

2023

# RajCOMP Info Services Limited (RISL)

**Request for Proposal (RFP) for Upgradation,  
Scaling Up and Annual Technical Support  
services of Intergraph's Software Product  
(Single Source Procurement)**



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Request for Proposal (RFP) Document for Procurement of Intergraph's Software Product Licenses and Support Services on Single Source Basis	
Reference No.F3.3(480)/RISL/Pur/2023-24/4783	Dated 03-10-2023
Mode of Bid Submission	Online through eProcurement/ eTendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Last Date & Time of Submission of Bid	07-10-2023, 03:00 PM
Date & Time of Opening of Technical Bid	07-10-2023, 03:30 PM

Name of the Bidding Company/ Firm:	M/s Intergraph SG&I India Pvt. Ltd.		
Contact Person (Authorised Bid Signatory):	Mr. Pranav Kumar		
Correspondence Address:			
Mobile No.	9811703234	Telephone & Fax No.:	<< Contact No.>>
E-Mail address:	<<email ids>>		

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: <<>>

**ABBREVIATIONS & DEFINITIONS**

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder / Service Provider / Supplier	M/s Intergraph SG&I India Pvt. Ltd. being the OEM / sole authorized firm of Intergraph licenses / products and support services in India
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
COTS	Commercial Off the Shelf Software
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.
ETDC	Electronic Testing & Development Centre
FOR/ FOB	Free on Board or Freight on Board
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities software, and any other category of goods purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for bid (A document published by the procuring entity inviting bid relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation

IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
OEM India Entity	Entity / Firm authorized by Original Equipment Manufacturer in India (M/s Intergraph SG&I India Pvt. Ltd. in case of this RFP)
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RajSWAN/ RSWAN	Rajasthan State-wide Area Network
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre established by DoIT&C and functional at all locations including IT Building, Yojana Bhawan, Bhamashah State Data Centre (BSDC), Secretariat and Jodhpur (DR Site)
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.
SSDG	State Services Delivery Gateway



Request for Proposal (RFP) for Upgradation, Scaling Up and Annual Technical Support services of Intergraph's Software Product (Single Source Procurement)

State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
STQC	Standardisation Testing and Quality Certification, Govt. of India
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



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

Ref No.: F3.3(480)/RISL/Pur/2023-24/ 4783

Date: 03-10-2023

UBN No.: RIS-2324555500065

Name & Address of the Procuring Entity	Name: RajCOMP Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	Name: Sh. Vijay Kumar Designation: Analyst Cum Programmer (Dy. Director), DoIT&C Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: vijaykumar13.doit@rajasthan.gov.in
Subject Matter of Procurement	Request for Proposal (RFP) for Upgradation, Scaling up and Annual Technical Support services of Intergraph's Software Product (Single Source Procurement)
Bid Procedure	Single-stage, Single Part (envelop) eBid procedure through <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> from M/s. Intergraph SG&I India Pvt. Ltd. (Email ID: in-sales@hexagon.com)
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a> , <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> , <a href="http://www.doitc.rajasthan.gov.in">http://www.doitc.rajasthan.gov.in</a> , <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a>  RISL Processing Fee: Rs.2,500/- (Rupees Two Thousand Five Hundred Only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs.10,00,00,000/- (Rupees Ten Crore Only)
Period of Sale/download of Bidding Document (Start/ End Date)	Start Date: 03-10-2023, 05:00 PM End Date: 07-10-2023, 02:00 PM
Manner, Start/ End Date for the submission of Bids	Manner: Online at eProc website ( <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> ) Start Date: 03-10-2023, 06:00 PM End Date: 07-10-2023, 03:00 PM
Submission of RISL Processing Fee	Up to 07-10-2023, 03:00 PM
Date/ Time/ Place of Bid Opening	Date: 07-10-2023 Time: 03:30 PM Place: RISL, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> <li>1) Bidder (authorised signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, DD for RISL Processing Fees should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.</li> <li>2) *In case, any of the bidder fails to physically submit the Banker's Cheque/ Demand Draft for RISL Processing Fee as per details mentioned in NIB. The Banker's Cheque/ Demand Draft for RISL Processing Fee should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.</li> <li>3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e., TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure</li> </ol>	

- a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
  - 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
  - 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.  
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)  
e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
  - 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
  - 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
  - 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
  - 10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

  
(Y.K. Jain)  
Technical Director

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

### **1) Project Profile**

Government of Rajasthan (GoR) intends to establish a repository of Time Series High Resolution Satellite Imagery in compliance of the budget announcement for FY 2023-24. The objective of the Imagery Repository is to enable all state government departments / agencies to use satellite imageries for Imagery-Analysis, Verification of field works and generation of Geo-Spatial data as and when required. The imagery obtained through this project shall be processed and hosted as Time-Series Imagery.

### **2) About RISL**

RISL (formerly RajCOMP) is a fully Government of Rajasthan owned company. RISL is a leading consulting organization in the field of Information Technology. RISL operates under the aegis of Government of Rajasthan. RISL is the designated State Designated Agency (SDA) for implementation of National e-Governance Plan (NeGP) Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State's Mission Mode Projects (MMPs). RISL is also a Technology Partner with departments like Agriculture, State Election Department, JCTSL, Education Department, RHSDP etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization (users).

### **3) About Rajdharaa**

DoIT&C/ RISL has established an effective and integrated GIS Infrastructure of the State to enable good governance, sustainable development and citizen empowerment to maintain standardized GIS assets of the State. In continuation to this journey, Rajdharaa has been created.

The Primary objective of establishing RajDharaa was to design & develop a state-wide web based Geo Portal to acquire, process, store, distribute and improve the utilization of geospatial data and develop Data Clearing House, which would be a gateway of spatial data being generated by various agencies of the Government of Rajasthan. The ecosystem consist of framework, hardware, Software, Application, Data, Modelling and Methods that deals with spatially referenced and geographically tagged / linked data / information as well as non-spatial data for creating multi-dimensional decision support system. It provides a single window services to citizens to increase the efficiency and productivity of all departmental agencies such as Medical & Health, Police, Utilities, Power, Commercial Taxes, Water Resources, Education, Forestry, Agriculture, Urban Development etc.

### **4) About Intergraph**

Intergraph is a global Geospatial Software and Service provider, and their solutions are capable of raster data processing (satellite image processing / remote sensing applications) and handling, workflow based geospatial data editing in online/offline mode, browser-based visualization, and analysis of geospatial data etc. to enable users to visualize complex geospatial data with specialized functionalities / capabilities.

The platform was used for processing of High-Resolution Satellite Imagery (HRSI) (0.5M resolution; Pen Sharpened; Archive) procured of Rajasthan (Approx.3.42 Lac Sq. Km area) The processing included geo-referencing, mosaicking and ortho-rectification of the imagery and thereafter hosting the processed imagery for the use of various govt. departments/ agencies. Aerial imagery acquired in '3D City of Jaipur' project has also been published on Apollo server for sharing (as service).

The available Intergraph's platform includes following licenses earlier procured by RISL:

#	Item Description	Brief usage	Total No. of licenses available
1	ERDAS IMAGINE Professional Licenses	ERDAS IMAGINE Professional software includes hyperspectral image analysis, and advanced multispectral image classification, point cloud classification tools. It also includes graphical spatial data modeling, which is a unique capability for analysing spatial data.	12
2	ERDAS IMAGINE Advantage Licenses	IMAGINE Advantage subset of ERDAS Imagine Professional software which allow standard feature & functionalities required for processing Point Cloud editing and includes a complete set of tools to analyze data from imagery via mosaicking, surface interpolation, radar analysis, advanced image interpretation, and ortho rectification.	4
3	Expansion Pack Licenses	IMAGINE Expansion Pack is extension to existing ERDAS Imagine professional software which enables high end processing like AutoSync, DeltaCue, NITF Support, StereoSAR DEM, VirtualGIS, OrthoRadar and Stereo Analyst for IMAGINE.	12
4	IMAGINE Photogrammetry Licenses	Imagine Photogrammetry is extension to existing ERDAS Imagine professional software which enables to produce accurate data using triangulation Extract 3D point clouds with semi-global matching and to produce orthomosaics for seamless map displays	5
5	IMAGINE Auto DTM Licenses	IMAGINE DSM Extractor is extension to existing ERDAS Imagine professional software which enables to creates Terrains in a wide variety of formats, including ERDAS raster formats, LTFs, 3D shapefiles, or ASCII files. It also creates very dense Red-GreenBlue (RGB)-encoded point cloud outputs using SemiGlobal Matching (SGM).	5
6	Terrain Editor Licenses	Imagine Terrain Editor is extension to existing ERDAS Imagine professional software which enables editing the output fast, easy, and accurate extracted using Imagine AutoDTM. Allows visualisation of the terrain graphics as dynamic contours, TINs, breaklines, and points superimposed on stereo imagery provides an baseline for editing (Add, delete, or modify individual terrain points)	5
7	Intergraph APOLLO Professional (8 Core License)	ERDAS APOLLO provides a comprehensive image data management, hosting and deliver server solution. It helps to identify, locate, secure and organise your geospatial data and enable simple distributing of that data.	2

## 5) Project Objectives

Key objectives of the proposed Intergraph's products and support services to enable RISL/DoIT&C/GoR for following activities:

- Process the High-Resolution Satellite Imagery (HRSI) procured for the entire state of Rajasthan.
- Perform Activities viz image orthorectification, mosaicking, reprojection, classification and interpretation that allow the user to analyze image data and present it in formats ranging from printed maps to 3D models
- Enabling dissemination of image services into other platforms and hosting on a web-based platform to serve processed imagery as a base map to other departments.
- Perform suitable image interpretation and analysis techniques needed for various applications, such as Change Monitoring / Detection, Land Use / Land Cover mapping etc. These applications are essential for various departments for urban sprawl monitoring, watershed management, forest cover monitoring, Infrastructure Planning & development (Urban & Rural) etc.
- DEM creation using stereo satellite imagery for various 3D applications as planned by DoIT&C/RISL/GoR.

### 3. QUALIFICATION/ ELIGIBILITY CRITERIA

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 Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR A partnership firm registered under Indian LLP Act, 2008.	- Copy of valid Registration Certificates  OR - Copy of Certificates of incorporation
3	Financial: Net Worth	The net worth of the bidder as on 31-Mar-2023, should be Positive.	CA Certificate with CA's Registration Number/ Seal and UDIN no.
4	Tax registration and clearance	The bidder should have a registered number of: a) GSTN where his business is located b) Income Tax/ PAN number	Copies of relevant certificates of registration
5	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-3: Self-Declaration

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

RISL intends to enter in a contract for a period of three years with the bidder to procure upgradation, scaling up (i.e. new licenses) and Annual Technical Support Services of Intergraph's software products as per Bill of Materials (BoM) given in Annexure – 1 as per following details:

1) **Upgradation of existing Intergraph's Software Product Licenses with latest release/ version**

Upgradation of the existing Intergraph Software Licenses (as mentioned in Table 'a' of Annex-1 'Bill of Material' of this RFP) to the latest release / version, deployed/installed at DoIT&C/ RSDC.

2) **Scaling up of image hosting platform:**

Supply, Installation and configuration of latest release/ version of Erdas Apollo Licenses (as mentioned in Table 'b' of Annex – 1, Bill of Material of this RFP) onsite at DOITC/RSDC.

3) **Annual Technical Support Services**

The Intergraph software products under the contract shall be supported by OEM for Annual Technical Support Services (ATS) (as mentioned in Table 'c' of Annex – 1, Bill of Material of this RFP). The ATS should cover following:

**a. Technical Support on Software:**

- i. Technical support in terms of upgrade / update / patches should be provided by the OEM during the contract period of the ATS.
- ii. 24x7 Technical support on any issue / bug in the software should be provided through email /telephone by the OEM during the contract period of the ATS.

**b. On-Site Technical Support Services:**

- i. Provide minimum, but not limited to, one onsite technical support resource for contract period stationed at Jaipur responsible for providing following support services including installation / re-installation, configuration/re-configuration & handholding, etc. for all the software included in the contract, as per the directions of procuring entity.
- ii. The deployed resource(s) shall be available at the procuring entity's premises / RSDC/ software installation site in case his/her presence is required to resolve the issue(s)/ need(s) in all such days.
- iii. In case of any issue(s) faced at server side, the resource shall quickly respond to the situation under intimation to the procuring entity / designated person and resolve the issue(s).

4) **Project Deliverables, Milestones & Time Schedule:**

Deliverables, Milestones & Times Schedule shall be as per Payment Schedule mentioned in section 7.2 of the RFP document.

## 5. INSTRUCTION TO BIDDER (ITB)

### 1) Reason of Single Source Bidding:

- a) Since the required subject matter is specialized image processing software / products and have been well identified. Its manufacturer M/s Intergraph Corporation, USA, being OEM, has its exclusive intellectual property and licensing rights to sell the subject matter. Therefore, single source method is found to be the most suitable and efficient method for making the above procurement.
- b) M/s Intergraph SG&I India Pvt. Ltd. a group company of M/s Intergraph Corporation, USA (OEM) and has been authorized as sole organisation of Intergraph licenses / products and support services in India. Therefore, the firm M/s Intergraph SG&I India Pvt. Ltd. will bid directly for the purpose of this RFP.
- c) Hence, the bid has been invited from M/s Intergraph SG&I India Pvt. Ltd. for providing software solution / products and support services in consideration.

### 2) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bid (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidder shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

### 3) Changes in the Bidding Document

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

### 4) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid.
- c) Bidders that agree to an extension of the period of validity of their Bids submitted by them or submit new bid securities to cover the extended period of validity of their bids.

### 5) Format and Signing of Bids



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

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
1.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
<b>Eligibility Documents</b>		
2.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-2 (PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
<b>Technical Documents</b>		
4.	Self-Declaration	As per Annexure- 3 (PDF)
5.	Certificate of Conformity/ No Deviation	As per Annexure-4 (PDF)
6.	Declaration	As per Annexure-5 (PDF)
7.	Manufacturer's Authorisation Form (MAF)	As per Annexure-6 (Indicative Format) (PDF)
8.	Components Offered + Specifications compliance sheet for all items only on OEM Letter Head	As per Annexure 1

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

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

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

**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 Bid**

Alternative / Multiple Bid(s) shall not be considered at all.

**8) Bid Security**

As per RTPP Rule 17 (2) (e), no bid security shall be obtained in case of single source procurement.

**9) Deadline for the submission of Bid**

- a) Bid shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bid would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidder for preparation of Bid 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 bidder for preparation and submission of their Bid. 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 Bid receiving and opening authority, the last date of submission or opening of Bid is a non-working day, the Bid shall be received or opened on the next working day.

**10) Withdrawal, Substitution, and Modification of Bid**

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

**11) Opening of Bid**

- a) The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidder or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare attendance sheet of bidder's representatives attending the opening of bid and obtain their signature on the same. The sheet shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the attendance sheet. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bid.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only if the bidder has submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bid to assess the prima-facie responsiveness and ensure that the:
  - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - b. bid is valid for the period, specified in the bidding document;
  - c. bid is unconditional and the bidder has agreed to give the required performance security; and
  - d. other conditions, as specified in the bidding document are fulfilled.
  - e. any other information which the committee may consider appropriate.

- f) No Bid shall be rejected at the time of Bid opening except the Bid not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidder after qualifying in the evaluation of technical Bid.

#### 12) Selection Method

- a) Being a single source method, the bid may be accepted for its financial quote or agreed price after negotiations, as the case may be.

#### 13) Clarification of Bid

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

#### 14) Evaluation & Tabulation of Technical Bid

##### A. Determination of Responsiveness

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

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

**B. Non-material Non-conformities in Bid**

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

**C. Technical Evaluation Criteria**

Technical Evaluation shall be done based on conformity of the documents\* submitted in the technical bid (as per the conditions mentioned in the bidding document).

Note: -

- *\*Technical bid shall contain all the documents as asked in the clause "Format and Signing of Bids"*
- *Non-compliance for any of the requirements specified in Annexure-1 or for any terms and conditions of RFP, bids shall be liable to reject.*

**D. Tabulation of Technical Bid**

- a. If Technical Bid has been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidder 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 bidder has been found to be qualified in evaluation of Technical Bid and sign it.

- E. The bidder if qualifies in the technical evaluation, shall be informed in writing about the date, time and place of opening of their financial Bid.

**15) Evaluation & Tabulation of Financial Bid**

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 Bid:

- a) the process of opening of the financial Bid shall be similar to that of technical Bid.
- b) the names of the bidder, the rates given and conditions put, if any, shall be read out and recorded;
- c) conditional Bid is liable to be rejected;
- d) 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;
- e) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

**16) Correction of Arithmetic Errors in Financial Bid**

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

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

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

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

#### 17) Negotiations

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

#### 18) Exclusion of Bid/ 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.

**19) 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 Bid shall be taken within original validity period of Bid 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 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 bidder 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 bidder in case their bid could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

**20) Additional Agreements**

The successful bidder shall also submit the following documents duly signed by to RISL along with submission of Contract Agreement and Performance Security:

- Non-Disclosure Agreement, Refer Annexure -11

**21) Procuring entity's right to accept or reject any or all Bid**

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

**22) Right to vary quantity**

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders Not applicable

**23) Price Fall**

- a) If the bidder i.e. rate contract holder quotes/ reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the country at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under the rate contract and the contract shall be amended accordingly.
- b) The bidder, for compliance of the (a) above, shall furnish an undertaking to the Purchaser along with each bill for payment for supplies made against the rate contract.

**24) Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from the successful bidder 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 2.5% of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms, refer Annexure – 8 for Bank Guarantee format: -
  - a. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. 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;
  - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
  - d. 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 [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - 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 bidder, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.
- h) Additional Performance Security (Rule 75A) :- In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,-

- a. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor

#### 25) Execution of agreement

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



**26) 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 bidder;
  - 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 bidder related to the procurement process in such manner as to avoid their disclosure to competing bidder or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidder 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.

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

**28) Code of Integrity for Bidder**

- 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 bidder 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.

### 29) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bid;
- 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.

### 30) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings;
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Principal Secretary, IT&C, GoR  
Second Appellate Authority: Finance Department, GoR
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-10 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.

### 31) **Stay of procurement proceedings**

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

**32) Vexatious Appeals & Complaints**

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

**33) 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.

**34) 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 bidder" 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.

**35) Monitoring of Contract**

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

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

Bidder should read these conditions carefully and comply strictly while sending their bid.

### 1) **Definitions**

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

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

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

### 2) **Verification of Eligibility Documents by purchaser**

"Purchaser reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by purchaser, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by purchaser shall not relieve the bidder of its obligations or liabilities hereunder not will it affect any rights of purchaser thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTPP Act.

### 3) **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.

### 4) **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.

### 5) **Language**

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

### 6) **Eligible Goods and Related Services**

- a) For purposes of this Clause, the term "goods" includes Software, Access to the software platform and software product licenses; and "related services" including installation, update, upgrade, integration, commissioning, training, technical support including software upgrades, updates, patches etc. and maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The bidder of the quoted product should also have its registered office in India for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.

- d) Bidder must quote products in accordance with above clause "Eligible goods and related services".

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

Joint Venture, Consortium or Association is not allowed for this procurement

**8) 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.

**9) 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.

**10) Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply and software product that is likely to be declared as End of Sale in next 12 Months and End of Service / Support for a period of 3 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted software. If any of the software product is found to be declared as End of Sale / Service / Support, then the bidder shall replace all such software product with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

**11) Delivery & Installation**

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

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

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



**13) Purchaser's Responsibilities**

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

**14) Contract Price**

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

**15) 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.

**16) Taxes & Duties**

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

**17) Copyright**

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

However, all drawings, design documents, source code and other materials containing data and information developed / prepared / obtained for deployment architecture of the software platform at the purchaser's site, shall be the property of the Purchaser.

The successful bidder/ OEM India Entity is required to submit these documents to the purchaser normally after completion of each of such activity successfully or as desired by the purchaser.

However, the successful bidder / OEM India Entity shall ensure that all of these documents have been submitted before processing of full & final payment.

**18) 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 <user department or> 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.

**19) Sub-contracting**

Sub-Contracting is not allowed for the bid.

**20) Specifications and Standards**

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
  - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

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

#### 21) Packing and Documents

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

#### 22) Insurance

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

#### 23) Transportation

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

#### 24) Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.

- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

#### 25) **Samples**

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

#### 26) **Drawl of Samples**

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

#### 27) **Testing charges**

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

#### 28) **Rejection**

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of RISL/DoIT&C work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of

being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

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

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
  - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the RISL/ DoITC/ Line Departments was required to supply them to the supplier of goods or service provider as per terms of the contract.
    - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
  - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.

- vi. If RISL/ DoITC is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

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

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. Maximum LD applicable to the bidder shall not exceed 10% of the associated cost quoted in Financial Bid Format (BoQ Section A of the RFP)
- iii. \*The percentage refers to the payment due for the associated works/ goods/ service.

### 30) Authenticity of Equipment

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

### 31) Warranty

- a) The bidder must supply all items with comprehensive on-site OEM warranty valid for three years after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.
- b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.

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

### 32) Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
  - i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
  - ii. the sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**33) 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.

**34) Force Majeure**

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

**35) Change Orders and Contract Amendments**

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



### 36) Termination

#### a. Termination for Default

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

#### b. Termination for Insolvency

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

#### c. Termination for Convenience

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

### 37) Exit Management

#### a) Preamble

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

- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
  - i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a two months period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
  - ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the DoIT&C as desired by the procuring entity during the exit management period.
  - iii. RISL, during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide RISL/ DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
  - iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
    - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
    - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
    - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
    - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period
  - i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
  - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

- d) Confidential Information, Security and Data  
The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:
- i. Documentation relating to Intellectual Property Rights;
  - ii. Project related data and confidential information;
  - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
  - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
  - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party lessors, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
  - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
  - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
  - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
  - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and

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

### 38) Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)
  - Chairman of BoD of RISL : Chairman
  - Secretary, DoIT&C or his nominee,  
not below the rank of Deputy Secretary : Member
  - Managing Director, RISL : Member
  - Director (Technical)/ Executive Director, RISL : Member
  - Director (Finance), RISL : Member
  - A Legal Expert to be nominated by the Chairman : Member
- c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the



supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.

- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

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

**1) Payment Terms and Schedule**

- a) The request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) 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.
- b) 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 selected agency
- c) The currency or currencies in which payments shall be made to the selected agency under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the selected bidder.
- e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments of the respective milestones.
- g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) Taxes, as applicable, will be deducted / paid, as per the prevalent rules and regulations

**2) Project Timelines, Deliverables and Payment Schedule.**

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

Sr.	Project Activity	Deliverables	Timelines	Payment
1.	<b>Upgradation of existing licences</b> Upgradation, delivery, installation & Configuration of existing Intergraph Products including 1 year of ATS (as mentioned in table 'a' of Annexure – 1, Bill of Material in this RFP)	<ul style="list-style-type: none"> <li>i. Delivery Challan</li> <li>ii. Installation Report (duly signed by RISL/ DoIT&amp;C/ designated agency)</li> </ul>	Within 30 days from the date of issuance of work order	86% of respective cost:- On completion of delivery, installation and configuration of new Intergraph Products and deployment of resources  14% of respective cost:- 3.5% in each quarter of ATS
2.	<b>Scaling Up:</b> Delivery, installation & Configuration of New Intergraph Products with 1 year ATS (as mentioned in table 'b' of Annexure – 1, Bill of Material in this RFP)	<ul style="list-style-type: none"> <li>a) Delivery Challan</li> <li>b) Installation report (Duly signed by RISL/DoIT&amp;C/ Designated Agency)</li> </ul>	Within 30 days from the date of issuance of work order	86% of respective cost:- On completion of delivery, installation and configuration of new Intergraph Products and deployment of resources  14% of respective cost:- 3.5% at the end of each quarter of ATS

Sr.	Project Activity	Deliverables	Timelines	Payment
3	<b>Technical Support Services</b> (as mentioned in table 'c' of Annexure – 1, Bill of Material in this RFP)	i. Technical support service(s) initiation/ deployment letter or email  i. Quarterly Technical Support Service Completion Report in the specified format. ii. Quarterly List of Upgrades/ Updates, Patches and Security Fixes provided during the quarter	Within 3 days from the date of completion of installation & commissioning  Within 15 days from the end date of respective quarter	12.5% of respective cost at the end of each quarter after adjusting for penalties as per SLA for given quarter (if any)

1. *The delivery of license details / keys/ start and / or Technical Support Services from OEM shall be accepted as delivery subject to verification. Delivery challan may be submitted on later date.*
2. *The successful bidder shall finalize 'Technical Support Service Completion Report' format with RISL after release of the purchase order.*
3. *The Technical support services associated with the delivery shall start from the date of delivery of license details / key(s) or from the date of installation of software, whichever is later.*
4. *The quarter shall start from the date of start of technical support services*

- b) No Payment shall be made for the goods not supplied/ supplied in lesser quantities.
- c) In case of duration of requisite support services is lesser then the desired period due to OEM's policies, payment shall be made on pro-rata basis.

**3) Other Important Terms & Conditions**

- a) In order to provide Technical Support service (TSS) as mentioned in the Scope of work defined above, Intergraph will deploy onsite two resources who would be responsible, on behalf of OEM, to up-keep the software platform (especially software deployed in RSDC) and deploy upgrade/ update / patches to the software time to time after seeking directions from procuring entity / designated officer. Such resources shall be stationed at Jaipur and will be expected to promptly visit RISL/DoIT&C/RSDC as per requirements.
- b) The resources would be stationed at RISL/ DoIT&C, Jaipur for the said period. The resources have to follow the working hours and working days of Government of Rajasthan. However, resource shall be available on a holiday, if required by the purchaser. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.
- c) If any resource is replaced, the outgoing resource would complete the knowledge transfer (KT) activity with the replacing / new resource at supplier's responsibility and cost. At least ten days' notice should be served by the firm for any outgoing resource
- d) Training: The vendor is required to provide Functional and Technical training as part of the scope. This training shall be provided to the resources nominated by DoIT&C/RISL. The vendor is required to provide 3 hrs of Functional Training on each product to cover the functionalities, capabilities & limitations of the product & 16 Hours of Technical Training (a detailed hands-on training) on each product covering all of its features as part of scope for this RFP. The dates of

training shall be decided on mutual basis as per the availability of the resources nominated by DoIT&C/RISL.

**4) Service Level Standards/ Requirements/ Agreement**

- a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.
- b) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the SLA. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
- c) The penalties are not applicable if the delay / non availability is due to issues in hardware infrastructure & network, viruses or any other reasons which are beyond the control of the bidder.
- d) The replacement of a resource by the bidder after deployment shall not be allowed. However replacement will be allowed (without penalty) only in case, the resource leaves the organization by submitting resignation with the present employer / Death / due to poor health condition of self / parents / wife / children (supported by certificate issued by a Doctor) etc. In such cases, the requisition for replacement should be submitted along with the reason for leaving duly certified by HRD of the bidder.
- e) In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline or performance), the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to bidder for a suitable replacement. The Bidder will be responsible to replace the resource within 15 days, unless otherwise penalty will be imposed.
- f) The penalty provisions shall be as under:
  - i. Penalty for Non-Availability/ Non-accessibility of server side software product (Intergraph Apollo Professional Server), other than scheduled / planned maintenance activities to be done once in given quarter, during project Period

Non-Availability/ Non-Accessibility in a Quarter	Penalty
Upto 1 Day	No Penalty
>1 Day and <=5 Days	1% of cost of respective software product quoted in financial bid X No. of Non-availability Days (up to 5 Days)
>5 Days	2% of cost of respective software product quoted in financial bid X No. of Non-availability Days
Note: Non-Availability/ Non-accessibility of server side software product (Intergraph Apollo Server) for more than 10 days in a quarter consecutively for two quarters may be treated as breach of contract leading up to the Termination for Default.	

- ii. Penalty for Non-Availability of resources and / or support services

Non-Availability of resource in a Quarter	Penalty
Up to three working days or permitted leave	No Penalty
>3 Days and <=8 Days	Rs.3,000/- x number of days of non-availability of the respective service / resource
>8 Days	Rs.5,000/- x number of days of non-availability of the respective resource (subject to a max. penalty of 2% of the cost of respective software product)



Note:

1. Non-availability of any service / resource consecutively for more than 15 days in a quarter may be treated as breach of contract leading up to the Termination for Default.
2. If the resource not available has been granted leave for any major reason such as sickness of self/ parents / spouse / children; marriage etc., the firm should seek permission for the same along with reasons certified by HR and provide suitable replacement during the days of leave. Such permitted leaves shall not be treated as absence of manpower.

iii. Penalty for delay in submission of Monthly/ Quarterly Report

Penalty
Penalty for delay in submission of Monthly/ Quarterly services report = Total No. of delay days x Rs. 1000/-

iv. Penalty for delay in deployment of the resource

Penalty
Penalty for delay in deployment of the resource = Total No. of delay days x Rs. 3000/-

v. Penalty for Change of Resources

Time Period	Penalty
Up to two change of resource during the contract period	No penalty
More than two times but up to six times	Rs.30,000/- in each case

Note:

1. Replacement of resources more than six times may be treated as breach of contract leading up to the Termination for Default.
2. Replacement of resources due to resignation of the resource or demise of the resource / spouse / parent or severe medical condition of resource / spouse / parent / children shall not attract this clause of *Penalty for Change of Resources*. Change of resource on the ground of medical condition shall require approval of competent authority.

*Note: The overall penalty would be capped to 10% of respective order value beyond which it may be treated as breach of contract leading to the Termination for Default.*

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

a. Upgradation of below mentioned existing licenses of version 2020 to the latest release/ version

**Table 'a'**

Sl. No.	Items	Qty	Type of License
1	ERDAS IMAGINE Professional Licenses with 1 year ATS	12	Perpetual
2	ERDAS IMAGINE Advantage Licenses with 1 year ATS	4	Perpetual
3	Expansion Pack Licenses with 1 year ATS	12	Perpetual
4	IMAGINE Photogrammetry Licenses with 1 year ATS	5	Perpetual
5	IMAGINE Auto DTM Licenses with 1 year ATS	5	Perpetual
6	Terrain Editor Licenses with 1 year ATS	5	Perpetual
7	Intergraph APOLLO Professional (8 Core License) with 1 year ATS	2	Perpetual

b. Scaling Up – Supply, Installation & Configuration of latest release/ version

**Table 'b'**

Sl. No.	Items	Qty	Type of License
1	Intergraph APOLLO Professional (8 Core License) with 1 year ATS	64 cores	Perpetual

c. ATS – Annual Technical Support of 2 years for above licenses specified in Table 'a' & Table 'b'

**Table 'c'**

Sl. No.	Items	Qty	ATS
1	Intergraph apollo Professional (8 core License)	64 Cores	2 Years
2	ERDAS IMAGINE Professional Licenses	12	2 Years
3	ERDAS IMAGINE Advantage Licenses	4	2 Years
4	Expansion Pack Licenses	12	2 Years
5	IMAGINE Photogrammetry Licenses	5	2 Years
6	IMAGINE Auto DTM Licenses	5	2 Years
7	Terrain Editor Licenses	5	2 Years
8	Intergraph APOLLO Professional (8 Core License)	2	2 Years

**Notes:**

1. All the supplied & installed licenses shall be on the name of DoIT&C as per directions of RISL/DoIT&C
2. The bidder shall always upgrade/update the most current released version of all the above listed software products after getting consent from the procuring entity / designated agency.
3. The bidder shall ensure to provide continued access to equivalent or enhanced functionality; however, that functionality may be repackaged, rebranded or the GUI may be changed in any other product component as per OEM's policy.



**ANNEXURE-2: 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: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

Verified Signature:



**ANNEXURE-3: 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-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}**

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

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_



**ANNEXURE-5: DECLARATION BY BIDDER {to signed by selected bidder}**

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

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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



**ANNEXURE-6: MANUFACTURER'S AUTHORIZATION FORM (MAF) {to be filled by the OEMs/ OEM India entity}**

(Indicative Format)

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

Subject: Issue of the Manufacturer's Authorisation Form (MAF)  
Reference: NIB/ RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,  
We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having office at {addresses of manufacturing location} do hereby authorize {M/s \_\_\_\_\_} who is our {Distributor/ Exclusive Authorized Partner/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following: -

{OEM will mention the details of all the proposed product(s) with their make/ model.}

We undertake to provide standard OEM support for the offered Hardware/ Software, as mentioned above, for <please specify as per RFP requirements> Years.

[Note: Following clauses may also be included by the POIC in MAF for important components as per RFP requirements

Yours faithfully,  
For and on behalf of M/s (Name of the manufacturer/ OEM / OEM India Entity)

(Authorized Signatory)  
Name, Designation & Contact No.:  
Address: \_\_\_\_\_  
Seal:



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

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

To,  
{Procuring Entity},

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

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:  
Authorized Signatory  
Name:  
Designation:



**Financial Bid Format**

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

**Part-1: Upgradation of below mentioned licenses to the latest release/ version**

#	Upgradation of the following existing software products of version 2020 to latest version/release with 1 year of ATS	Qty	Type of License	Rate including all taxes and incidental charges but excluding GST (Rs.)	GST on Rate quoted in Col. 'e' (Rs.)	Unit Rate including GST (Rs.)	Total Amount Including all Taxes and incidental Charges (Rs.)
a	b	c	d	e	f	g=e +f	h= c*g
1	ERDAS IMAGINE Professional	12	Perpetual				
2	ERDAS IMAGINE Advantage	4	Perpetual				
3	Expansion Pack	12	Perpetual				
4	IMAGINE Photogrammetry	5	Perpetual				
5	IMAGINE AutoDTM	5	Perpetual				
6	Terrain Editor	5	Perpetual				
7	Intergraph APOLLO Professional (8 Cores License)	2	Perpetual				
<b>A. Total in Figures</b>							

**Part-2: Scaling Up – Supply, Installation & Configuration of latest release/ version**

#	Item Description	Qty	Type of License	Rate including all taxes and incidental charges but excluding GST (Rs.)	GST on Rate quoted in Col. 'e' (Rs.)	Unit Rate including GST (Rs.)	Total Amount Including all Taxes and incidental Charges (Rs.)
a	b	c	d	e	f	g=e+f	h= c*g
1	Hexagon Geospatial Server Professional (ERDAS APOLLO 64 cores) latest Version /release with 1 year of ATS	1	Perpetual				
<b>B. Total in Figures</b>							

**Part-3: ATS with Standard Technical Support Services for 02 years**

#	ATS for period of 02 years of the following software products	Qty	Period (in years)	Unit Rate including all taxes and incidental charges but excluding GST (Rs.) Per Year	GST on Rate quoted in Col. 'e' (Rs.)	Unit Rate including GST (Rs.)	Total Amount Including all Taxes and incidental Charges (Rs.)
a	b	c	d	e	f	g=e+f	h = c * d * g
1	Hexagon Geospatial Server Professional (ERDAS APOLLO) latest Version /release (64 Cores License)	1	2				
2	ERDAS IMAGINE Professional	12	2				
3	ERDAS IMAGINE Advantage	4	2				
4	Expansion Pack	12	2				
5	IMAGINE Photogrammetry	5	2				
6	IMAGINE AutoDTM	5	2				
7	Terrain Editor	5	2				
8	Intergraph APOLLO Professional (8 Cores License)	2	2				
<b>C. Total in Figures</b>							

**Part 4: Sum Total:**

Table Ref	Total Value
Part 1	
Part 2	
Part 3	
<b>Grand Total</b>	

1. GST shall be paid as per prevailing rates, as applicable.
2. Bidder is expected to quote for all the item categories mentioned in above table. In case a bidder does not quote for any of the item category, the bid shall be summarily rejected.

**Note:-**

- If the procuring entity does procure any subject matter of procurement or procure 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.

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

BANK GUARANTEE FORMAT – BID SECURITY – Not Applicable being a single source bid

**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. [The stamp paper should be purchased from Rajasthan State only.](#)
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-9: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}**

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said items/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 and requirement of services 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 installation/completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of items/goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete

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

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 goods is on account of hindrances beyond the control of supplier.

6. Service Level Agreement:

The Service Level Agreement and Applicable Penalty shall be as per relevant section of the RFP.

- a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.
- b) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the SLA. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
- c) The penalties are not applicable if the delay / non availability is due to issues in hardware infrastructure & network, viruses or any other reasons which are beyond the control of the bidder.
- d) The replacement of a resource by the bidder after deployment shall not be allowed. However replacement will be allowed (without penalty) only in case, the resource leaves the organization by submitting resignation with the present employer / Death / due to poor health condition of self / parents / wife / children (supported by certificate issued by a Doctor) etc. In such cases, the requisition for replacement should be submitted along with the reason for leaving duly certified by HRD of the bidder.
- e) In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline or performance), the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to bidder for a suitable replacement. The Bidder will be responsible to replace the resource within 15 days, unless otherwise penalty will be imposed.
- f) The penalty provisions shall be as under:
  - i. Penalty for Non-Availability/ Non-accessibility of server side software product (Intergraph Apollo Professional Server), other than scheduled / planned maintenance activities to be done once in given quarter, during project Period

Non-Availability/ Non-Accessibility in a Quarter	Penalty
Up to 1 Day	No Penalty
>1 Day and <=5 Days	1% of cost of respective software product quoted in financial bid X No. of Non-availability Days (up to 5 Days)
>5 Days	2% of cost of respective software product quoted in financial bid X No. of Non-availability Days

Note: Non-Availability/ Non-accessibility of server-side software product (Intergraph Apollo Server) for more than 10 days in a quarter consecutively for two quarters may be treated as breach of contract leading up to the Termination for Default.

ii. Penalty for Non-Availability of resources and / or support services

Non-Availability of resource in a Quarter	Penalty
Up to three working days or permitted leave	No Penalty
>3 Days and <=8 Days	Rs.3,000/- x number of days of non-availability of the respective service / resource
>8 Days	Rs.5,000/- x number of days of non-availability of the respective resource (subject to a max. penalty of 2% of the cost of respective software product)
<p>Note:</p> <ol style="list-style-type: none"> <li>1. Non-availability of any service / resource consecutively for more than 15 days in a quarter may be treated as breach of contract leading up to the Termination for Default.</li> <li>2. If the resource not available has been granted leave for any major reason such as sickness of self/ parents / spouse / children; marriage etc., the firm should seek permission for the same along with reasons certified by HR and provide suitable replacement during the days of leave. Such permitted leaves shall not be treated as absence of manpower.</li> </ol>	

iii. Penalty for delay in submission of Monthly/ Quarterly Report

Penalty
Penalty for delay in submission of Monthly/ Quarterly services report = Total No. of delay days x Rs. 1000/-

iv. Penalty for delay in deployment of the resource

Penalty
Penalty for delay in deployment of the resource = Total No. of delay days x Rs. 3000/-

v. Penalty for Change of Resources

Time Period	Penalty
Up to two change of resource during the contract period	No penalty
More than two times but up to six times	Rs.30,000/- in each case
<p>Note:</p> <ol style="list-style-type: none"> <li>a. Replacement of resources more than six times may be treated as breach of contract leading up to the Termination for Default.</li> <li>b. Replacement of resources due to resignation of the resource or demise of the resource / spouse / parent or severe medical condition of resource / spouse / parent / children shall not attract this clause of <i>Penalty for Change of Resources</i>. Change of resource on the ground of medical condition shall require approval of competent authority.</li> </ol>	

*Note: The overall penalty would be capped to 10% of respective order value beyond which it may be treated as breach of contract leading to the Termination for Default.*

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





Request for Proposal (RFP) for Upgradation, Scaling Up and Annual Technical Support services of Intergraph's Software Product (Single Source Procurement)

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

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



**ANNEXURE-10: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

1. Particulars of appellant:

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

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

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

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <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 11: NON-DISCLOSURE AGREEMENT**

Effective Date: ("Effective Date")

This Agreement for non-disclosure and indemnity, ("Agreement") is entered into by M/s Intergraph SG&I India Pvt. Ltd, located at \_\_\_\_\_ (herein after referred to as "Intergraph" and "RajCoMP Info Services Ltd.", having its office at C Block, 1st Floor, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as "RISL"). Each party has disclosed or anticipates disclosing to the other party certain Confidential Information in connection with the following business purpose: RISL has engaged Intergraph for providing services for GIS based web & Mobile Application Development.

**1. Definition of Confidential Information :**

"Confidential Information" shall mean all information, whether disclosed before or after the Effective Date, that is disclosed in written, oral, electronic, visual or other form by either party (each, as a "Disclosing Party") to the other party (each, as a "Receiving Party") and either

- (ii) marked or designated as "confidential" or "proprietary" at the time of disclosure or
- (iii) disclosed under circumstance under which it ought to be treated as confidential by the Receiving Party. Confidential Information may include, any raw/ under-processing/ processed data. Any confidential/ non-confidential data shared by Department of Information Technology & Communication (DoIT&C)/ RISL during the engagement of this project shall also be treated as 'Confidential Information' unless and otherwise stated by the department. In addition to the same, any Equipment / Software used for processing and all associated data/product, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data or Request for Proposals or other information disclosed to Receiving Party by virtue of it's relationship with Disclosing Party.

**2. Confidentiality Obligation:**

Notwithstanding anything contained in this NDA 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 Government of Rajasthan / Government of India.
- c. Affect the intellectual property rights or legitimate commercial interests of Intergraph.
- d. Affect the legitimate commercial interests of RISL in situations that may include when the procurement relates to a project in which RISL is to make a competitive bid, or the intellectual property rights of DoIT&C/RISL
- e. RISL may impose on Intergraph and its sub-contractors, if there are any for fulfilling the business purpose, conditions aimed at protecting information, the disclosure of which violates (a) above.
- f. In addition to the restrictions specified above, RISL may impose condition for protecting confidentiality of such information.

**3. Term:**

Considering the national/ state importance of the data being acquired or shared, Intergraph shall maintain confidentiality of any data being acquired/ generated/ processed and shall not disclose any information to any third party without receiving written permission from RISL. Intergraph shall handover all the raw data & software and shall not keep a copy of any software/ source data / finished data and any other related data and products.



**4. Exclusions:**

Confidential Information shall not include Confidential Information that from and after the date of disclosure:

- (iv) is or becomes a matter of public knowledge through no fault of the Receiving Party; or
- (v) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party free of any obligation of confidence, as shown by Recipient's written records; or
- (iii) was rightfully disclosed to the Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information as shown by Receiving Party's written records.

**5. Ownership:**

All Confidential Information and any Derivatives thereof, unless otherwise specified in writing remains the property of Disclosing Party.

**6. Equitable Relief:**

Receiving Party agrees that the obligations assumed by Receiving Party herein are necessary and reasonable in order to protect Disclosing Party and its business, and the Receiving Party expressly agrees that monetary damages would be inadequate to compensate Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth herein. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Receiving Party, without the necessity of proving actual damages. The Receiving Party will notify the Disclosing Party in writing immediately upon learning of the occurrence of any unauthorized disclosure of Confidential Information or other breach of this Agreement. Receiving Party will assist Disclosing Party in remedying any unauthorized use or disclosure of Confidential Information.

**7. Return of Confidential Information:**

The Receiving Party shall return all Confidential Information as stated in clause '1. Definition of Confidential Information' of this agreement or any tangible media of expression to the extent that such tangible media incorporate any Confidential Information of the Disclosing Party, and any copies thereof upon the request of the Disclosing Party. Any Confidential Information which cannot be returned must be destroyed and so certified by Receiving Party.

**8. No Warranty:**

The Confidential Information disclosed under this Agreement is delivered "ASIS," and all representations or warranties, whether express or implied, including, without limitation, warranties or conditions for fitness for a particular purpose, merchantability, title and non-infringement of third party rights are here by disclaimed.

**9. Notices:**

All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, confirmed facsimile or overnight courier to the addresses of the parties set forth herein. Notice is not deemed to have been given to Intergraph unless notice has been delivered at the following address: M/s Intergraph SG&I India Pvt. Ltd, located at \_\_\_\_\_.

**10. Independent Development:**

Receiving Party reserves the right to develop and market any technology, products or services or pursue business opportunities that compete with or are similar to those disclosed by Disclosing Party under this Agreement without the use of the Disclosing Party's Confidential Information.

**11. Indemnification:**



In the event of any civil/criminal case, the party of the first part undertakes that Govt. of Rajasthan or RISL shall not be liable in any way and the company (M/s Intergraph) shall be fully responsible in the event of any damage caused to any individual(s) or property(s) by natural disaster/other event/accidental damages/fire/loss or breakage during the course of the said engagement.

- a) The party on first part shall take care of any loss or injury due to accident caused by the equipments used for said engagement. That it shall be solely responsible for paying all kinds of compensation and damages and would be responsible for any civil or criminal case arising thereof.
- b) THIS DEED WITNESSETH that pursuant to the same, Intergraph hereby agrees to indemnify and keep indemnified RISL against any loss, costs, charges and expenses that the RISL may suffer or incur on account of any claim being made by any other person claiming on the basis of compensation and damages or otherwise and the RISL being required to make payment of the amount under the work done by Intergraph to such person And the Intergraph undertakes that it shall be solely responsible for any civil or criminal case arising thereof.

**12. General:**

This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire non-disclosure agreement. All additions or modification of this Agreement must be made in writing and signed by both parties. No failure or delay in enforcing any right will be deemed a waiver. This Agreement may not be assigned by Receiving Party without the prior written consent of Intergraph which consent shall not be unreasonably withheld. The parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with which Confidential Information may be disclosed. In the event that any of the provisions of this Agreement shall be held by a court unenforceable, the remaining portions here of shall remain in full force and effect. This Agreement shall be governed by the laws of India, without regard to conflicts of law provisions. The parties hereby submit to the exclusive jurisdiction of the courts of Only Jaipur. All fully executed copies of this Agreement shall be deemed originals

**13. Arbitration clause:**

All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by sole arbitrator as per the provisions of Arbitration and conciliation act 1996 and any amendments thereof. The cost of arbitration shall be equally borne by both the Parties. Jurisdiction shall be Jaipur only.

**14. Replication of this Agreement:**

‘Intergraph is required to execute an agreement on similar lines with all its associated parties/ vendors/ sub-contractors who are engaged as part of this project either in front- end or back-end activities as stated above.

Acknowledged and Agreed:

M/s	RajCOMP Info Services Limited
Date:	Date:
Name:	Name:
Title:	Title:



**ANNEXURE 12: OEM/OEM India Entity UNDERTAKING**

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

To,  
{Procuring Entity},

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

Dear Sir,

I/ We undertake to confirm that In case of termination of contract due to any default by the supplier, OEM/OEM India entity i.e., \_\_\_\_\_ shall be liable to provide the all the services as per the contract for the rest period of agreement on the terms and conditions and payment terms of the contract signed by the approved supplier i.e. M/s \_\_\_\_\_.

Date:  
Authorized Signatory  
Name:  
Designation: