

Request for Proposal (RFP) for hiring services of a registered Chartered Accountancy firm under e-Mitra project for three years period.

F2.1(109)/RISL/ACCT/2024-25/2425

Dated: 27-06-2024

Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Bid Submission Start Date	28/06/2024 at 03:00 PM
Last Date & Time of Submission of Bid	19/07/2024 at 03:00 PM
Date & Time of Opening of Technical Bid	19/07/2024 at 05:00 PM

Bidding Document Fee: Rs. 1500/- (Rupees One Thousand five hundreded only)

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

RajCOMP Info Services Limited (RISL)

First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.) Phone:
0141- 5103902 Fax: 0141-2228701 Web: <http://risl.rajasthan.gov.in>, Email:

kaushal.risl@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement Entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
CA	Chartered Accountant
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order for a period of 3 Years after signing of agreement.
Day	A calendar day as per GoR/ Gol.
DeitY, Gol	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). eGRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may

	be deposited online using this website: https://e gras.raj.nic.in/
Go/ GoR	Govt. of India/ Govt. of Rajasthan
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RISL	RajCOMP Info Services Limited
RVAT	Rajasthan Value Added Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties

	wherein one is the customer and the other is the service provider. It is a a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

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

F2.1(109)/RISL/ACCT/2024-25/2454
 Unique Bid No: RIS2425SLOB00027
 NIB Code : RIS2425A0027

Date: 27/06/2024

Name & Address of the Procuring Entity	<input type="checkbox"/> Name: RajCOMP Info Services Limited (RISL) <input type="checkbox"/> Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<input type="checkbox"/> Name: Sh. Kaushal Suresh Gupta <input type="checkbox"/> Designation: Manager (Finance) <input type="checkbox"/> Address: Room No. 113, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) <input type="checkbox"/> Email: kaushal.risl@rajasthan.gov.in
Subject Matter of Procurement	Hiring services of a registered Chartered Accountancy firm under E-Mitra Project in RISL for a period of three years through open tender
Bid Procedure	Single-stage: Two Part Open competitive e-bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<input type="checkbox"/> Websites: http://sppp.raj.nic.in , http://eproc.rajasthan.gov.in , http://www.rajasthan.gov.in , http://risl.rajasthan.gov.in http://doitc.rajasthan.gov.in/ <input type="checkbox"/> Bidding document fee: Rs. 1000/- (Rupees One Thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". <input type="checkbox"/> RISL processing fees: Rs.1500 (One thousand Five Hundred only) in Demand Draft/Bankers Cheque in favour of Managing Director, RISL
Period of Sale of Bidding Document	28.06.2024 at 04:00 PM to 19.07.2024 03:00 PM
Estimated Procurement Cost	Rs 75,60,000/- (INR Seventy Five lakh Sixty Thousand only), excluding applicable GST
Bid Security/PSD and Mode of Payment	<input type="checkbox"/> EMD, Amount (INR): Rs 1,51,200/- (Shall be given at the time of submitting bid) <input type="checkbox"/> PSD (INR): 5 % of the work order/LOI, value <input type="checkbox"/> Mode of Payment: A Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank.
Manner, Place & Deadline for the submission of Bids	<input type="checkbox"/> Manner: Online at e-proc website (http://eproc.rajasthan.gov.in) <input type="checkbox"/> Deadline: 19.07.2024 at 03:00 PM
Pre-Bid meeting date and time	<input type="checkbox"/> Date and Timings: 08/07/2024 at 3:00 PM,
Date/ Time/ Place of Technical Bid Opening	<input type="checkbox"/> Date: 19.07.2024 <input type="checkbox"/> Time: 05:00 PM <input type="checkbox"/> Place: First Floor, Board Room, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

Kaushal
 27/6/24



Note:

- 1) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
- 2) 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.
- 3) 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.
- 4) 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.

Date: 27-06-2024

1 unit
27/6/24
Manager (Finance)
RajCOMP Info Services Limited (RISL)
Jaipur (Rajasthan)

2. PROJECT PROFILE & BACKGROUND INFORMATION

Project Background

- 2.1) RajCOMP Info Services Ltd., (hereinafter called as “RISL”) on behalf of Department of IT&C (DOIT&C) seeks services from a reputed, competent, professional and registered Chartered Accountancy firm, who can execute the role and responsibilities as mentioned in the scope of work for carrying out reconciliation of funds received and distributed along with preparation of various general and exception reports relating to online transactions whereby funds are collected using bank payment gateways or directly from customers for service delivery on behalf of various government departments and maintain a day to day control over financial activities under RajOnline (eMitra) project.
- 2.2) e-Mitra Project provides a platform using Information and Communication Technologies (ICT) based kiosks for efficient, effective, accountable and transparent delivery of various G2C and B2C services to urban and rural citizens in all 50 Districts of Rajasthan including:
 - a. Collection of dues on behalf of DISCOM's, PHED, Mobile service providers, BSNL etc.,
 - b. Online submission of forms and fees for various examinations conducted for recruitment services and admission to academic courses by Government departments/ PSUs, Academic institutions, etc.
 - c. Submission of Grievances/ Information Retrieval
 - d. Delivery of Digitally Signed Certificate Services
 - e. Working as a Corporate BC on behalf of banks.
- 2.3) The project is being implemented on a 3 tier model using Public-Private Partnership (PPP). The first level is that of RISL. At the second level, there are Local Service Providers selected through open tendering process by RISL/DoIT&C & at the third level is the eMitra kiosk holders selected by Local Service Providers.
- 2.4) More than 80000 urban and rural kiosks are providing services under eMitra project throughout the year. These kiosks provide a wide range of citizen friendly services of different Government departments/ PSUs under one roof so that the citizens do not have to run around various government departments.
- 2.5) The services are provided through internet based application by the kiosk entrepreneurs, who are appointed through Local Service Providers (LSP's); who are the private partners under these schemes.

- 2.6) To implement and monitor the project at the district level, the State Government has also established District e-Governance Societies (DeGS) in each District under the chairmanship of respective District Collector.
- 2.7) New services are being added regularly to the service basket of eMitra Application and departments have been mandated to route their services through CSC/eMitra network, which has significantly increased the number of transactions.
- 2.8) Currently, more than 500+ services for various government departments/ PSUs/ private service providers are being offered through eMitra serving close to 60 lakh citizens per month with a revenue collection of around Rs 300 Crores.

Project Objectives

- 2.9) E-Mitra, being a multi-stakeholder project, involves huge flow of money between all stakeholders in terms of revenue collected and commission earned for all services.
- 2.10) Following payment gateways are also integrated with eMitra to facilitate online payment and online fund transfer through eMitra portal:
- a. Bill Desk – Payment Gateway aggregator (covering almost all banks)
 - b. SBBJ Bank
 - c. ICICI Bank
 - d. Axis Bank.
 - e. HDFC Bank
 - f. PNB
 - g. BOB
 - h. Yes Bank (Aggregator and internet banking both)
 - i. Kotak Mahindra Bank
 - j. Pay U
 - k. Paytm
 - l. Etc.
- 2.11) RISL seeks services from a reputed, competent, professional and registered Chartered Accountancy firm in order to ensure complete end-to-end & real-time reconciliation of accounts for funds collected and distributed amongst all stakeholders under eMitra project and timely realization of RISL (RajOnline) money towards commission charges on day to day basis.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a Chartered Accountant partnership firm registered with the Institute of Chartered Accountants of India (ICAI) and empanelled with Comptroller and Auditor General of India (C&AG), having its Head Office at Jaipur.	- Copy of ICAI status certificate and empanelment with C&AG
2.	Financial: Revenue	Average Annual Revenue of the bidder from Chartered Accountancy services during last three financial years, till 31 st Mar 2023 (as per the last published audited balance sheets), should be at Least Rs. 100 lacs.	CA Certificate with CA's Registration Number/ Seal
3.	Work Experience	<ol style="list-style-type: none"> Bidder should be registered with ICAI for more than 20 years. Firm should be peer reviewed having certificate from ICAI. Bidder firm should have 10 years' experience of statutory audit (including branch audit) of any PSU/ Govt. undertaking /Government company having minimum yearly turnover /receipts of Rs. 100 crore duly appointed by CAG under Companies Act, 2013. 	<p>Copy of ICAI status Certificate</p> <p>Annexure-9 per project reference & Work Completion Certificates from the client; OR</p> <p>Work Order + Self Certificate of Completion</p>
4.	Tax registration and declearance	The bidder should have a registered number of <ol style="list-style-type: none"> GSTIN Income Tax / Pan number 	Copies of relevant certificates of registration
5.	Manpower Strength	<ol style="list-style-type: none"> Bidder should have at least two CISA/DISA qualified partners. Bidder should have at least five partners (Three of them should be FCA) at its Jaipur office and 8 partners overall as on 31.03.2023 and audit staff strength including minimum 20 article assistants/paid staff at Head Office. 	Copy ICAI status certificate and self-certificate for Manpower strength as required
4.	Mandatory Undertaking	<p>Bidder should: -</p> <ol style="list-style-type: none"> not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; 	A Self Certified letter as per Annexure-4:Self-Declaration

		<p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document</p> <p>d) comply with the code of integrity as specified in the bidding document</p>	
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Note: All firms are advised to upload complete documents on e-procurement at once, after opening of technical bid new documents will not be entertained.

3.2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -

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

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

RISL seeks services from a reputed, competent, professional and registered Chartered Accountancy firm, who can execute the role and responsibilities as mentioned in the scope of work for carrying out reconciliation of funds received and distributed along with preparation of various general and exception reports relating to online transactions whereby funds are collected using bank payment gateways or directly from customers for service delivery on behalf of various government departments and maintain a day to day control over financial activities under RajOnline (eMitra) project for a period of three years.

4.1) The work order would be issued initially for a period of one year and would be renewed subsequently on the basis of satisfactory performance of the service provider.

4.2) The Chartered Accountancy firm shall be responsible for carrying out overall accounting and reconciliation of funds received and distributed under eMitra project. More than 250 services of approx. 80-90 departments are being delivered through a network of 80000 kiosks in the urban and rural areas of 50 districts of Rajasthan along with online delivery through E-Mitra portal using multiple payment gateways covering almost all banks.

4.3) The scope of work broadly covers LSP/ DeGS/ department/ service wise account reconciliation for:

- Per day transactions on eMitra portal both old E-mitra portal and New E-Mitra portal and their entries in books of accounts of RISL, on daily basis.
- Fund transfer between stakeholders,
- Credit limit Management for LSP/SCA/ Kiosk holders,
- Commission charges payout to LSP/ SCA/ DeGS/ RISL,
- Penalty/ interest calculation on payments made to various departments if payment not made as per the payment term specified in MOU,
- Penalty/ interest calculation on payments made to various LSP/SCA if fund not transferred as per the payment term specified in MOU,
- Invoice generation for all departments/ 33 Districts/ RISL,
- **Generation of Invoices as prescribed in upcoming Goods and Service Tax**
- **Preparation of data of all invoices raised in GST return format so that same would be compiled with GST return of RISL**
- Monthly invoice validation of LSP/ SCA/ DeGS for disbursement of commission amount by taking reference of prevailing GST law and correspondently their entries in books of accounts of RISL, on daily basis.
- Preparation of various MIS report for fund transfer/ commission charges/ invoices,

- Calculation of Service Tax, TDS and GST to be deposited with concerned department and their entries in books of accounts of RISL on monthly basis so that payment of statutory liability can be made on time.
- Assistance in issuance of TDS Certificate to LSP/ SCA, DeGS.
- **Assistance in issuance of GST certificate, if required.**
- Collection of TDS certificate from concerned departments who have deducted TDS and the same is to be provided to accounts section of RISL before due date.
- Maintenance of Books of accounts in respect of accounting entries pertains to transaction on E-Mitra Portal (Both Old and New)
- Any other work as assigned by project OIC and Finance Officers.

4.4.1) RECONCILIATION WITH BANKS AND PAYMENT GATEWAYS:

Internet Based (Online) Transaction pertaining to bill payment, fee deposition and other services happen through various payment gateways integrated with eMitra portal. Any customer can make anywhere anytime payment using internet for the services availed through eMitra.

The selected bidder shall reconcile the accounts for online payment transactions (collection & distribution of funds) through payment gateway integrated with eMitra (and any other payment gateway that will be integrated with eMitra in future) and collection directly from customers and shall:

- a. Verify and match all Real time credits received in SBBJ Bank/ICICI Bank / Axis Bank / Bill Desk/ any other Bank account with Transactions on eMitra portal.
- b. Verify payments through Payment gateway credited to Service Provider's accounts on Real Time Basis/T+1 settlement basis, whether in excess / shortage, as per eMitra portal.

Various payment gateways integrated with eMitra are:

1. ICICI Bank
2. Axis Bank
3. PNB
4. BOB
5. HDFC
6. UBI
7. SBI
8. Yes Bank
9. SBBJ
10. Kotak Mahindra Bank
11. Billdesk (Aggregator)
12. PayU (Aggregator)
13. PayTm (Aggregator)

All the money collected through these above payment Bank gateway is transferred to a centralized bank account of RISL. After reconciliation, this money is transferred to RISL-Rajonline account by Various Banks on T+1 by NEFT/ RTGS.

To verify refund cases for failed transactions: In case of a failed transaction, the amount is to be refunded to the applicant along with manual updation for such failed transactions on eMitra portal before the money is transferred to all DeGS after reconciliation.

The account reconciliation is to be completed on T+1; after Day-end Technical reconciliation on eMitra server and before the amount is further disbursed to Rajonline. Also, amount credited by ICICI Bank in Rajonline account is to be matched with the number of successful transactions and the revenue collected as per eMitra portal.

In case of payment aggregators All money collected using Payment gateway is transferred to a single aggregator account, which is further transferred to Rajonline account on T+1. Therefore, total amount collected through aggregator gateway should be matched with that of total amount disbursed to all districts on daily basis. Also, time period for fund transfer is to be monitored as per the SLA.

Penalty will be imposed in case of delay in fund transfer by that aggregator or fund not transferred as per the term specified in agreement.

4.4.2) ONLINE FUND TRANSFER/ CREDIT LIMIT MANAGEMENT

- i. Fund transfer to respective stakeholders under eMitra project takes place through Online Fund Transfer module on eMitra.
- ii. Online Fund Transfer has also enabled online and real-time release of credit limit to the LSP/ SCAs and the kiosk holders on transfer of funds to the destination account as per pre-defined timelines.
- iii. The selected bidder shall keep a check on credit limit released in proportion to the funds transferred to concerned destination accounts and shall submit a weekly report for credit limit updation -day/ district/ LSP/ SCA/ kiosk wise.
- iv. Also, debited and credited accounts are to be matched respectively for amount of funds transferred to ensure complete end-to-end reconciliation and time period for fund transfer is required be monitored as per SLA. The service provider shall submit a monthly report regarding compliance of SLA for fund transfer and coordinate with BillDesk, ICICI Bank and other payment gateways for ensuring complete reconciliation.
- v. The selected bidder shall maintain a record of fund transfer timelines for all services/ departments as per the agreements signed and calculate penalties/ interest on delayed payments. The service provider shall submit a monthly report for penalty/ interest calculation, if applicable.

4.4.3) Reconciliation with Line Departments/ Service providers (Commission Charges)

Per transaction commission charges are paid by the concerned department/ service provider whose services are being provided through eMitra. The commission charges are shared between RISL, DeGS, LSP/SCA and the kiosk holders as per the agreement signed between RISL and service provider and between LSP/SCA and the kiosk holder.

The selected bidder shall calculate RISL commission charges (District & Service Wise) on a monthly basis as per MoU. To realize this money, RISL is required to submit invoices to all Service Providers on monthly basis. The selected bidder shall raise the invoices on behalf of RISL, as per the transaction report from eMitra and rates as per agreement signed with the concerned Line Department. The selected bidder shall submit a compliance report after reconciliation of payments received against invoices raised.

The selected bidder shall also carry out day-to-day reconciliation of funds with respective District e-Governance Societies.

The per transaction commission charges for delivery of services through e-Mitra portal will be shared between RISL/DeGS & the Local Service Provider (LSP) as per the slab mentioned below:

Table 1: Present Revenue Sharing Structure		
Total Commission* (per kiosk per month, in Rs)	RISL/ DeGS's share	Service Provider & e-Mitra Kiosk's share
0 – 5000	0%	100%
Above 5000	15%; subject to a maximum of Rs 2,000/- per kiosk per month	85%

* Inclusive of all taxes & levies.

Service Provider & e-Mitra Kiosk's share [100% (0-5000 commission per kiosk per month) or 85% (Above 5000 commission per kiosk per month)] will be further distributed between kiosk, LSP and RISL as defined below:

Table 2: Revenue Sharing Structure from existing "Service Provider & e-Mitra Kiosk's share"					
S No	Criteria		Revenue sharing between Kiosk, LSP and RISL from existing "Service Provider & e-Mitra Kiosk's share"		
	Urban [Kiosk transacting for at least these days in a month (Min. no. of transactions per day by that kiosk)]	Rural [Kiosk transacting for at least these days in a month (Min. no. of transactions per day by that kiosk)]	Kiosk Share	LSP share	RISL
1	All Days (Min. 30 transactions per day)	25 Days (Min. 10 transactions per day)	85% + 5%**	15%	-
2	25 Days (Min. 30 transactions per day)	20 Days (Min. 10 transactions per day)	85%	15%	-
3	20 Days (Min. 20 transactions per day)	20 Days (Min. 5 transactions per day)	80%	20%	-
4	15 Days (Min. 20 transactions per day)	15 Days (Min. 5 transactions per day)	75%	25%	-
5	Kiosks not covered in S. No. 1 to S. No. 4		75%	20%	5%**

Above rates are inclusive of all taxes & levies.

** Incentive of 5% to kiosks mentioned in line item 1 is subject to the additional income of RISL generated by penalizing LSP as per line item 5.

RISL / DeGS's share as defined in Table 1 will remain unchanged.

Clause 5.1(iv) w.r.t above revenue sharing pattern will be implemented in new e-Mitra and will be effective from 01st May 2016.

4.4) Reconciliation with Departments/ Service providers

All money collected using Payment gateways is transferred to designated bank accounts, which is further transferred to concerned department as per the time mentioned in MOU. Therefore, total amount collected through above gateways should be matched with that of total amount disbursed to all Department on daily basis. Also, time period for fund transfer is to be monitored as per the SLA.

4.5) Interest Calculation against the LSP's for Delay in Fund Transfer

Selected Bidder shall monitor all money collected through LSP's to be timely transferred in centralized Rajonline account as per SLA. In case of delay in fund transfer, the selected bidder shall work upon to calculate the interest as per the terms and conditions of the MoU with concerned service provider.

4.6) Checking of bills received by various LSP's /DeGS

Selected Bidder shall check the bills received from various LSP/ DeGS's as per their share of commission charges, GST & TDS on monthly basis as per the terms and conditions of the MoU with concerned service provider.

4.7) Reconciliation of funds being received under E-Bazaar project.

Selected bidder shall reconcile the funds being received under E-Bazaar project and prepare the report on fund transfer between stakeholders on daily basis and submit it to OIC E-bazaar so that funds can get transferred to supplier/department, timely. Along with report on fund transfer, following associated work shall also be done by bidder:

- Credit limit Management for supplier/department
- Commission charges payout to RISL
- Penalty/ interest calculation on payments made to various supplier/department, if required.
- **Generation of Invoices as prescribed in upcoming Goods and Service Tax**
- **Preparation of data of all invoices raised in GST return format so that same would be compiled with GST return of RISL.**
- Calculation of Service Tax, TDS and GST to be deposited with concerned department and their entries in books of accounts of RISL on monthly basis so that payment of statutory liability can be made on time.
- Assistance in issuance of TDS Certificate to LSP/ SCA, DeGS.
- **Assistance in issuance of GST certificate, if required.**
- Collection of TDS and GST certificates from Supplier/ concerned departments who have deducted TDS and GST and same is to be provided to accounts section of RISL before due date.
- Any other work as assigned by project OIC and Finance Officers.

4.8) Other MIS Reports:

- i. In addition to above mentioned reconciliation related reports, the service provider shall also provide Exception reports regarding any alarming situation that needs immediate attention/ correction.
- ii. The service provider shall, based on its finding, submit a quarterly recommendation report mentioning areas of improvement.
- iii. The service provider shall also submit similar reconciliation reports for any other bank/ payment gateway which would be integrated with eMitra at a later stage.
- iv. The service provider shall submit other reconciliation related MIS reports as required by Project OIC.

The indicative formats for daily/ monthly reports are enclosed at Annexure-12.

4.9) Micro ATM & Pinelabs

- i. Checking of file downloaded from merchant portal
- ii. Settlement date wise Matching of data with bank on daily basis
- iii. Validate the fund received from various kiosks (through Micro atm/ Pinelab Machine) and then checking of transfer of fund:-
 - The payment process further bifurcate in three parts as follow:
 - a) Payment in respect of commission on cash transactions
 - b) Payment to various kiosks
 - c) Payment w.r.t. sale transactions
- iv. Preparation of Monthly Bank reconciliation statement of fund received in SBI/BOB/UBI/PNB through micro Atm/Pos machine.
- v. Checking of Commission and GST received on Cash transaction and then transfer the commission to various entities.
- vi. Validate the fund received w.r.t. Pinelabs transactions in various banks with TRM Report and MIS Bank data.

Note: All the reports shall be verified by Project OIC or his nominated officer before final submission. The report formats are subject to change as per project requirement. However, any changes shall be done to ensure 100% reconciliation of accounts under eMitra project.

4.10) Deliverables and Time Schedule

Table 4.10: Deliverables and Time Schedule			
S.No	Project Activity	Deliverable	Periodicity
1	Accounting and Reconciliation under eMitra Project, including: 1. Reconciliation With Banks 2. Online Fund Transfer/ Credit Limit Management 3. Reconciliation with Line Departments/ Service Providers 4. Other MIS Reports	Monthly Compliance report for submission of Account reconciliation reports as mentioned in Scope of work & at Annexure-12; verified by OIC E-mitra and Manager (Finance)	Within 5 days of next month.

2.	Accounting Entries of transactions executed on E-Mitra portal and in Bank accounts.	Monthly Compliance Report duly verified by Manager (Finance)	Entries should be made on daily basis
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4.11) Resources: The selected bidder shall depute at-least 1 qualified Chartered Accountant having 2 years post qualification experience and minimum 8 supporting staff having graduate degree in commerce stream/ or pursuing Chartered Accountant at RISL for day-to-day reconciliation work under e-Mitra project (All of the 8 supporting staff should be paid employees).The services shall normally be manned on all days except Govt holidays from 9:30 AM to 6:30 PM.

4.12) **Period of Service:** Three years

4.13) Estimated cost of procurement: 75,60,000/- (Excluding applicable GST), for three Year period.

4.14) Roles & Responsibilities-

4.14.1 Selected Bidder’s Responsibilities

- a) The selected bidder shall sign an agreement with RISL within 15 days from date of Letter of Intent (LOI).
- b) The selected bidder shall deliver services included in scope of work in accordance with the provisions of bidding document and/ or contract.
- c) The selected bidder shall submit the requisite deliverables within the specified time.

4.14.2 Purchaser’s Responsibilities

- a) The Purchaser shall perform all its responsibilities in accordance with the general conditions of the contract.
- b) The purchaser will approve or communicate the changes in the various documents within 15 days after submission. The selected bidder has to incorporate all changes suggested by RISL.

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

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

2) Changes in the Bidding Document

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

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

3) Period of Validity of Bids

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

4) Format and Signing of Bids

- a) The bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- b) The bid shall be typed or written in ink and it's all the pages shall be signed by the bidder or a person duly authorised to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorisation shall consist of a written confirmation as per "Annexure-5: Certificate of Conformity/ No-Deviation" of the bidding document and shall be attached to the technical bid.
- c) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

5) Sealing and Marking of Bids

- a) Bidders may submit their bids by post or by hand delivery in one large single envelope.
- b) The inner and outer envelopes shall: -
 - a. bear the name and complete address along with telephone/ mobile number of bidder;
 - b. bear complete address of the procuring entity with telephone number, if any;
 - c. bear the specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document; and
 - d. bear a warning not to be opened before the time and date for bid opening, in accordance with the NIB.
- c) If all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
- d) A Single stage-Two part/ envelope system shall be followed where: -

- a. Technical Bid, including fee details and all the eligibility documents, should be enclosed in one sealed envelope
 - b. Financial Bid should be enclosed in second sealed envelope
 - c. The envelopes containing the technical and financial bid shall then be enclosed in one large single outer envelope.
- e) The technical bid, including all the eligibility documents, shall consist of the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory
Fee Details		
2.	Bidding document Fee (Tender Fee)	Proof of submission
3.	Bid Security	Instrument/ Proof of submission
Eligibility Documents		
4.	Bidder's Authorisation Certificate	As per Annexure-3
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
Technical Documents		
6.	Certificate of Conformity/ No Deviation	As per Annexure-5

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

S. No.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory
2.	Financial Bid – Format	As per Annexure-6

6) Cost & Language of Bidding

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

7) Alternative/ Multiple Bids

Alternative/ Multiple bids shall not be considered at all.

8) Bid Security

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

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

9) Deadline for the submission of Bids

- a) Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place 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 and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the bids receiving and opening authority, the last date of submission or opening of bids is a non-working day, the bids shall be received or opened on the next working day.

10) Late Bids

- a) The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.

- b) Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as “Late” and returned unopened to the bidder by registered post.

11) Receipt and Custody of Bids

- a) The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.
- b) The person authorised to receive the bids shall provide a receipt signed by him with date and time of receipt of bid to the person, who delivers the bid.
- c) All bids received unsealed, in torn or damaged condition through post or by personal delivery shall be so marked and signed on the cover by the person receiving the same and get signed on it by the person delivering it and put in a fresh cover and reseal, if so warranted. All such entries shall be attested by the receiving person.
- d) The received bids shall be kept in safe custody in lock and key by the person authorised to receive the bids.
- e) The location of bid box shall be such as to facilitate easy access to bidders. The bid box shall have two sealed locks. The key of one of the locks shall remain with the procuring entity and the key of the other lock shall be with the person authorised to receive the bids.
- f) Bids received by the authorised person on or before the time and date fixed for receipt of bids shall be entered in bids receipt register and the same shall be closed at the scheduled time and date giving in words and figures the number of bids received up to the last time and date for submission of bids.
- g) The record of bids received late through post shall be entered in bids receipt register after closing the register as per (f) above.
- h) Bids received by telegram or given on form other than the prescribed form shall not be considered.

12) Withdrawal, Substitution, and Modification of Bids

- a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -
 - i. submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and
 - ii. received by the procuring entity prior to the deadline prescribed for submission of bids.
- b) Bids requested to be withdrawn shall be returned unopened to the Bidders.

- c) No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of the specified bid validity or any extension thereof.

13) Opening of Bids

- a) The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the bidders or their authorised representatives, who choose to be present.
- b) The bids receiving person shall also hand over all the bids received by him up to the time and date for submission of bids to the Convener of bids opening committee and obtain its signature in the bids receipt register.
- c) The bid opening committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- d) The bids shall be opened by the bids opening committee in the presence of the bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- e) The bid opening 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 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.
- f) First, envelopes marked as "WITHDRAWAL" shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened, but returned to the bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and readout and recorded in bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding bid shall be opened. Next, envelopes marked as "SUBSTITUTION" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at bid opening. Envelopes marked as "MODIFICATION" shall be opened thereafter, read out and recorded with the corresponding bid. No bid shall be

modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.

- g) All other envelopes shall be opened one at a time and the following details shall be read out and recorded: -
- a. the name of the bidder and whether there is a substitution or modification;
 - b. the bid prices (per lot if applicable);
 - c. the bid security, if required; and
 - d. any other details as the committee may consider appropriate.

After all the bids have been opened, they shall be initialled and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialled and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall be initialled legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.

- h) No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee (if any) or user charges and bid security.
- i) The bid opening committee shall prepare a record of the bid opening that shall include the name of the bidder and whether there is a withdrawal, substitution, or modification, the bid price, per lot (if applicable), any discounts and alternative offers (if they were permitted), any conditions put by bidder and the proof of the payment of price of bidding documents, processing fee or user charges and bid security. The bidders or their representatives, who are present, shall sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the committee shall also sign the record with date.
- j) In case of single stage: two part/ envelope bids, only outer envelopes and envelopes marked as "Technical Bid" shall be opened in the sequence of the serial numbers marked on them. The envelopes marked as "Financial Bid" shall be kept intact and safe and shall be opened of only those bidders who qualify in the evaluation of their Technical Bids in the manner as mentioned in (c) to (j) above, on the date and time to be intimated to those bidders.

- k) In case, during Technical bid opening, the Financial bid is also found in the Technical Bid envelope, then the bid opening committee, in the presence of bidders, shall seal the financial bid in a separate envelope.

14) Selection Method:

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

15) Clarification of Bids

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

16) Evaluation & Tabulation of Technical Bids

a) Preliminary Examination of Bids

The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

- a. bid is signed, as per the requirements listed in the bidding document;
- b. bid has been sealed as per instructions provided in the bidding document;
- c. bid is valid for the period, specified in the bidding document;
- d. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- e. bid is unconditional and the bidder has agreed to give the required performance security; and
- f. other conditions, as specified in the bidding document are fulfilled.

b) 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.
- c) 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.

d) Technical Evaluation Criteria

The bids shall be evaluated as per the eligibility criteria mentioned in this RFP document.

e) 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.
- f) 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.
- g) 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.

17) Evaluation & Tabulation of Financial Bids

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

- a) the financial bids of the bidders who 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, marking and signing on the financial bids shall be as prescribed in (6) above.
- 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 works or service required to be procured.

18) 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.

19) Comparison of rates of firms outside and those in Rajasthan

While tabulating the financial bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

20) Price/ purchase preference in evaluation

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

21) 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.
- 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.

22) 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.

23) **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.

24) **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.

25) 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.

26) 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.

27) Right to vary quantity

- a) At the time of award of contract, the quantity of works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the bidding documents.
- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- c) Repeat orders for additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of services of the original contract.

28) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5% of the amount of supply order in case of procurement of services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of services and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -

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

29) 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, whose bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring

entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

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

30) 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.

31) 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 whose 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.

32) 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.

33) 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.

34) 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 subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be
: First Appellate Authority: Chairman, RISL
Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-11 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or 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.

35) 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.

36) 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.

37) Offenses by Firms/ Companies

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

committed the offence and shall be liable to be proceeded against and punished accordingly:

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

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

38) 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.

39) 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 service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the services is to be obtained continuously or is batched. If the entire quantity of services 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 services is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the completion of the services by 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) "Purchaser" means the entity purchasing the services, as specified in the bidding document.
- h) "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 services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- i) "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.
- j) "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 specifications of the services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, 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) Eligible Services

- a) For purposes of this Clause, the term “services” includes Chartered Accountancy services.

5) Notices

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

6) Governing Law

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

7) Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such 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 services as if such items were expressly mentioned in the Contract.

8) Delivery of services

- a) Subject to the conditions of the contract, the delivery of services shall be in accordance with the delivery and completion schedule specified in the bidding document.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

9) Supplier’s/ Selected Bidder’s Responsibilities

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

12) Recoveries from Supplier/ Selected Bidder

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

13) Taxes & Duties

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

successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

14) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier/ Selected Bidder need to share with RISL or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

15) 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.

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

- a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange to supply services within the specified period.
- c) Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of services is on account of hindrances beyond the control of the supplier/ selected bidder.
 - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period or is unable to maintain prorate progress in the supply of service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of services after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of services and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

- iii. Normally, extension in delivery period of services in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of data/ information if RISL was required to supply them to the service provider as per terms of the contract.
 - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of services.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered services.
 - vi. If RISL is in need of the services rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery / completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of services which the supplier/ selected bidder has failed to complete: -

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

- i. Fraction of a day in reckoning period of delay in supplies, successful completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. *The percentage refers to the payment due for the associated work/ service.
- iv. L.D will be applicable on delay in submission of monthly report only, delay in deployment of manpower will attract penalty of Rs.500 per day resources.

17) 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.

18) Force Majeure

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

19) 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. specifications, where services to be delivered under the Contract are to be specifically 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.

20) Termination

a) Termination for Default

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
- a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
- b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

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

c) Termination for Convenience

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

21) Exit Management

a) Preamble

- i. The word 'parties' include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Cooperation and Provision of Information during the exit management period

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

c) Confidential Information, Security and Data

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

- i. Documentation relating to Intellectual Property Rights;
 - ii. Project related data and confidential information;
 - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
 - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
 - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- d) General Obligations of the selected bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
 - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- e) Exit Management Plan
- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and

- iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the selected bidder to support new operator during the transition period.

22) 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 services from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

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

Table 7.1: Deliverables and Time Schedule				
S.No	Project Activity	Deliverable	Payment periodicity	Applicable payment
1	Accounting and Reconciliation under eMitra Project, including: 1. Reconciliation With Banks 2. Online Fund Transfer/ Credit Limit Management 3. Reconciliation with Line Departments/ Service providers 4. Other MIS Reports	Monthly Compliance report for submission of Account reconcilitaion reports as mentioned in Scope of work & at Annexure-12; verified by project OIC/ nominee.	Quarterly	100% of the applicable cost

- 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 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.
- 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) 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.
- h) Taxes, if any and as applicable, will be deducted/ paid as per the prevalent rules and regulations.

2) **Penalty:**

- a. In addition to the LD mentioned in this bid document, any penalty/ interest levied on RISL, which would have been avoided if the service provider had done his work on time, shall be recovered from the said service provider, subject to the availability of all required information from RISL/ DoIT&C/eMitra portal on time.
- b. On absent of manpower Rs 500/- will be charged per manpower for each day of absent

The maximum amount of penalty/interest/LD (as mentioned above) shall be 20% of the total applicable cost for that quarter. Imposition of penalties amounting to 20% or more of the quarterly contract value for a continuous period of 2 quarters shall be treated as non-performance and shall be dealt with accordingly.

Annexure - 1**COVERING LETTER**

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

To,
Managing Director,
RISL, Jaipur

Dear Sir,

Ref: NIB no.....dated

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

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

No.	Particulars	Details
1.	Name of the Service Provider	
2.	Address of the Service Provider	
3.	Telephone number	
4.	Mobile number	
5.	Fax number	
6.	Email ID	
7.	Website URL	

I remain,

Yours sincerely,

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

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Annexure - 2
BID FORM
Addressed to:

Name of the Procurement Entity	Chairman and Managing Director
Address	RajCOMP Info Services Ltd., Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Telephone	0141-2226055
Tele Fax	0141-2228701
Email	info.risl@rajasthan.gov.in (clearly mention the ITB no. in the subject of the mail)

Service Provider Details:

Name of Service Provider		
Registered Office Address		
Telephone Number(s)		
Email Address/ Web Site	Email:	Web-Site:
Fax No.		
Mobile Number	Mobile:	
Certification/Accreditation/Affiliation, if Any		

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

Date:

Name & Seal of the Service Provider: _____

Authorized Signatory : _____

ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE (to be filled by the bidder)

To,
{Procuring entity},

_____ ,

_____ ,

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

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-4: SELF-DECLARATION (to be filled by the bidder)

To,

{Procuring entity},

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

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION (to be filled by the bidder)

To,

{Procuring Entity},

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT**COVER LETTER** {to be submitted by the bidder on his Letter head}

To,
{Procuring Entity},

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work & 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.

I / We undertake, if our bid is accepted, to deliver the services 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

S. No	Services	Rate per Month (in INR) (inclusive of all applicable taxes, except GST)	Number of Months	Total Amount(in INR) (inclusive of all applicable taxes except GST)
(1)	(2)	(3)	(4)	(5) = (3) x (4)
1.	Chartered Accountancy Services under eMitra Project		36	
	Total (in Words)			

*GST shall be paid extra as per applicable rates.

ANNEXURE-7: BANK GUARANTEE FORMAT **(to be submitted by the bidder's bank)**

BANK GUARANTEE FORMAT – BID SECURITY

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

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

Sir,

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

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No.

_____ dated _____ issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

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

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

when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

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

Date (Signature)
Place (Printed Name)
(Designation)
(Bank's common seal)

In presence of:

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

(1)

.....

(2)

.....

Bank Details

Name & address of Bank :

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

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

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..... 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-8: DRAFT AGREEMENT FORMAT (to be mutually signed by selected bidder and procuring entity)

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

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set

forth in scope of work and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ complete: -

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of services is on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

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

Signed By:	Signed By:
()	()


Designation: Company:	Director (Finance), RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	(Designation: Rajcomp Info Services Limited
() Designation: Company:	(Designation: Rajcomp Info Services Limited

ANNEXURE-9: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company	

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

Annexure-10
INVOICE FORMAT

Request for Payment to the Service Provider		RajCOMP Info Services Ltd.				
Name of Service Provider:						
Service Provider Complete Address :				Telephone No. :		
Name of Project :				Email address :		
Remuneration of Services Rendered						
Period		Remuneration Rate		Location where Service Rendered	Amount Claimed (in Rs.)	(For office use) Approved/Not Approved
From Date	To Date	Per Month				
			Total Remuneration :			

Service Provider's ACCOUNT INFORMATION	
BENEFICIARY BANK :	
BRANCH DETAIL :	
ACCOUNT NUMBER :	
IFSC CODE :	

Signature of Service Provider

Service Provider CERTIFICATION	FOR USE BY PROJECT OIC AVAILING SERVICE
1. I certify that the information provided herein and the amount being claimed is correct.	1. The services have been performed satisfactorily. Yes / No
2. This claim is last under the contract: Yes / No	2. The work under the contract has been completed. Yes / No
Signature of Service Provider Date :	Signature of OIC Date :

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

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place

Date

Appellant's Signature

Annexure-12

REPORT FORMATS

1) ICICI Bank

Table 1 (a) ICICI: Excess Payment Report (Date:)- Daily report				
District	Amount transferred to Rajonline account (Rs)	Amount as per eMitra (Rs)	Excess/ Short paid (Rs)	Remarks

Table 1 (b) ICICI: Bank Reconciliation (Date:)- Daily report	
PARTICULARS	Amount (Rs)
Opening Bank Balance	
Add: Credit in bank as per portal	
Add: Test transactions	
Add : Excess credit **	
Less : Payment made to districts	
Less : Autorecon (i. E. Automatic refund)	
Less : Refund	
Less : Any other debit	
Closing Balance	

Table 1 (c) ICICI: Failed Transaction Report (Date:)- Daily report				
Date	Amount to be refunded	Amount actually refunded	Cumulative amount to be refunded	Remarks

Table 1 (d) ICICI: Refund chart- Monthly basis				
Date	Opening balance	Amount to be refund	Amount refunded	Closing balance

2) Axis Bank

Table 2 (a) Axis Bank: Excess Payment Report (Date:)-Daily report				
District	Amount transferred to RajOnline account (Rs)	Amount as per eMitra (Rs)	Excess/ Short paid (Rs)	Remarks

Table 2 (b) Axis Bank: Bank Reconciliation (Date:)-Daily report	
PARTICULARS	Amount (Rs)
Opening Bank Balance	
Add: Credit in bank as per portal	
Add: Test transactions	
Add : Excess credit **	
Less : Payment made to districts	
Less : Autorecon (i. E. Automatic refund)	
Less : Refund	
Less : Any other debit	
Closing Balance	

Table 2 (c) Axis Bank: Failed Transaction Report (Date:)-Daily report				
Date	Amount to be refunded	Amount actually refunded	Cumulative amount to be refunded	Remarks

3) Bill Desk:

Table 3 (a) Billdesk: Payment Report (Date:)-Daily report					
District	Amount received by BillDesk (as per eMitra portal)	Amount dispatched to RajOnline	Excess payment made	Short payment made	Remarks
1	2	3	4	5	
Total					
Amount retained by BillDesk					

Table 3 (b) BillDesk: Excess Credit Report (Date:)-Daily report						
District	Amount received by BillDesk	Amount as per portal	Excess credit	Amount to be refunded	Amount actually refunded	Remarks

Table 3 (c) BillDesk: Delay Report (Date:)-Daily report								
District	Date on which payment is made	which to be	Date on which payment made	which actually	Delay	Amount involved	Interest (if any)	Remarks

Table 3 (d) BillDesk: Refund chart-Monthly basis				
Date	Opening balance	Amount to be refund	Amount refunded	Closing balance

4) Commission charges

Table 4 (a): Department wise commission share details –Monthly report									
S.n o.	Dept. Name	Service name	Nature of ST	Rate	No. Of trans	Amt	Commission amount	Service Tax	Total (Amt+ST)

Table 4 (b): District Wise Calculation of Commission Charge-Monthly Report					
Month	District Name				
Service Name	Rate	No Of Transactions	Amount (Rs)	GST Amount	Total
Total					

Table 4 (c): Recovery of commission Charge -Monthly Report						
Month:						
District	Amount due	Amount received	TDS deducted	Total recovered amount	Short recovery	Remarks
Total						

Table 4 (d): Service Wise Transaction/ RISL share Report -Monthly Report					
Month		Department		Service Code	
District	No of transactions	Rate	Amount	RISL Share	Remarks
Total					

5. Online Fund Transfer/ Credit Limit Management

Table 5 (a): Bank Reconciliation of Amount Received by Departments -Monthly Report						
Month:						
District	Amount received	Amount appearing in bank	Un-reconciled amount	Instrument no	Instrument date	Remarks
Total						

Table 5 (b): LSP wise Interest calculation-Monthly report								
	Days	Transaction date	No of transactions	Amount	Fund Transfer Amount	Excess/Less Transferred	Less Transferred	Interest
Holiday								
	Op. Balance							

Table 5 (c): Department wise reconciliation –Monthly report					
Month-			Department name-		
District	Total Collection	Cash transferred to dept.	Commission	Difference	Remark
(a)	(b)	(c)	(d)	(e=b-c-d)	

Table 5 (d): LSP's Billing compile sheet-Monthly report									
LSP Name	Service Name	Bill No	Service Type	Rate	Transactions	Amount	Service Tax	TDS	Net Amt

Note: The selected bidder shall submit the above report along with **Exception Reports** regarding any alarming situation that needs immediate attention/ correction and other MIS report sought by the Project OIC.