2025

RajCOMP Info Services Limited (RISL)

RFP for Selection of Tier-I Agencies for Providing IT/ITes/Software Development Under Raj Fab Project

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Request for Quotation (RFQ) for Selection of Tier-I Agencies for Providing IT/ITes/Software Development Under Raj Fab Project

Mode of Bid Submission	Online though e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	MD RISL, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date of Pre-Bid Meeting	-
Last Date & Time of Submission of Bid	17/07/2025 03:00 PM
Date & Time of Opening of Bid	17/07/2025 04:00 PM

Bidding Document Fee: Rs. 2,000/- (Rupees Two Thousand only)
RISL eProc Processing Fee: Rs.2,000/- (Rupees Two Thousand only)

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

RajCOMP Info Services Limited (RISL)
Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Phone: 0141-5103902 Fax: 0141-228701
Web: http://risl.rajasthan.gov.in
Email:
manpowerservices@rajasthan.gov.in

1. ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 and Rules thereto
Authorized 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/ e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
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
CV	Curriculum Vitae/ Resume
Day	A calendar day as per GoR/ GoI.
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	Means the services incidental to the supply of the services, such as design, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
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
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
Project Site	Wherever applicable, means the designated place or places/ onsite.
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. MD, RISL in this RFP document.
Raj SWAN/ RSWAN	Rajasthan State Wide Area Network
RC	Rate Contract
RISL	RajComp Info Services Limited
RSDC	Rajasthan State Data Centre, Jaipur
Services	IT/ITes/Software Development Services to be provided to the Purchaser under the Contract
SI	System Integrator
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
STQC	Standardization Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TLA	Term Lease Agreement
TIN	Tax Identification Number
TPA	Third Party Auditors
TQ	Technical Qualification
User Department	The client to whom the services are going to be provided by the bidder in consultation with RISL
WO/ PO	Work Order/ Purchase Order

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

Reference No: - F4.15 (7)/RISL/Tech/2024 (Project Mode-RajFab)/2320 **Dated** 11-07-2025
UBN:-RIS2526SLLB00018 **Dated**

This RFQ is hereby issued ONLY to the following bidders, who has been empaneled, at the empanelment stage under Tier-I (NIB Issued vide: F4.15 (7)/RISL/Tech/2024/7164 Dated 26.12.2024) for two year vide administrative order no. F4.15 (7)/RISL/Tech/2024/132 dated: 03.04.2025 for Selection of Tier-I and Tier-II Agencies (Empanelment and Rate Contract) for Providing IT/ITes/Software Development Manpower Services in Government of Rajasthan for a period of 2 Years. List of eligible firms is given as follows:

1. M/s Uneecops Technologies Limited
2. M/s Data Ingenious Global Ltd.
3. M/s Idea Infinity IT Solutions Pvt Ltd
4. M/s Coforge Limited
5. M/s Dev Information Technology Limited
6. M/s CSM Technologies Pvt. Ltd.
7. M/s Choice Consultancy Services Private Limited

Name & Address of the Procuring Entity	• Name: RajComp Info Services Limited (RISL) • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg C-Scheme, Jaipur
Name & Address of the Nodal Officer	• Name: Sh. Kailash Choudhary • Designation: ACP (DD), DoIT&C • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg C-Scheme, Jaipur
Subject Matter of Procurement	Request for Quotation (RFQ) Selection of Tier-I Agency for Providing IT/ITes/Software Development Under Raj Fab Project
Bid Procedure	Single-Stage: One Part (Envelop) Limited Bid (Empaneled Bidder from empanelment stage) e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	• Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in, http://doit.rajasthan.gov.in and http://rajasthan.gov.in • Bidding document fee: Rs. 2000/- (Rupees Two Thousand Only) in Cash challan /Demand Draft/ BC in favour of "Managing Director, RISL" payable at "Jaipur" • RISL Processing Fee: 2000/- (Rupees Two Thousand only) in Demand Draft/BC in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 1.30 Cr (Indian Rupees One Crores Thirty Lakh Rupees Only)
Period of download/Sale of Bidding Documents (Start/ End Date)	• From 11/07/2025 03:00 PM to 17/07/2025 03:00PM
Manner, Start/ End Date for the submission of Bid	• Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in) • Start Date: - 11/07/2025 • End Date: - 17/07/2025 up-to 03:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender fee, and Processing Fee*	• From 11/07/2025 03:00 PM to 17/07/2025 03:00PM

Date/ Time/ Place of Financial Bid Opening	• Date: 17/07/2025 4:00 PM Place: Conference Room, Ground Floor, Yojana Bhawan, C-Scheme, Jaipur

Note:

1) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
2) * In case, the bidder fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to the time and date mentioned in the NIB, its Bid shall not be accepted.
    a. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Managing Director, RISL" payable at "Jaipur" and
    b. The RISL Processing Fee in favour of "Managing Director, RISL" payable at "Jaipur" from any Scheduled Commercial Bank.
3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidder must register on http://eproc.rajasthan.gov.in (bidder already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
4) RISL will not be responsible for delay in online submission due to any reason. For this, 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 on a regular basis. Bidder interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
    Contact No: 0141-2922012 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
    Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the 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 bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

(Kailash Choudhary)
ACP (DD), DoIT&C

2. Information to Bidders:

1) This RFQ is hereby issued ONLY to the following bidders, who has been empaneled, at the empanelment stage under Tier-I (NIB Issued vide: F4.15 (7)/RISL/Tech/2024/ 7164 Dated 26.12.2024) for two year vide administrative order no. F4.15 (7)/RISL/Tech/2024/132 dated: 03-04-2025 for Selection of Tier-I and Tier-II Agencies (Empanelment and Rate Contract) for Providing IT/ITes/Software Development Manpower Services in Government of Rajasthan for a period of 2 Years. List of eligible firms is given as follows:
    1. M/s Uneecops Technologies Limited
    2. M/s Data Ingenious Global Ltd.
    3. M/s Idea Infinity IT Solutions Pvt Ltd
    4. M/s Coforge Limited
    5. M/s Dev Information Technology Limited
    6. M/s CSM Technologies Pvt. Ltd.
    7. M/s Choice Consultancy Services Private Limited
2) RISL is inviting techno-commercial electronic (e-Bid) proposal, from the above-mentioned empaneled agencies.
3) Based on the financial selection criteria, defined in this RFQ document, RISL will identify the successful bidder from the above shortlisted bidders.

3. SCOPE OF WORK, DELIVERABLES, TIMELINES and PAYMENT SCHEDULE

Refer to **Annexure-6** for detailed information on the Scope of Work, Deliverables, Timelines, and Payment Schedule.

4. INSTRUCTION TO BIDDERS (ITB)

1) Bid Security

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

a) In open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

b) In lieu of bid security, a bid securing declaration shall be taken from
    i. Departments /Boards of the State / Government or Central Government;
    ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
    iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
    iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or

controlled or managed by the State Government or Central Government;

c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.

d) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

e) The bid security may be given in the form of a banker's cheque or demand draft or Bank Guarantee or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

f) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.

g) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

h) The bank guarantee or electronic bank guarantee (e-BG) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

j) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

   i. when the bidder withdraws or modifies its bid after opening of bids;
   ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
   iii. when the bidder fails to commence the services or execute work as per supply/ work order within the time specified;
   iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
   v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

k) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

l) The bid security shall promptly be returned after the earliest of the following events, namely:

   i. the expiry of validity of bid security;
   ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;
   iii. the cancellation of the procurement process; or
   iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2) Sale of Bidding/ Tender Documents

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

b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.

c) Bidding documents purchased by Principal of any concern may be used by its authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa.

3) Pre-bid Meeting/ Clarifications

a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.

b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.

c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -

  i. Last date of submitting clarifications requests by the bidder: as per NIB
  ii. Response to clarifications by procuring entity: as per NIB

d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

e) At any time, prior to the deadline for submission of Bids, the procuring entity can 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.

f) 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.

g) 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.

h) 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 in such extended time. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

i) Bidders need to submit pre-bid queries in a prescribed format (Annexure-V)

4) Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

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

5) Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document.

b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

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

6) Format and Signing of Bids

a) Bidders must submit their bids online at e-Procurement portal i.e. https://eproc.rajasthan.gov.in.

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A single stage-one part / cover system shall be followed for the Bid: -

   i. Financial Bid, including fee details & relevant documents

d) The bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)

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-1 (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/ content may lead to the rejections of the Bid submitted by the bidder.

7) 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.

8) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

9) Deadline for the submission of Bids

a) Bids shall be submitted online at e-Procurement portal and up to the time and date specified in the NIB.

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

10) Withdrawal, Substitution, and Modification of Bids

a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".

b) Bids withdrawn shall not be opened and processes further.

11) Opening of Bids

a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.

b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e- Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).

e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima- facie responsiveness and ensure that the: -

i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);

ii. bid is valid for the period, specified in the bidding document;

iii. bid is unconditional and the bidder has agreed to give the required performance security; and

iv. other conditions, as specified in the bidding document are fulfilled.

v. any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

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

12) Selection Method

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

13) Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

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

e) All communications generated under this rule shall be included in the record of the procurement proceedings.

14) Evaluation & Tabulation of Technical Bids

a. Determination of Responsiveness

i. 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.

ii. 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.

iii. A material deviation, reservation, or omission is one that,
   i. if accepted, shall:-
      1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
   ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

iv. 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.

v. 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.

vi. For the bids submitted by MSME firms registered in Rajasthan, inspection of the premises of the bidder firm will invariably be done by technical evaluation committee during the technical evaluation of the bids. If any discrepancies found, the bid shall be liable to be rejected during the technical evaluation.

b. Non-material Non-conformities in Bids

vii. 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.

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

ix. 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.

15) Tabulation of Technical Bids

i. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

ii. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

iii. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

iv. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

16) Evaluation & Tabulation of Financial Bids

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

a) The financial Bids of the technically qualified bidders, shall be opened online at notified time, by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present.

b) the names of the bidders, the duration and quantity given by them and conditions put, if any, shall be read out and recorded;

c) conditional Bids are 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) the evaluation shall follow the process mentioned at clause 12 above for calculation of L1

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

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

h) 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.

i) To evaluate a financial bid, the tendering authority shall consider the following: -
   a. The bid price as quoted in accordance with bidding document.
   b. Price adjustment for correction of arithmetic errors in accordance with bidding document.

j) All rates quoted must be FOR destination and should include all incidental charges except GST which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises of Purchaser. Goods to be purchased are for the purpose of official use, hence Octroi is not payable. The rates, therefore, should be exclusive of Octroi, and local tax, in case goods to be purchased are for the purpose of resale or use as manufacture of any goods for sale, the rates shall be inclusive of Octroi and local tax. In the former case, a certificate in the prescribed form will be furnished along with the supply order

k) The bidders are required to quote for each profile, if any chance bidder does not quote any rate in respect of any profile, the bid will be rejected.

17) Correction of Arithmetic Errors in Financial Bids

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

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

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

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

18) Price/ purchase preference in evaluation

In case of MSMEs , purchase preference notified by the State Government shall be considered in the evaluation of bids and award of contract.

19) TAXES AND DUTIES

a) The TDS, GST 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.

20) Negotiations

a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre- bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re- invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

21) Exclusion of Bids/ Disqualification

a) A procuring entity shall exclude/ disqualify a Bid, if: -

i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;

iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;

v. 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;

vi. 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: -

i. communicated to the concerned bidder in writing;

ii. published on the State Public Procurement Portal, if applicable.

22) Breach of Code of Integrity by the Bidder

Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

23) Lack of competition

a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

i. the Bid is technically qualified;

ii. the price quoted by the bidder is assessed to be reasonable;

iii. the Bid is unconditional and complete in all respects;

iv. there are no obvious indicators of cartelization amongst bidders; and

v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member(s).

c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

24) Acceptance of the successful Bid and award of contract

a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

b) Decision on bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

f) Prior to the expiry bid validity period, 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 shall constitute a binding contract.

i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

25) Information and publication of award

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

26) Execution of agreement

a) A procurement contract shall come into force from the date on which the contract/ agreement is signed.

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 dispatched 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.

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

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

28) 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 except otherwise provided in the bidding documents.

b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.

c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :-

   i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

   ii. 50% of the value of goods or services of the original contract.

29) Performance Security Deposit

a) Performance security shall be solicited from all successful bidders except the,-

   i. Departments/Boards of the State Government or Central Government;
   ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
   iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
   iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
   v. Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.

b) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small-Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

c) Performance security shall be furnished in any one of the following forms-

i. deposit though eGRAS;

ii. Bank Draft or Banker's Cheque of a scheduled bank;

iii. 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;

iv. Bank guarantee or electronic bank guarantee (e-BG) 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 rule 42 for bid security;

v. 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 Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt 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.

vi. In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill.

d) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

e) Additional Performance Security- 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 Daft, Banker's Cheque, Government Securities , Bank guarantee or electronic Bank Guarantee (e-BG)

Explanation : For the purpose of this rule,- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value. (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity. (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

f) In case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SeMT), Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not required to be taken.

g) 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.

30) Additional Performance Security

In addition to Performance Security as specified above, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Daft, Banker's Cheque, Government Securities or Bank Guarantee.

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 selected bidder 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 selected bidder.

31) 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: -

i. impede enforcement of any law;

ii. affect the security or strategic interests of India;

iii. affect the intellectual property rights or legitimate commercial interests of bidders;

iv. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.

c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

32) 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 -
   i. at any time prior to the acceptance of the successful Bid; or
   ii. After the successful Bid is accepted in accordance with (d) and (e) below.
c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
   i. 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;
   ii. 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.

33) Code of Integrity for Bidders

a) Any bidder participating in procurement process shall
   i. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
   ii. Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
   iii. Not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
   iv. Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
   v. Not indulge in 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;
   vi. Not obstruct any investigation or audit of a procurement process;
   vii. Disclose conflict of interest, if any; and
   viii. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

34) Conflict of Interest

a) A conflict of interest for bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
b) A bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-
   i. they have controlling partners in common;
   ii. they receive or have received any direct or indirect subsidy from any of them;
   iii. they have the same legal representative for purposes of the bid;

iv. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

v. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

vi. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

35) Interference with Procurement Process

A bidder, who: -

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

36) Appeals

a) Subject to section 4 of RTPP Act, 2012, 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 this 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 ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, 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: Provided that after the declaration of a bidder as successful in terms of section 27of RTPP Act, 2012 , the appeal may be filed only by a bidder who has participated in procurement proceedings. 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) If the officer designated under sub-section (1) fails to dispose of the appeal filed under that sub-section within the period specified in subsection (3), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed under sub section (2), 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 fifteen days from the expiry of the 31 period specified in sub-section (3) or of the date of receipt of the order passed under sub-section (2), as the case may be.

c) 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.

d) 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 authorized representative.

First Appeallate Authority

Secretary/ Principal Secretary, IT&C, Govt. of Rajasthan

Second Appeallate Authority

Secretary, Finance (Budget) Department, Govt. of Rajasthan.

e) Fee for filing appeal
   i. 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.
   ii. 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.

f) Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

37) Risk & Cost Clause

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk & Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may be adjusted against dues payable to supplier by PE against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.

38) 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.

39) 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.

40) 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-
    i. "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
    ii. "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.

41) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence
    i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
    ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

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

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect 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.

42) 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 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.

43)Price Fall

Anything The prices under a rate contract shall be subject to price fall clause as per as per Rule 29 (2)(h) of RTPP Rules 2013. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

44) General Instructions

Anything that is not mentioned/ covered explicitly in the RFP shall be governed by RTPP Act, 2012 and Rules thereto.

5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the Agreement, including any amendments Thereto.

c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means a calendar day.

e) "Man-Month" means one resource working for 1 month (Calendar working days as per GoR).

f) "Delivery" means the transfer of the services from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

g) "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.

h) "Goods" means all of the services that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

i) "Purchaser" means the entity purchasing services, as specified in the bidding document.

j) The "Services" means IT-Manpower Services to be provided to the Purchaser under the Contract

k) "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.

l) "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/ Services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.

m) "Successful or Selected bidder or Selected Agency" means private or government entity, 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.

n) "The Site," where applicable, means the designated project place(s) named in the bidding document.

o) "IPR (Intellectual Property Rights)" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.

Note: The bidder shall be deemed to have carefully examined the conditions, etc. of the RFP/ contract and the services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the scope or services to be rendered, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) **Contract Documents**

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

2) **Interpretation**

a) If the context so requires it, singular means plural and vice versa.
b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) **Language**

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

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

Consortium, Joint Venture is not allowed under this RFP

5) **Eligible Services**

a) For purposes of this Clause, the term "services" includes IT services as mentioned in section 4 (scope of work) to be provided to the Purchaser under the Contract

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

A. A notice, document or order shall be deemed to be served on any individual by -
   a. delivering it to the person personally; or
   b. leaving it at, or sending it by post to, the address of the place of residence or business

of the person last known;

c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.

B. When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

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

D. 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.

7) **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.

8) **Scope of Services**

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

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such services/ deliverables 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 work/ project as if such services/ deliverables were expressly mentioned in the Contract.

9) **Delivery of Services**

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

b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made as per Scope of RFP/ WO after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Supplier/ Selected Bidder shall arrange to deliver the services/ deploy the resources at various departments and/ or their offices/ locations mentioned in the PO/ WO.

Shifting the place of deployment: The user will be free to shift the place of deployment of resources for the said services within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, including transportation, in relocating the resources.

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

The Supplier/ Selected Bidder shall deliver services included in the scope of work (but not limited to) in accordance with the provisions of bidding document and/ or contract.

11) **Purchaser's Responsibilities**

a) Whenever the services require 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.

12) **Contract Price**

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

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

13) **Recoveries from Supplier/ Selected Bidder**

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

b) The Purchase Officer shall withhold amount to the extent of liquidated damages/ penalties, as applicable. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14) **Taxes & Duties**

a) The TDS, GST, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.

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

15) **Copyright**

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in RISL.

16) **Confidential Information**

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

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

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

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

i. the Purchaser or Supplier/ Selected Bidder need to share with RISL or other institutions participating in the Contract;

ii. now or hereafter enters the public domain through no fault of that party;

iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive during the course of agreement and after three years of completion or termination, for whatever reason, of the contract.

17) **Insurance**

a) The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided to the Purchaser by Selected Agency other than the death or injury resulting from any act or default of the Purchaser. The Selected Agency undertakes to indemnify and keep indemnified the Purchaser against all such damages and compensation and against all such claims proceedings, damages, costs, charges and expenses (including reasonable legal costs) whatsoever in respect thereof or in relation thereto

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

a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

b) The selected bidder shall arrange supplies within the stipulated time period.

c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

19) **Payments**

a) Advance Payment will not be made.

b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with General Financial and Accounts Rules (G.F.& A.R) all remittance charges will be borne by the bidder.

c) In case of disputed items, the amount of disputer items shall be withheld and will be paid on settlement of the dispute.

d) Any Official travel to be undertaken for project work as directed by the Purchaser will be borne by the Purchaser.

e) It is the clear understanding of the Selected Agency that the complete scope as defined or as may be required for the intended objective is included in the Rates by Level. No extra payment apart from the quoted Rate by Level will be made in order to achieve the intended objectives. Reasons like, Selected Agency having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.

f) No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules however compensatory off will be allowed.

20) **Legal**

All legal proceedings, if necessary arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

21) **Indemnity**

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.

22) **Limitation of Liability**

Except in cases of gross negligence or willful 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 penalties 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.

23) **Force Majeure**

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

24) **Termination**

a) Termination for Default

i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
   a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by 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. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods , Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

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. The Contract may terminate, 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 services that are complete and ready for deployment/ delivery 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 services, 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 Services Or and for materials and parts previously procured by the supplier/ selected bidder.

25) **Exit Management**

a) Preamble

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

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

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

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

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

i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.

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

c) Confidential Information, Security and Data

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

i. Documentation relating to Intellectual Property Rights;

ii. Project related data and confidential information, 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

iii. 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).

iv. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

d) Transfer of certain agreements

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

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

e) General Obligations of the selected bidder

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.

i. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

f) Exit Management Plan

i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOW.

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/ designated departments operations as a result of undertaking the transfer; and

iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.

vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.

vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.

ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

x. It would be the responsibility of the selected bidder to support new operator during the transition period.

g) Training, handholding and knowledge transfer

i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL or Line Departments (if any) in the last 45 days of the project duration.

ii. The selected bidder shall hold operational hand-holding sessions on the developed mobile applications with the designated officers/ staff members, so that RISL or line departments (if any) can continue with the applications even after selected bidder exits the project.

26) **Settlement of Disputes**

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.

27)**Jurisdiction**

The jurisdiction in respect of all claims and matters arising under the contract shall be the courts situated in Jaipur, Rajasthan.

28)**Provision In Conflict**

If a clause or a provision or a term or a condition is in conflict with RTPP Act, 2012 and RTPP Rules, 2013, in this situation, provisions and rules of RTPP Act, 2012 and RTPP Rules, 2013 shall prevail.

ANNEXURE-1: 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/ services as mentioned in the Scope of the work, Technical specification, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications/requirements prescribed. The 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 services in accordance with the requirement & delivery schedule specified in this bidding document.

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

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

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

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

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

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

Date:

Authorized

Signatory Name:

Designation:

Financial Bid Format (12-month New Development Period + Existing Portal FMS)

Note:

1. The bidders are required to quote at least 1 quantity for each profile. If any bidder does not quote any quantity (i.e., quoting zero or leaving blank) in respect of any profile, the bid will be rejected.
2. It is mandatory to duly fill both BoQs. Failure to do so shall result in rejection of the bid.

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

- **Tender Inviting Authority: MD, RISL**

Name of Work: RFQ for "Selection of Tier-I Agency for Providing IT/ITes/Software Development Under Raj Fab Project"

NIT Ref. No.:

Bidder Name:

PRICE SCHEDULE (ITEMS)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded on e-Proc after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Sl.No.	Profile	Number of Months (*Maximum: 12 Months)	Quantity	Man Month Rate (RISL Tier-1) (INR Excl. GST)	Man Month Rate (RISL Tier-1) (INR incl. GST)	Total Cost (INR excl. GST)	Total Cost (INR incl. GST)
1	2	3	4	5	6	7=3*4*5	8=3*4*6
1.	Senior Developer (Application Framework)			1,30,000.00	1,53,400.00		
2.	Developer (Application Framework)			1,05,000.00	1,23,900.00		
3.	Mobile Application Developer			94,500.00	1,11,510.00		
4.	Sr. Database Expert			1,50,000.00	1,77,000.00		
5.	Project Manager (Technical)			1,50,000.00	1,77,000.00		
Total							
Total in Figures							

1) Tax rate shall be as per prevailing rates.

Financial Bid Format (6-month FMS Period of Newly developed Application (Fixed))

Note:

1. The bidders are required to quote at least 1 quantity for each profile. If any bidder does not quote any quantity (i.e., quoting zero or leaving blank) in respect of any profile, the bid will be rejected.
2. It is mandatory to duly fill both BoQs. Failure to do so shall result in rejection of the bid.

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

<table>
<tr><td colspan="8">• Tender Inviting Authority: MD, RISL</td></tr>
<tr><td colspan="8">Name of Work: RFQ for “Selection of Tier-I Agency for Providing IT/ITes/Software Development Under Raj Fab Project”</td></tr>
<tr><td colspan="8">NIT Ref. No.:</td></tr>
<tr><td colspan="8">Bidder Name:</td></tr>
<tr><td colspan="8"><u>PRICE SCHEDULE (ITEMS)</u>
<u>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded on e-Proc after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</u></td></tr>
<tr><th>Sl.No.</th><th>Profile</th><th>Number of Months</th><th>Quantity</th><th>Man Month Rate (RISL Tier-1)
(INR Excl. GST)</th><th>Man Month Rate (RISL Tier-1)
(INR incl. GST)</th><th>Total Cost
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(INR incl. GST)</th></tr>
<tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7=3*4*5</td><td>8=3*4*6</td></tr>
<tr><td>1.</td><td>Senior Developer (Application Framework)</td><td>6</td><td></td><td>1,30,000.00</td><td>1,53,400.00</td><td></td><td></td></tr>
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<tr><td>3.</td><td>Mobile Application Developer</td><td>6</td><td></td><td>94,500.00</td><td>1,11,510.00</td><td></td><td></td></tr>
<tr><td>4.</td><td>Database Expert</td><td>6</td><td></td><td>90,000.00</td><td>1,06,200.00</td><td></td><td></td></tr>
<tr><td colspan="6">Total</td><td></td><td></td></tr>
<tr><td colspan="2">Total in Figures</td><td colspan="6"></td></tr>
</table>

1) Tax rate shall be as per prevailing rates

ANNEXURE-2: BANK GUARANTEE FORMAT

{to be submitted by the bidder's bank}

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-3 : DRAFT AGREEMENT FORMAT (in case of RISL) (Tentative Format)

This Contract is made and entered into on this ___day of ________, 2025 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.

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

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

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

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

3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the
   RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. __and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the service delivery period , the recovery shall be made as defined in Service Level standards/Requirements at Annexure-6 of this RFP

   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. 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.
   iii. Delivery period may be extended with or without penalties if the delay in the supply of goods in on account of hindrances beyond the control of supplier or if RISL find it justified.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ______________________day of ___, 2025.

Signed By:	Signed By:
Designation:, Company:	**(Authorized Signatory)** RISL
In the presence of:	*In the presence of:*
Designation: Company:	Designation: RISL
Designation: Company:	Designation: RISL

ANNEXURE-4: 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-5: PRE-BID QUERIES FORMAT

{to be filled by the bidder}

Name of the Company/Firm: ____

____

Bidding Document Fee Receipt No. __________Dated___________for Rs. ____________/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-6: TOR for RajFAB Project

1. About The Department

The Government of Rajasthan has set up the Factories and Boilers Inspection Department to inspect factories and boilers for the enforcement of the provision of Factories Act, 1948 and Boilers Act, 1923 and rules made there under for safety, health and welfare of the workers.

Factories and Boilers Inspection Department has a Safety Museum and Training Centre (SMTC) at Jaipur to provide periodic trainings to workers, supervisors or managers on the various aspects of safety. The training sessions are conducted by the safety experts.

An Industrial Hygiene Laboratory (IHL) has been set up and being operated by the department at Jaipur to take samples of air pollutants at the workplace to analyse and to suggest corrective measures for the betterment of occupation health of the workers.

The department has a qualified medical doctor as the certifying surgeon and Inspector (Medical) for the check-up of the workers on-site/at Head Office for assessment and suggestion about the occupational health of the workers.

2. Project Objective

The objectives of the project are as mentioned below:

a) To Ensure Safety of Factory Workers by Inspection.

b) To Ensure Health of Factory Workers.

c) To Ensure Welfare of Factory Workers.

d) To Minimize Factory Accidents.

e) To Minimize Boiler Accidents.

f) To Monitor MAH Factories.

3. Project Stakeholders

The following stakeholders, which will be involved in the project:

a) DoITC/RISL, GoR

b) Factories and Boilers, GoR

c) Workers and Health personal

4. Scope of the Project

As per requirement of the Department, RajFAB portal is required to be revamp and redesign.

Further, Facility Management Services (FMS) is required to be provided to the existing application of RajFAB. A Mobile App is also required to be build as per the requirement of the Department. The revamping and re-designing of the application will be consider all the modules operational presently. After development of new portal the FMS of RajFAB application will be started.

The broad scope of work would be as follows: -

1) Carry out requirement study/analysis of business processes to thoroughly understand the functional and operational mechanism and collect requirements from the concerned officer(s) for the development of web and mobile application. Brief description of requirements of Factories and Boilers Inspection Department for software development are given below: -

a. RajNivesh Portal and Business Reform Action Plan (BRAP): RajFAB web application software developed continuously to comply various points of RajNivesh Portal developed by GoR and BRAP issued by Government of India. New provisions for RajNivesh BRAPs are expected to be released for coming years.

b. **Business re-engineering:** Time to time Acts, Rules & Regulation amendments need to be incorporated in RajFAB web application software for business re-engineering and simplification for approvals.

c. **Feedbacks and support:** Online feedback and support system has been in-built in RajFAB web application software so that anytime any citizen can report any technical difficulty and suggest new features to improve the various online approval procedures.

d. **Incorporation of latest web standards:** Time to time major technical overhauling and software development is needed to incorporate the latest web standards in the web application as per the direction of the Government.

e. **Stabilization and further development of RajFAB web application software and mobile application:** Restructure process according to EoDB (Ease of Doing Business) requirement like Application Process System, Document Management System, NIC Code Management System, Reporting System, Workflow Process with Security Standards. All the present modules need to be revamped with new technology for proper working of RajFAB web application along with the software development of new modules in the following manner.

i. ***Registration of factories***

ii. ***Auto renewal of factories***

iii. ***Map approval of factories***

iv. ***Return submission*** – Integration with Central Labour Department return system and restructure process according to EoDB (Ease of Doing Business) requirement

v. ***Inspection report and compliance*** - Implement New CIS Reporting System, Workflow Process.

vi. ***Self-certification of Factories***

vii. ***Self-certification of Boilers***

viii. ***SMS/eMail/push notification Management System***

ix. ***Central Inspection System Logic*** – Restructure process according to EoDB (Ease of Doing Business) requirement

x. ***User Management System*** –Privilege Management, Role and access Management and reporting.

xi. ***Training Module (SMTC)*** – Module to be enhanced according to the future requirements.

xii. ***Laboratory Module (IHL)*** - New module to be added

xiii. ***RajFAB mobile application*** - Users of RajFAB mobile application will be Factories and Boilers personnels and citizens.

xv. ***Software documentation*** – With the new developments all software documents

need to be re-written and updated like user manuals, SRS, TDD etc.

xvi. ***Tutorials and YouTube videos*** – With the new developments all tutorials and

YouTube videos need to be re-written and updated for BRAP and EoDB.

xvii. ***Integration with other software of GOR & GOI*** – This application shall also be integrated with existing State-Level applications (Rajasthan Digital Stack) implemented in the State of Rajasthan, some of which are listed below:

- RajDharaa (State GIS application)
- e-Mitra
- RPP (Rajasthan Payment Platform)
- eSanchar Gateway for SMS / WhatsApp
- E-Mail Solution
- Raj SSO
- E-Vault
- Raj Sewa Dwaar
- Raj Masters

xviii. ***Dynamic Website development*** – RajFAB Website of the department plays an important role in compliance of BRAP and RTI.

xix. ***Document Management System*** –The enclosed documents need to be managed in RajFAB software using new technologies for handling, scrutiny and library purposes.

xx. ***Security*** – In the present scenario the RajFAB web and mobile applications need to be audited for security for the safety of user data and integrity of the application.

xxi. **MIS Report Generation** – All mandatory MIS reports are to be generated to achieve total paperless system.

xxii. **Integration of Artificial Intelligence (AI)** - RajFAB web application needs to integrated with AI in various software modules such as validations to prevent upload of blurred/unreadable document for faster processing of applications. Training of AI model and integration of such AI model in software modules to provide suggestions to process applications for shortcomings/completion, hazard identification/risk assessments etc.

2) Prepare documents- SRS and other related documents as per requirement

3) Provision for amendments required for Business Reform Action Plan (BRAP) for Ease of Doing Business and law amendments in Mobile & Web Application.

4) Design enhancement & further development / updation of user-friendly dynamic website and web application 3.0 for the Factories and Boilers Inspection department.

5) Version upgradation of web/mobile application, compatible with existing application.

6) Dashboard & Reporting Module

7) Masters & User Management Module

8) Data optimization as per portal requirement

9) Perform Integration Test and various other tests live performance, load testing, security audit etc.

10) Assistance in application Security and Audit control.

11) Deployment and Go-Live of Application.

12) Conduct hands on trainings assistance (on need basis) to the designated officers/office staff/ users on the developed modules/ application, if required. Further training will be issued by Departmental Officers to other staff. All training related expenses to be borne by Department.

13) Shall perform changes and enhancements to the developed Web & Mobile application as per the requirement of department.

14) Maintain version control and archives of source code, SRS & associated technical documents and database as per RSDC Policy.

15) Shall provide day to day functional and technical support to address, analyse and fix any technical glitches within the existing features.

16) Carry out the performance testing activity (load/ stress/ volume testing) on monthly basis or as per the requirement of Factories and Boilers Inspection Department to ensure that the application meets the required speed, scalability and stability requirements under the expected workloads and provide its recommendations for improvement (if any). Ensure smooth functioning of the application under varying load requirements & ensure proper management of:

- Concurrent users
- CPU utilization
- Memory & Network utilization etc.

17) Maintain Service Level Agreement adhering to SLA requirement of the project.

18) Close monitoring of the application usage so as to ensure the desired uptime. In case of downtime/ link failure, reporting immediately the same to the designated officer of RajFAB and assist them in coordinating with RSDC, Bandwidth Service Provider & other stakeholders in tracking until the link is restored and services are operational as required.

19) Back-up of database at regular intervals is being taken by the RSDC as per policy.

20) Shall perform the Activities as under:

- Application Enhancement, modification and configuration etc.
- Debugging, modification, error rectification, monitoring and updating in the mobile Application as and when required by the department for smooth functioning of the application
- Ensure that the application works properly
- Proper version control and configuration management of the source code
- Provide first level of support (L1) for logging and resolution of the compliant and bug fixing of the application
- Training to the officer of user department on new features added to the implemented application.
- Apart from above, any other functional/ technical assistance required for proper functioning of the application.

21) The website/portal/mobile developments will comply with the latest web standards and as directed by the State Government/Central Government.

5. Profiles of Manpower Requirement in Design, Development & FMS of RajFAB application

12-month Development Period + Existing FMS			
Sr. No	**Profile /Expertise**	**Experience**	**Qualification**
1	Senior Developer (Application Framework)	8 Years	(B. Tech/B.E. in any discipline)/MCA/M.sc (IT) with relevant experience
2	Developer (Application Framework)	4 Years	(B. Tech/B.E. in any discipline)/MCA/M.sc (IT) with relevant experience
3	Mobile Application Developer	3 Years	(B. Tech/B.E. in any discipline)/MCA/M.sc (IT) with relevant experience
4	Sr. Database Expert	6 Years	(B. Tech/B.E. in any discipline)/MCA/M.sc (IT) with relevant experience
5	Project Manager (Technical)	6 Years	(B. Tech/B.E. in any discipline)/MCA/M.sc (IT) with relevant experience
6-month FMS Period			
Sr. No	**Profile /Expertise**	**Experience**	**Qualification**
1	Senior Developer (Application Framework)	8 Years	(B. Tech/B.E. in any discipline)/MCA/M.sc (IT) with relevant experience
2	Developer (Application Framework)	4 Years	(B. Tech/B.E. in any discipline)/MCA/M.sc (IT) with relevant experience
3	Mobile Application Developer	3 Years	(B. Tech/B.E. in any discipline)/MCA/M.sc (IT) with relevant experience
4	Database Expert	3 Years	(B. Tech/B.E. in any discipline)/MCA/M.sc (IT) with relevant experience

6. Approach to Application Design and Development

Phase-1: Preparedness of RajFAB Web Portal: (45 days)

1. Meeting with stakeholders
2. Knowledge transfer plan
3. Data Migration plan
4. IT Readiness report of the existing system
    a. As-Is Study report
    b. To be Study Report
    c. IT Compute, Network and Storage Requirement Report for DC and DR – for Testing, Staging and Production environments.
5. Preparation of SRS & FRS of complete application: Approval of SRS by OIC
6. Application Deployment plan with
    a. System Architecture
    b. Technology Architecture
    c. Design Document – SDD, HDD
7. Fortnightly Reporting Templates: Approval by OIC

Phase -2: Development of RajFAB Web Portal (80 days)

8. Admin panel consisting User management (Role and access rights) module, master creation and management module, Integration with BRN/LIN number, Document Management system, Dynamic Workflow Management module & Dynamic Forms Management module
9. Component Design and Management, Form Design and Management, Change Management System, W3C/ latest web standards incorporation
10. Map Approval:
    a. Form design with help functionality
    b. Application Submission
    c. Dynamic Application workflow (Application submission to approval including objection certificate).
    d. Certificate generation
    e. Chemical in Factories Management System
    f. MIS Report

11. Map Amendment:

    a. Application Submission,

    g. Dynamic Application workflow (Application submission to approval including objection certificate).

    b. Certificate generation

    c. MIS Report

12. Factory license

    Application Submission, Dynamic Application workflow (Application submission to approval including objection certificate), Certificate generation, Integration with eGrass/emitra payment platform, K NO etc., MIS Report of following sub-phases: -

    a. Factory Registration

    b. Factory License amendment

    c. Factory License auto renewal

    d. Factory Closure

13. Module Training to the user department staff & officials as per the requirement

Phase -3: Development of RajFAB Web Portal (80 days)

14. Boiler approval

    Application Submission, Dynamic Application workflow (Application submission to approval), Inspection, Erection permission letter, Certificate generation, Integration with eGrass/emitra payment platform, MIS Report of following sub-phases: -

    a. Boiler Registration

    b. Boiler Renewal/Modification/Repair

    c. Boiler Transfer

    d. Boiler Closure(Temporary/Permanent/Disposal)

    e. Steam Pipeline Registration

    f. Steam Pipeline as per built

    g. Boiler Manufacture Registration/Amendment/Renewal

    h. Boiler Manufacturer Drawing

    i. Boiler Repairer Registration/Renewal

    j. Boiler Erector Registration/Renewal

    k. Boiler Component/Fitting

    l. Economiser Registration/Amendment/Renewal Module

15. Single integrated Annual return & Form-23

    a. Application Submission

b. Dynamic Application workflow

c. MIS Report

16. Inspection Module Integration with CIS (Central Inspection System)

    a. Factory Inspection

    b. Boiler Inspection

    c. Sample Collection.

    d. Report upload

    e. Risk Assessment and Hazard Analysis System

    f. Inspection analysis and Risk category points evaluation

    g. Dynamic Application workflow

    h. MIS Report

17. Compliance Management System

    a. Application Submission

    b. Dynamic Application workflow (Application submission, sent Back & finally approval)

18. Factory Manager Change

    a. Application Submission

    b. Dynamic Application workflow (Application submission to Approval)

19. Module Training to the user department staff & officials as per the requirement

Phase -4: Development of RajFAB Web Portal (80 days)

20. Application Submission, Dynamic Application workflow (Application submission to Approval), Certificate generation, Integration with e-Grass/emitra payment platform, KNO etc., MIS Report of following phases: -

21. Self-Certification Factory

22. Self-Certification Boiler

23. Third Party Competent Person Registration/Amendment/Renewal

24. Third Party Competent Person 48 hours Inspection Report

25. Third Party Competent Person Physical verification of testing equipment

26. Third Party Factory Engineers Empanelment

27. Third Party Boiler Engineer Empanelment

28. Welder Certificate

29. Third Party Safety/First Aid Training Centre Approval

30. Training Centre in Factory premises Approval

31. Hazardous and E-waste worker registration
32. Permission for Women worker Night Shift
33. Safety Award Module
34. Departmental Safety Training Centre (SMTC) Module
    a. Training Schedules.
    b. SMS/Email
    c. Training Reporting
    d. Training Attendance with Photo and video
    e. MIS Report
35. MPR Modules (10 formats)
    a. Entry forms
    b. MIS Report
36. Module Training to the user department staff & officials as per the requirement

Phase -5: Development of RajFAB Web Portal, Mobile App & Website (80 days)

37. Dashboard and Analytics
    a. Role based dashboard
    b. Payment
    c. Feedback
38. MAH Factory Data updation
    a. Application Submission
    b. Dynamic Application workflow (Application submission to Approval)
    c. MIS Report
39. Silicosis Factory and Worker Module
    a. Entry Forms
    b. MIS Report
40. Feedback Module
41. Support and grievance Module
42. Egrass Challan Payment System
    a. Payment verification
    b. MIS Reports

43. Bocw Data from labour department
    a. Get Bocw registration data from LDMS
    b. Inspection of Bocw
44. API Management/Integration with other applications
    a. SSO Login
    b. RajNivesh (CIS and Application Service integration)
    c. LDMS
    d. BRN
    e. LIN
    f. RGDPS
    g. Jansoochna portal
    h. Emitra (Payment and kiosk Application service integration)
    i. E-Grass payment
    j. Push notification and SMS/Email service
    k. K. No. Integration
45. RajFAB Mobile application (Android and iOS compatible)
46. Dynamic Website development with Admin panel
47. Payment Management system, Form Management System, Help Management System
48. Old record modules – Scanning, uploading and linking of old records for complete paperless working.
49. Digital signature/eSign – Facility for Digital signature/eSign needs to be incorporated for documents and stamping on drawings.
50. User Manuals – With the new developments all user manuals need to be re-written and updated on every stage/module wise.
51. Tutorials and YouTube videos – With the new developments all tutorials and YouTube videos need to be re-written and updated for BRAP and EoDB.

7. General Features of RajFAB Web Application

The general features of the web portal are as below:-

1. The Agency will use industry standard methodology for Software Engineering, covering the entire SDLC (Software Development Life Cycle).
2. **Web Based**: The RajFAB application will be a web-based application which would be connected through central servers through primary network connectivity. As and when the data is entered and after verification, it would be uploaded to the central servers in real time.

3. **Browser Independent**: The application software should be web enabled so that the same can be accessed by applicants from anywhere, anytime. It is imperative that the user interface of the application software should be browser based so that the users can access the software using internet (HTTP protocol). The software should be compatible with all popular browsers.
4. **Audit Trail**: The application software should provide for proper audit trail for any change made in the data. The software should be capable to store IP addresses, date and time stamp and other identities (including biometric and/or digital signatures) of the applicant entering online data and IP address and user code, date & time stamp of user creating application rules, editing any rules, editing master data, etc. The system should maintain proper logs of any changes made in the data. All deleted and edited records should be traceable and copy of all editions/ deletions should be available with MIS reporting of the same.
5. **Validation Checks**: The application software should incorporate proper validation checks so that garbage data is not entered in the database. The validation checks should be able to minimize data entry mistakes.
6. **Security**: The application should be designed and developed by incorporating security features as per the best industry practices. To maintain information security at transaction level, application should support both HTTP and HTTPS. The website should be SSL enabled so as to enable integration with payment gateway of various banks. The specific elements of the application should be provided access to authorized personnel. Wherever required the data should be encrypted. The agency shall, to the extent relevant and possible, be guided by the standard information systems security policies and guidelines or suitable Industry standards. Appropriate access and authorization controls should be incorporated into the software. The agency should also provide configurable User and Role-based security for the Menu Options of the application. Individual user will be protected with access rights. Individual users should not be able to access data of other users.
7. The Application must have integrated security/ monitoring features with the following:-
    a. Definition of Roles and Users
    b. Define role-wise add/edit/view/delete rights for each entry form/ report in all modules Digital time and user stamping of each transaction
    c. **Transaction Accuracy & Consistency**: The application software should ensure accuracy and consistency of data in database and reports. The transaction accuracy would be measured from the number of reported errors vis-à-vis number of transactions. The transaction data should meet ACID property. The software should maintain 100% data accuracy and consistency.
    d. **Bilingual User Interface**: The application software should have a user-friendly interface. The users should see the labels and captions on selected language, the System Integrator must translate, at its own, the equivalent State specific local language Captions for the English version (without altering the meaning) of the implementation/ uploading or vice-versa.
    e. **Safe to Host Certificate**: Agency will be responsible to provide one time safe to host for RajFAB Web portal/mobile app/ website before go-live of project.
    f. **Digital Signature**: The software should facilitate digital signing of data by verifier on data entered by end-user.
    g. **Adherence to Guidelines** : The web enabled application software should comply with the guidelines issued by DoIT&C, Govt. of Rajasthan for development of websites and available at http://doitc.rajasthan.gov.in and Guidelines for Indian Government Websites (GIGW) issued by Department of Information Technology (DIT),

Government of India (GoI) and available at http://doitc.rajasthan.gov.in and http://web.guidelines.gov.in. The Agency will be responsible for the development of dynamic content and feature rich Web portal for the state government. All the sections of the Web portal should be of dynamic nature.

h. **Version Control & Archiving**: The Agency would be required to provide version control and archiving facility as strict version control is necessary for legal accountability, backup. A simple but powerful interface must be provided for these features viz. date-based snapshots, version comparing etc. Check in and checkout ability is therefore an essential component of content management. Versioning should also allow contributors to know whether they are working with the latest version and allow them to merge changes made in separate versions when needed. Patches should be made available to the enrolment agencies on the software as and when any bugs or otherwise requirement is felt. Proper version of patches should also be maintained by the team of agency.

i. **Interoperability**: The ability to have applications and computers from different sources and platforms work seamlessly together on and across networks can be a key to sharing resources and reduction in long-term development costs. Agency will ensure interoperability of the solution proposed.

j. **N-Tier model**: N-Tier model is the framework in which application user interface, logic, data, and their associated processing and repair are separated from each other in logical manner is more flexible in response to changes in internal logic, platforms, and structures; this isolates/minimizes the impact of change.

8. Activities to be executed by the Selected Agency

The broad activities that the Selected Agency will be required to execute during the period of contract/ engagement would include:-

a. Conduct a requirement study to understand the functional requirements of the stakeholders including IT readiness of the Project.
b. Participate in the knowledge transfer activities to understand the existing RajFAB application and takeover from the existing vendor.
c. Provide development / customization, support, and maintenance activities for the existing RajFAB application till the go-live of all modules of RajFAB application.
d. Design, Development / Customization, Testing, Training, Implementation and Maintenance of RajFAB application.
e. Conduct a requirement study to understand the current capabilities of RSDC in providing the necessary deployment environments for staging and production in DC and DR as applicable.
f. Provide training on the various modules of RajFAB to trainers and application end-users. Also develop audio-video based training material for all modules and related user manuals.
g. Facilitate the Go-Live and implementation of all modules of RajFAB application in Rajasthan
h. Provide support in ensuring the adoption of new System.
i. Provide Support and Maintenance (FMS) services for RajFAB during the support and maintenance phase.

j. Provide capability in managing the project according to Project Management standards and guidelines
k. To perform other activities as basis on the directions received from Project OIC
l. Reporting to the Project OIC and RISL on the project progress.
m. Submission of the mentioned deliverables to review and proceedings of the project.
n. Deployment of at-least three resources namely Developers (Application Framework) will be onsite and other resources may be deployed at offsite during entire project phases (Development + FMS) at the location decided by DoIT&C/RISL.

9. Participant/Bidders

All the participants/ bidders who are currently empanelled under RISL Tier-1 manpower category are only allowed to participate in the bid for Fixed Price Project Mode of RajFAB project.

10. Project Activity, Deliverables, Timelines and Payment

Sr. No.	Phase Name	Major Milestone	Timeline	Deliverable	Payment
1.	Application Preparation Phase T+45 days (maximum)	Deployment of resources {At least 3 Developers (Application Framework) at onsite & others may be at offsite}	T+1 week (maximum)	Deployment of minimum Team members/resources as defined by DoIT&C/RISL under Terms of Reference.	NILL
2.		Phase-1	T+45 days (maximum)	• Kick off meeting with stakeholders • Transition Plan from existing System Integrator • Take over certificate / Knowledge Transfer Sign off with existing vendor • “As-Is” Report • Business Requirement Specification Report signed by User Department • To Be” Report • Technical Project Documents (SRS, FRS, of all phases approved by POIC. • Design documents (HDD, TDD, DFD & ER Diagram, System Architecture, Technology Architecture). • IT Compute, Network and Storage Requirement Report for DC and DR – for Testing, Staging and Production environments • Successful completion of assigned FMS work of existing portal.	8% of the work order value
3.	Application Design, Development, Testing, UAT Phase	Phase 2	T+125 days (maximum)	• Development, Testing & Deployment • UAT Signoff report • User manual • Test Cases document • Source Code	8% of work order value

Sr. No.	Phase Name	Major Milestone	Timeline	Deliverable	Payment
	T+365 days (maximum)			• Successful completion of assigned FMS work of existing portal.	
4.		Phase-3	T+205 days (maximum)	• Development, Testing & Deployment • UAT Signoff report • User manual • Test Cases document • Source Code • Successful completion of assigned FMS work of existing portal.	8% of Work Order Value.
5.		Phase-4	T+285 days (maximum)	• Development, Testing & Deployment • UAT Signoff report • User manual • Test Cases document • Source Code • Successful completion of assigned FMS work of existing portal.	10% of Work Order Value.
6.		Phase-5	T+365 days (maximum)	• Development, Testing & Deployment modules including website & mobile application. • User manual • Test Cases document • API Integration Documents • Complete Data Migration. • Security Audit & Vulnerability Compliance Report • Final UAT Signoff Report. • Successful Go-Live report. • Safe to Host Certificate of all modules • Final Source Code of newly developed application, mobile app & website. • Successful completion of assigned FMS work of existing portal.	30% of Work Order Value.

Sr. No.	Phase Name	Major Milestone	Timeline	Deliverable	Payment
7.	FMS Phase	Phase-6	Start date of FMS phase: **F** End date of FMS phase: **F+ 6 months**	• Monthly SLA attainment reports as per SLAs mentioned in below section • Successful completion of assigned FMS work of new portal & mobile application. • Monthly Attendance of manpower deployed. • Closure/Exit plan.	Remaining 36% of Work Order Value will be equally spread over FMS phase payable monthly after making adjustments for penalties as per SLA/Performance
8.	Change Request	Additional design and development as per change request	As Applicable	• As per User requirement	Based on actuals

Note:

- **T** is date of Work Order.
- **F** is the date on which Go-Live of complete application given by Project OIC/department.

11. Indicative Financial Bid format

Note: This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.

12-month New Development Period + Existing Portal FMS (Estimated)					
Sr. No	**Profile /Expertise**	**Number of Months (A)**	**Quantity (B)**	**Man Month Rate (RISL Tier-1) (INR incl. GST) (C)**	**Total Cost (INR incl. GST) (D=A*B*C)**
1	Senior Developer (Application Framework)			1,53,400.00	
2	Developer (Application Framework)			1,23,900.00	
3	Mobile Application Developer			1,11,510.00	
4	Sr. Database Expert			1,77,000.00	
5	Project Manager (Technical)			1,77,000.00	
				Total (X)	

6-month FMS Period of Newly developed Application (Fixed)					
Sr. No	**Profile /Expertise**	**Number of Months (A)**	**Quantity (B)**	**Man Month Rate (RISL Tier-1) (INR incl. GST) (C)**	**Total Cost (INR incl. GST) (D=A*B*C)**
1	Senior Developer (Application Framework)	6		1,53,400.00	
2	Developer (Application Framework)	6		1,23,900.00	
3	Mobile Application Developer	6		1,11,510.00	
4	Database Expert	6		1,06,200.00	
				Total (Y)	

Work order will be awarded to the Least cost bidder through LCBS selection method based on following formula: -

L1 Bidder = Lowest of {Total cost (X) + Total cost (Y)}

12. Service Level Standards/ Requirements/ Agreement

A. Purpose & Duration of SLA

The SLA purpose is to enforce a contract between the Selected Agency and RISL for the project success. The SLA would come into effect during following:

- Development of new RajFAB application
- Support & Maintenance period of existing RajFAB software
- Support & Maintenance period of RajFAB Software solution (Application, Web portal and Mobile app) after Go-live of software solution.
- The successful agency has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines, quality and availability of services.

B. Service Window: RajFAB Software Solution (Web Application, Mobile Application and Web Portal) shall be available 24*7 after their respective go-live(s) except approved downtime.

C. Dependencies: The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the agency or due to reasons attributable to RISL or third parties, the Selected Agency would not be penalized. For example, if uptime of a particular equipment/ application is desired and this is due to non-availability of power (which is out of scope of work of the agency), then the time period during which a service was unavailable due to non- availability of power would be removed while calculating the uptime.

D. Monitoring & Evaluation: RISL shall make use of following system for monitoring and evaluation: --

Sr.No.	Service Levels	Monitoring Systems
1	Down Time of RajFAB Software Solution (Web application & Mobile Application)	Through EMS application available at RSDC
2	Penalty for non-timely completion of assigned Tasks/ Activities during FMS Period of RajFAB Portal	As per progress review
3	No. of days of non-availability / delay in resource change during FMS phase	Attendance Mechanism of RISL manpower cell
4	Penalty for non-timely completion of bug fixing of RajFAB Portal/mobile application during entire FMS phase.	As per ticketing system decided by Authority

A. SLA Review Mechanism: The competent committee/ members, on a monthly basis, shall review and discuss the services delivery and performance standard compliance of the agency. The review would include but not be limited to: -

i. Service provided during the review period
ii. Major incidents during the review period
iii. Problems that remains outstanding
iv. Review of Change requests/Variation and progress for enhancements
v. Future events or business developments that will affect the Service
vi. Review any potential changes required to the SLA
vii. Agree items for submission to the executive decision making
viii. Review schedules for Services provided.

B. Liquidated Damages

If the Agency manpower fails to deliver the required services due to reasons attributable to him like non-functioning of the software, non- accessibility of the web-portal/ application, non-availability/attrition of the technical personnel/ operational manpower etc. the cumulative liquidated damages, as applicable, would be imposed as mentioned in the RFP of RISL Tier-1 manpower resources while processing the payment for respective milestone.

C. Damages for Downtime

Measurement Parameter: Number of hours the RajFAB Software solution (Web & Mobile Application or Web Portal) is non- functional / non- available / non- responsive in each case of outage.

S.No.	Downtime per instance	Damages
1	0-4 hours	No Damages
2	4-8 hours	0.2% of work order value for RajFAB Software solution.
3	8-12 hours	0.4% of work order value for RajFAB Software solution.
4	12-24 hours	0.6% of work order value for RajFAB Software solution.
5	24-48 hours	0.8% of work order value for RajFAB Software solution.
6	> 48 Hours	1% of work order value for RajFAB Software solution.

Please note: In case the non-availability of Software solution (Web Application, Mobile Application or Combination of the two) in any month is greater than 5 days, it may be treated as breach of Service Level Standards, which may lead to termination on default.

D. Penalty for non-availability/non-deployment/delay in resource change for any of the **Manpower resources** during entire project phases (18 months).

A Maximum of 18 leaves per year (1.5 per month on prorate basis) shall be allowed for resource deployed. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. In case total number of leaves exceed the maximum allowed leaves, payment shall not be made for the period of unavailability and additional damages shall be levied as per the following: -

No. of days of non-availability /delay in resource change	Penalty
>1 Day and <=5 Days	(1.5 X Amount payable per day ***(as per the milestone payable amount)***) x No. of Delayed Days (up to 5 Days)
>5 Days	(2.5 X Amount payable per day ***(as per the milestone payable amount)***) x No. of Delayed Days (subject to a max. penalty of 25% of the monthly payable amount)
Note: Delay above 5 days in a month, consecutively for 2 months may be treated as breach of contract leading to the Termination for Default.	

E. Penalty for non-timely completion of assigned Tasks/ Activities/Deliverables of RajFAB Portal/mobile application during entire project phases.

Sr. No.	Service	Expected Service Level	Penalty level in case of default
1.	Submission of deliverables	Up to week- No penalty subject to condition that the causes for delay are not attributed to the bidder	0.5% of each delayed milestone value (or items in default, as applicable) per day of delay subject to maximum 10% of work order value.

F. Penalty for non-timely completion of bug fixing of RajFAB Portal/mobile application during entire FMS phase.

Delay in Issue/Bug/Patch resolution in a month	Penalty in % of the monthly payable amount
Up to 1 day	Nill
Up to 3 days	1% or Rs. 5000 (whichever is higher)
Up to 5 days	2% or Rs. 10000 (whichever is higher)
Up to 15 days	5% or Rs. 25000 (whichever is higher)
>15 days	10% or Rs. 50000 (whichever is higher)
Note: In case of delay in resolution, the delay shall be counted from the end of the decided timelines for completion of the changes. If not resolved within the month, then penalty will be doubled for each month delay.	

G. Assistance to Third Party Auditor (TPA) appointed by RISL

RISL may appoint Third Party Auditor (TPA) at its own cost to conduct the technical review and audits of work performed by Selected agency. A selected agency shall provide access of the systems as required by TPA for conducting the audits etc. Gaps/ issues identified by the TPA will be decided mutually between RISL and Selected agency and shall further be taken up for resolution by Selected agency.

H. Copyright/ Intellectual Property Rights (IPR)-

The copyright/ IPR in all drawings, source code design documents, and other materials containing data and information furnished to the RISL entity that has been developed/ customized by the Selected agency for the Project herein shall remain vested in the RISL entity.

13. Available Technology Stack/Requirements

The currently deployed technology platform tools / stack at the RSDC are listed below for reference:

S.No.	Component	Stack Available/Requirement
1	Database	• Oracle 12C with RAC on Exadata • Microsoft SQL Server 2019
2	Application Server	• IBM WebSphere • Oracle WebLogic
3	Operating System	• Red Hat Enterprise Linux • MS Windows Server
4	File Management	• IBM FileNet Content Manager • Newgen Omni Docs

The application is proposed to be developed in .Net Core Technology with Angular/React as a frontend and SQL Server database as a backend.