d) Remittance charges on payment made shall be borne by the bidder.

## 27) Payments

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

## 28) Liquidated Damages (LD)

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

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

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

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

## 30) Settlement of Disputes:

- a) General: If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)
- Chairman of BoD of RISL : Chairman
  - Secretary, DoIT&C or his nominee,  
not below the rank of Deputy Secretary : Member
  - Managing Director, RISL : Member
  - Director (Technical)/ Executive Director, RISL : Member
  - Director (Finance), RISL : Member
  - A Legal Expert to be nominated by the Chairman : Member
- c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.
- 31) All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.
- 32) **Authenticity of Equipment**
- a) The selected bidder shall certify (as per Annexure-6) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said



description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

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

### 33) **Patent Indemnity**

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

- i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

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

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

### 34) **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.

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

**36) Change Orders and Contract Amendments**

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

**37) Termination**

**a) Termination for Default**



- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
  - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DoIT&C; or
  - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.

**b) Termination for Insolvency**

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

**c) Termination for Convenience**

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

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

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

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

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

## 7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

### 1) **Payment Terms and Schedule**

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

S. No.	Milestone/ Phase	Deliverables	Timelines (T= Date of WO)	Payable Amount
<b>SSL Certificate Payment Timeline</b>				
1.	Completion of Activity as mentioned in section 4. (A)	<ul style="list-style-type: none"> <li>Delivery Challan OR System Generated Receipt for ordered items</li> <li>SSL certificate.</li> </ul>	T+15 days	<p><b>A. For 1 year SSL certificate:-</b> 100 % of total work order value;</p> <p><b>B. For 3 year SSL certificate:-</b> In three equated instalments of total work order value, payable on delivery/installation, at the end of 1<sup>st</sup> year and at the end of 2<sup>nd</sup> year respectively.</p>

- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- i) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.
- j) Payment shall be processed only after successful installation of SSL by RSDC team/ application team. If any issue occurs during the installation of the SSL, then selected bidder shall resolve the issue in timely manner.

### 2) **Service Level Standards/ Requirements/ Agreement**

- a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.

- b) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

S. No.	Service Level	Penalty
1.	Within 12 hours of lodging the complaint	No penalty
2.	After 12 hours of lodging the complaint.	1% of item cost, per item per next 12 hours

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

Maximum applicable penalty shall be 10% of agreed value of item.

### 3) Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder/authorised partner. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) RISL may at any time, by a written order given to the bidder/authorised partner, make changes within the general scope of the Agreement in any one or more of the following: -
- Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
  - The method of deployment, shipping or packing.
  - Schedule for Installation Acceptance.
  - The place of delivery and/or the services to be provided by the bidder/authorised partner.
- c) The change request/ management procedure will follow the following steps: -
- Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL.
  - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder/authorised partner.
  - Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc. shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.

- Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
  - Verification of the change - The change will be verified by RISL on implementation of the change request.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by bidder only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.
- e) While approving any change request, if required, RISL may ask Bidder to deploy the required resources on-site.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RISL change order which shall not be unreasonably withheld or delayed.

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

Bidder shall Supply and Installation of SSL Certificates as mentioned below: -

<b>S. No.</b>	<b>OEM / Item</b>	<b>Tentative Qty</b>	<b>Compliance (Yes/No)</b>
1.	Organization Validated SSL Certificate: Single Domain (SSL certificate for 1 year)	40	
2.	Organization Validated SSL Certificate: Single Domain (Multi-year SSL certificate – 3 year)	60	

**Note: -**

- a.** For above mentioned items under Annexure-1: BOM
  - i. Item shall be provided with OEM Support & validity of the duration as mentioned.
  - ii. The quantity mentioned in the BoQ is tentative and to evaluate the L1 bidder only. Department can place order in any combination of the quantity of 1 year / 3 year ssl certificate.
- b.** Licenses shall be in the name of ‘Commissioner, Department of Information Technology and Communications, Government of Rajasthan’.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

## **ANNEXURE-2: TECHNICAL SPECIFICATIONS**

### **Item : SSL Certificate**

Item 1 : Organization Validated SSL Certificate : Single Domain SSL

<b>Make and Model:</b> (Need to be filled by the bidder)			
<b>S No</b>	<b>Item</b>	<b>Description</b>	<b>Compliance (Y/N)</b>
1.	<b>Single Domain SSL</b>	Unlimited Server Licenses at no extra cost + Secure www & non-www domains	
2.		Full business validation	
3.		FREE lifetime, self-service re-issues	
4.		Installation Support Available	
5.		OEM Support & validity of the duration as per multi-year plan (1 year and 3 year)	

Note:

1. The quoted components must be supplied as per mentioned validity & support.
2. Preferred OEMs for SSLs are Comodo, Sectigo, RapidSSL, Thawte, GeoTrust, DigiCert, GoDaddy.
3. The quantities are tentative and may increase or decrease as per requirement of the purchaser.
4. *All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/ required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations. **The bidder is required to submit the technical compliance statement for each item on the respective OEM's letter-head OR email from OEM.***

**ANNEXURE-3: Bidder's detail** [to be filled by the bidder]

<b>Name of the Bidding Company/ Firm:</b>			
<b>Contact Person(Authorised Bid Signatory):</b>			
<b>Correspondence Address:</b>			
<b>Mobile No.</b>		<b>Telephone &amp; Fax Nos.:</b>	
<b>Website &amp; E-Mail:</b>			
<b>Bidding document Fee (Tender Fee) details</b>	<ul style="list-style-type: none"> <li>• Amount:</li> <li>• D.D. No.:</li> <li>• Date:</li> <li>• Bank:</li> </ul>		
<b>Bid Security (EMD) details</b>	<ul style="list-style-type: none"> <li>• Amount:</li> <li>• D.D./ BC/BG No.:</li> <li>• Date:</li> <li>• Bank:</li> </ul>		
<b>Legal Entity (Please tick mark)</b>	Proprietorship firm/A company registered under Indian Companies Act, 1956/ A partnership firm registered under Indian Partnership Act, 1932		
<b>Financial: Turnover from IT/ ITeS</b>	Annual Turnover of the bidder from IT/ ITeS for (as per the published audited accounts): <ul style="list-style-type: none"> <li>• 2021-22</li> <li>• 2022-23</li> <li>• 2023-24</li> </ul>		
<b>Technical Capability</b>	<ul style="list-style-type: none"> <li>• WO No.:</li> <li>• Issuing Agency:</li> <li>• WO Date:</li> <li>• WO Value:</li> <li>• Work Completion Certificate date: OR Invoice Date:</li> <li>• Type of work:</li> </ul>		
<b>Tax registration No.</b>	<ul style="list-style-type: none"> <li>• GST Registration No.:</li> <li>• PAN number.:</li> </ul>		



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

To,

{Procuring entity},

\_\_\_\_\_ ,

\_\_\_\_\_ ,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-5: SELF-DECLARATION** (to be filled by the bidder)

To,

{Procuring entity},  
\_\_\_\_\_

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

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

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

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

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

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

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

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

**OR**

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-6: UNDERTAKING ON AUTHENTICITY OF EQUIPMENTS****{To be filled by the bidder(On Rs. 100/- Non-judicial stamp paper)}**

To,  
{Procuring Entity},  
\_\_\_\_\_

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

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

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

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

Authorized Signatory

Name:

Designation:

**ANNEXURE-7: FINANCIAL BID COVER LETTER & FORMAT**

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

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

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

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

### Financial Bid Format (BoQ)

{to be submitted by the bidder only in BoQ format }

Sr . N o	Name of Item	Qty	Unit Rate includin g all taxes, Govt. levies and duties but except GST	Applic able GST '(in Rs.)	Unit Rate includi ng all taxes & GST (in Rs.)	Total Amount includiv e of all taxes, levies and GST
1	2	3	4	5	6=4+5	7 = 6 x 3
1.	Organization Validated SSL Certificate: Single Domain (SSL certificate for 1 year)	40				
2.	Organization Validated SSL Certificate: Single Domain (Multi-year SSL certificate – 3 year)	60				
<b>Total Amount (In Figures):</b>						
<b>Total Amount (In Words):</b>						

#### NOTE:

- GST rate should be as per prevailing rates.
- The quantity mentioned in the BoQ is tentative and to evaluate the L1 bidder only. Department can place order in any combination of the quantity of 1 year / 3 year ssl certificate.
- The Rate Contract shall be awarded to the L1 bidder.
- Bidders are expected to quote for all the item categories mentioned in above table. In case a bidder does not quote for any of the item category, the bid shall be summarily rejected.
- In case a bidder fails to indicate the amount of GST, in the prescribed column then the bid value shall be calculated without including the component of GST for the purpose of bid evaluation, and total bid price shall be considered accordingly.

**ANNEXURE-8: BANK GUARANTEE FORMAT** {to be submitted by the bidder's bank only if bank guarantee submission is allowed in this bidding document}**BANK GUARANTEE FORMAT – BID SECURITY**

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

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

Sir,

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

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

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

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



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

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

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

(Designation) .....

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

In presence of:

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

(1) .....

.....

(2) .....

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

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

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

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.

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

**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

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

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

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....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)

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

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

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. ....and RFQ i.e. Final RFQ document issued by RISL along with its enclosures/ Annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by the RISL to the Successful Bidder at the rates set forth in the Work Order No. \_\_\_\_\_ dated \_\_\_\_\_, the Successful Bidder will duly provide the related services in the manner set forth in the RFQ, along with its enclosures/ annexures along with subsequent clarifications submitted by the Successful Bidder.
3. The RISL do hereby agrees that if the Successful Bidder shall duly provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFQ and Contract, the purchaser will pay or cause to be paid to the Successful Bidder, at the time and the manner set forth in the said conditions of the RFQ, the amount payable for each and every milestone & deliverable. The mode of Payment will be as specified in the RFQ document.

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

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

Note:

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

In witness whereof the parties hereto have set their hands on the \_\_\_\_ day of \_\_\_\_ (Year).

Signed By:	Signed By:



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



**ANNEXURE-10: 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:&lt;please specify&gt;

## 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:&lt;please specify&gt;

## 5. Number of affidavits and documents enclosed with the appeal:&lt;please specify&gt;

## 6. Grounds of appeal (supported by an affidavit):&lt;please specify&gt;

## 7. Prayer:&lt;please specify&gt;

Place .....

Date .....

Appellant's Signature

**ANNEXURE-11: FORM OF BID-SECURING DECLARATION**

{To be filled by the Govt./PSU/Department only as per RFP}

(Required to be submit with technical bid and in physical as mentioned in NIB)

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

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

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

Name of the Bidder:

Name of Authorised Signatory:

Sign of the Authorised Signatory

Seal of the Organization: -

Date:

Place:

## **ANNEXURE-12: INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT**

### **CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

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

#### **BETWEEN**

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

#### **AND**

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

#### **WHEREAS**

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

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

##### **1.1. "Confidential Information" shall mean**

- a) any and all information concerning Rajasthan State Data Centre (RSDC) or any other successor,
- b) any and all trade secrets or other confidential or proprietary information related and hosted in State Data Centre (SDC)
- c) Passwords of IT/Non IT equipments of SDC, user identifications, or other information that may be used to access information systems, networking diagrams, technical specifications of IT/Non IT equipments, policies of firewall/IDS/IPS /routers /switches and information hosted on IT equipments in Rajasthan State Data Centre (RSDC)

##### **1.2. Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related or hosted with Rajasthan State Data Centre (RSDC) and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.**

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

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

## 3. Business Obligation:

- 3.1. During the complete contract period and even after 3 years of the expiry of the agreement, the successful bidder shall not
- Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
  - Use Confidential Information for its own benefit or for the benefit of any person or entity other than the RISL, without the prior written consent of the RISL.
- 3.2. Whereas, the RISL as a matter of policy and with a view to operate and maintain SDC has given order to the successful bidder Work Order No for \_\_\_\_\_ at Yojana Bhawan, Jaipur for a period of \_\_ year as specified in the service level agreement (SLA).

3.3. Whereas, the RISL under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of successful bidder), had entered into an agreement with the successful BIDDER that the second party shall not divulge such information either during the course of the life of this agreement or even after the expiry of the agreement.

3.4. Whereas, the successful bidder has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the successful bidder shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.

3.5. whereas, the successful bidder having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the successful bidder shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the risl and if this is violated, the risl shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

3.6. Whereas, the RISL shall have the entire control over the functioning of the Successful bidder and the successful bidder shall work according to the instruction of the RISL and in case if this is violated by the successful bidder in any mode or manner, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

3.7. Whereas, if the successful bidder permits any person or persons without permission of the RISL to have –

- a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
- b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipments or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;
- c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
- d. Denies or causes the denial of access to any authorized person of the RISL to have access to any computer system or computer network by any means;

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

3.8 successful bidder shall report to RISL any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by RISL. Successful bidder shall make the report to RISL within not less than one (1) business day after successful bidder learns of such use or disclosure. Successful bidder's report shall identify:

- a) The nature of the unauthorized use or disclosure,
- b) The confidential and/or proprietary information/data used or disclosed,
- c) Who made the unauthorized use or received the unauthorized disclosure,
- d) What successful bidder has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and

- e) What corrective action successful bidder has taken or shall take to prevent future similar unauthorized use or disclosure.

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

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

#### 4. **Dispute Resolution:**

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

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

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