

**2024**

# **RajCOMP Info Services Limited (RISL)**

**Selection of Agency for License renewal  
Audit of RajCOMP Info Services Limited  
Certifying Authority.**



## **Table of Contents**

1. INVITATION FOR BIDS (IFB) AND NOTICE INVITING BID (NIB) .....	9
2. PROJECT PROFILE & BACKGROUND INFORMATION .....	11
2.1 Project Background.....	11
2.2 Infrastructure Details.....	11
3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA .....	13
4. SCOPE OF WORK, Deliverables, Milestones, Time Schedule & Payment terms .....	15
5. INSTRUCTION TO BIDDERS.....	17
5.1 Sale of Bidding/ Tender Documents .....	17
5.2 Pre-Bid Meeting/ Clarifications .....	17
5.3 Changes in the Bidding Document .....	17
5.4 Period of Validity of Bids .....	18
5.5 Format and Signing of bids .....	18
5.6 Cost & Language of Bidding .....	19
5.7 Alternative/ Multiple Bids .....	19
5.8 Bid Security .....	19
5.9 Withdrawal, Substitution, and Modification of Bids .....	20
5.10 Opening of Bids .....	20
5.11 Selection Method .....	20
5.12 Clarification of Bids.....	21
5.13 Evaluation & Tabulation of Technical Bids.....	21
5.14 Evaluation & Tabulation of Financial Bids.....	22
5.15 Correction of Arithmetic Errors in Financial Bids.....	23
5.16 Price/ purchase preference in the evaluation.....	23
5.17 Negotiations .....	23
5.18 Exclusion of Bids/ Disqualification .....	24
5.19 Lack of Competition .....	24
5.20 Acceptance of the successful Bid and award of contract .....	24
5.21 Information and publication of the award.....	25
5.22 Procuring entity's right to accept or reject any or all Bids.....	25
5.23 Right to vary the quantity.....	25
5.24 Performance Security.....	26
5.25 Execution of agreement for Rate Contract.....	27
5.26 Confidentiality .....	27
5.27 Cancellation of the procurement process .....	28
5.28 Code of Integrity for Bidders .....	28
5.29 Conflict of Interest .....	29
5.30 Interference with the Procurement Process.....	29

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

5.31	Appeals .....	30
5.32	Stay of procurement proceedings.....	31
5.33	Vexatious Appeals & Complaints.....	31
5.34	Offenses by Firms/ Companies.....	31
5.35	Debarment from Bidding .....	32
5.36	Monitoring of Contract .....	32
5.37	Verification of Eligibility Documents by RISL.....	33
5.38	General Instructions .....	33
6.	GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT .....	34
6.1	Definitions.....	34
6.2	Verification of Eligibility Documents by purchaser .....	35
6.3	Contract Documents.....	35
6.4	Interpretation.....	35
6.5	Language.....	35
6.6	Joint Venture, Consortium or Association .....	35
6.7	Eligible Goods and Related Services .....	36
6.8	Service of Notice, Documents & Orders.....	36
6.9	Scope of Supply .....	36
6.10	Delivery & Installation.....	36
6.11	Supplier's/ Selected Bidder's Responsibilities .....	37
6.12	Purchaser's Responsibilities .....	37
6.13	Contract Price.....	37
6.14	Recoveries from Supplier/ Selected Bidder .....	37
6.15	Taxes & Duties.....	38
6.16	Confidential Information.....	38
6.17	Sub-contracting .....	38
6.18	Specifications & Standards .....	39
6.19	Packing and Documents.....	39
6.20	Insurance .....	40
6.21	Transportation .....	40
6.22	Inspection.....	40
6.23	Samples .....	40
6.24	Drawl of Samples.....	41
6.25	Testing charges .....	41
6.26	Rejection .....	41
6.27	Procuring entity's right to accept or reject any or all Bids.....	41
6.28	Extension in Delivery Period and Liquidated Damages (LD) .....	41
6.29	Authenticity of Equipment.....	43

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

6.30	Warranty .....	43
6.31	Patent Indemnity .....	44
6.32	Limitation of Liability.....	45
6.33	Force Majeure .....	45
6.34	Change Orders and Contract Amendments.....	45
6.35	Termination.....	46
6.36	Exit Management .....	47
6.37	Settlement of Disputes .....	49
7.	TERMS AND CONDITIONS OF TENDER & CONTRACT .....	50
7.1	Payment Terms and Schedule .....	50
8.	ANNEXURES .....	51
	ANNEXURE-1: BILL OF MATERIAL.....	51
	ANNEXURE-2: PRE-BID QUERIES FORMAT .....	52
	ANNEXURE-3: BIDDER’S AUTHORIZATION CERTIFICATE.....	53
	ANNEXURE-4: SELF-DECLARATION CERTIFICATE.....	54
	ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION .....	57
	ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMATCOVER LETTER.....	58
	ANNEXURE-7: BANK GUARANTEE FORMAT.....	60
	ANNEXURE-9: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012 .....	68
	ANNEXURE - 10: NON - DISCLOSURE AGREEMENT .....	69

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited  
Certifying Authority**

Reference No. F4.9(1021)/RISL/Tech/Misc/2023/1834

Dated: 06.06.2024

UBN- RIS2425SSOB00016

<b>Mode of Bid Submission</b>	Online through eProcurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Last Date &amp; Time of Submission of Bid</b>	20.06.2024 till 03:00 P.M.
<b>Date &amp; Time of Opening of Technical Bid</b>	20.06.2024 at 04:00 P.M.

**Bidding Document Fee: INR 1000.00 (Rupees Five Thousand only)**

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

**RajCOMP Info Services Limited (RISL)**

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

Phone: 0141- 2222007 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>, Email: [info.risl@rajasthan.gov.in](mailto:info.risl@rajasthan.gov.in)

**ABBREVIATIONS & DEFINITIONS**

RTPP Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.
Agreement	The Agreement to be signed between the successful bidder and RISL.
AMC	Annual Maintenance Contract
BG	Bank Guarantee
Bid/eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids/ Request for Proposal/ Notice Inviting Tender and which is participating in the Bid. Also called offer or quote.
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
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.
BoM	Bill of Material
CMC	Contract Monitoring Committee
CMMI	Capability Maturity Model Integration
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	The "Contract" means a legally enforceable agreement entered into between RajCOMP Info Services Limited (RISL) and the Selected Bidder(s) with mutual obligations.
Contract/ Project Period	Rate Contract period will be 1 years from the date of signing of Agreement.
COTS	Commercial Off the Shelf
Day	A calendar day as per GoR/ GoI.
DeitY, GoI	Department of Electronics and Information Technology, Government of India
DoIT&C, GoR	Department of Information Technology and Communication, Government of Rajasthan
EMD	Earnest Money Deposit
EMS	Enterprise Management System
ETDC	Electronic Testing & Development Centre
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an eGovernance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). eGRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: <a href="https://egras.raj.nic.in/">https://egras.raj.nic.in/</a>
FMS	Facility Management Services
FOR/FOB	Free on Board or Freight on Board

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

FRS	Functional Requirement Specification
G2C	Government to Customer
G2G	Government to Government
GST	Goods and Services Tax
GoI	Government of India
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves.
GoR	Government of Rajasthan
IA	Implementing Agency
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 Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LCBS	Least Cost Based Selection Method (L1)
LD	Liquidated Damages
LoI	Letter of Intent
Month	Month refers to calendar month
NCB	A bidding process in which qualified bidders only from within India can 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
NIT	Notice Inviting Tender
NMS	Network Management System
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement Committee
PQ	Pre-Qualification
Procurement/Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	The “Project Site”, wherever applicable, means the designated place or places where the project implementation is to be carried

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

	out
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
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 the Selected Bidder under a purchase order or contract of sale. Also called buyer. RajCOMP Info Services Limited (RISL) in this RFP document.
RFP	Request for Proposal, an early stage in procurement process, issuing an invitation for bidders, through a bidding process, to submit a proposal on a specific commodity or service.
RISL	RajCOMP Info Services Ltd.
RSDC	Rajasthan State Data Centre
RajSWAN /RSWAN	Rajasthan State Wide Area Network
RTI	Right to Information
Services	“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good. It involves all the services mentioned in “Scope of Work”.
Supplier/ SI/ Vendor/ Successful Bidder/ Service Provider/ Contractor/ Selected Bidder	System Integrator, the bidder who will be finally selected and who gets into an agreement with the RISL for completing the services/work mentioned in this bidding document.
SLA	Service Level Agreement is a negotiated agreement between two parties herein 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.
SoW	Scope of Work
SSDG	State Service Delivery Gateway
State Government	Government of Rajasthan
State Public Procurement Portal	<a href="http://sppp.rajasthan.gov.in">sppp.rajasthan.gov.in</a>
STQC	Standardization Testing and Quality Certification, Government of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TC	Technical Committee
TIN	Tax Identification Number
TPA	Third Party Auditor
UAT	User Acceptance Testing
WO/ PO	Work Order/ Purchase Order
RA	Registration Authority
DSC	Digital Signature Certificate
eKYC	Electronic Know your Customer
CA	Certifying Authority
CCA	Controller of Certifying Authorities



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

Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority

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

NIB Reference No. F4.9(1021)/RISL/Tech/MISC/2023/ 1834

Dated: 06-06-2024


Unique Bid Ref. No: RIS 2425SS0B00016

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>							
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Smt. Preeti Surolia</li> <li>Designation: General Manager (Technical)</li> <li>Address: First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> <li>Email:preeti.risl@rajasthan.gov.in</li> </ul>							
<b>Subject Matter of Procurement</b>	Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.							
<b>Bid Procedure</b>	Single-stage Single part (envelop) Limited Competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>							
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS) - L1							
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites : <a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a></li> <li><a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> , <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></li> <li>Bidding document fee: INR 1,000/- (Rupees One Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: INR 500/- (Rupees Five Hundred Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>							
<b>Estimated Procurement Cost</b>	<table border="1"> <thead> <tr> <th>S.No</th> <th>Package Items/Services</th> <th>Estimated Cost (INR)</th> </tr> </thead> <tbody> <tr> <td align="center">1</td> <td>Selection of Agency for License renewal Audit of RajCOMP Info Services Limited Certifying Authority.</td> <td align="center">5.50 Lacs (Inclusive of all taxes)</td> </tr> </tbody> </table>		S.No	Package Items/Services	Estimated Cost (INR)	1	Selection of Agency for License renewal Audit of RajCOMP Info Services Limited Certifying Authority.	5.50 Lacs (Inclusive of all taxes)
S.No	Package Items/Services	Estimated Cost (INR)						
1	Selection of Agency for License renewal Audit of RajCOMP Info Services Limited Certifying Authority.	5.50 Lacs (Inclusive of all taxes)						
<b>Bid Security (EMD) and Mode of Payment</b>	<p>2% of the estimated procurement cost, 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I. whose cases are pending with Board of Industrial and Financial Reconstruction.</p> <p>Mode of Payment: in Cash/ Demand Draft/ Bank Guarantee (as per Annexure - 7) from any scheduled bank in favour of "Managing Director, RISL" payable at "Jaipur".</p>							
<b>Period of Sale of Bidding Document (Start/ End Date)</b>	<p>Start Date : 06.06.2024 at 05:30 PM End Date: 20.06.2024 at 03:00 PM</p>							
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Online at e-Proc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: 06.06.2024 at 05:30 PM</li> <li>End Date: 20.06.2024 at 03:00 PM</li> </ul>							
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	Upto 03:00 PM on 20.06.2024							
<b>Date/ Time/ Place of Technical Bid Opening</b>	<p>Date: 20.06.2024 Time: 04:00 PM Place: RISL, Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</p>							
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders							
<b>Bid Validity</b>	90 days from the bid submission deadline							

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

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, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.
- 7) Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)
- 8) Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 9) The procuring entity reserves the complete right to cancel the bid process and reject any or all the Bids.
- 10) 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.
- 11) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 12) 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.

  
General Manager(T)

## 2. PROJECT PROFILE & BACKGROUND INFORMATION

### 2.1 Project Background

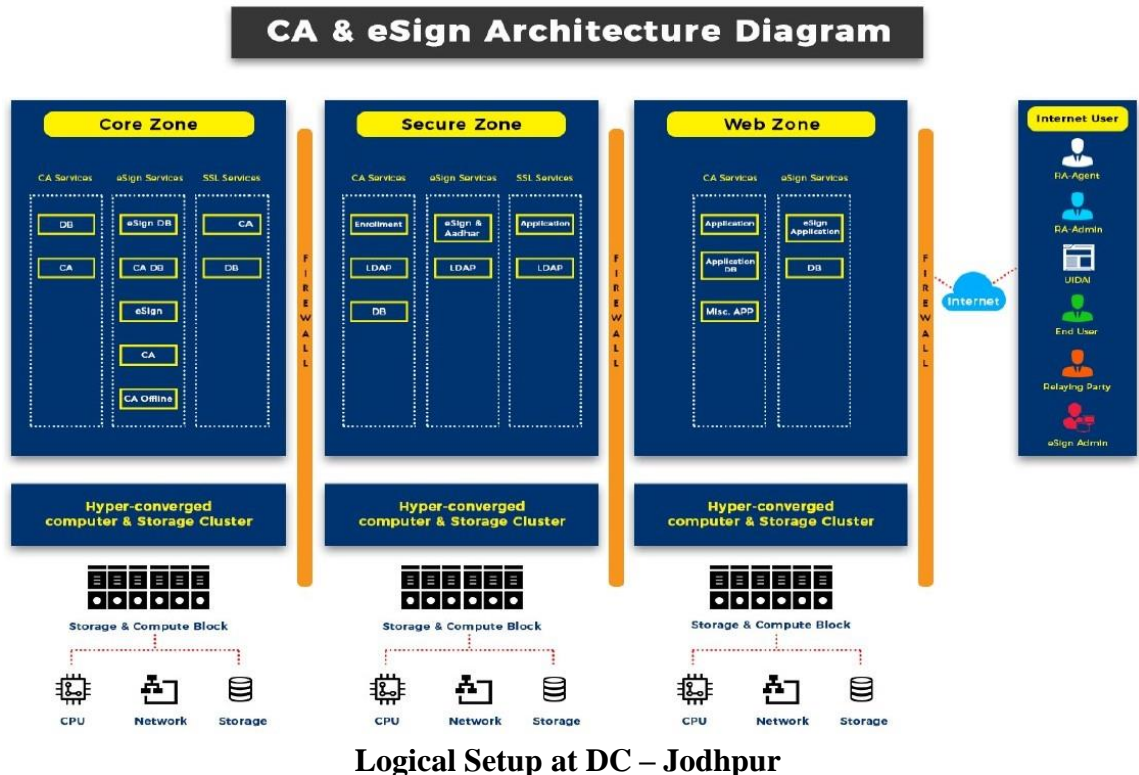
Raj-eSign (Electronic Signature) Service is an innovative initiative for allowing easy, efficient, and secure signing of electronic documents by authenticating signer using UIDAI eKYC services. Application Service Providers (ASP) can integrate this service within their application to offer AADHAAR holders a way to sign electronic forms and documents. RISL has established necessary infrastructure to cater the need of eSign and Digital Signature Certificates (DSCs). For this eSign Data-Centres are operational at Jodhpur and Jaipur. Jodhpur is main Site and Jaipur is DR location.

Controller of Certifying Authorities (CCA), Government of India has authorized RISL as a Certifying Authority (CA) on 19.09.2019. According to Section 24 of Information Technology Act 2000, a Certifying Authority means an agency that has granted license to issue the following services:

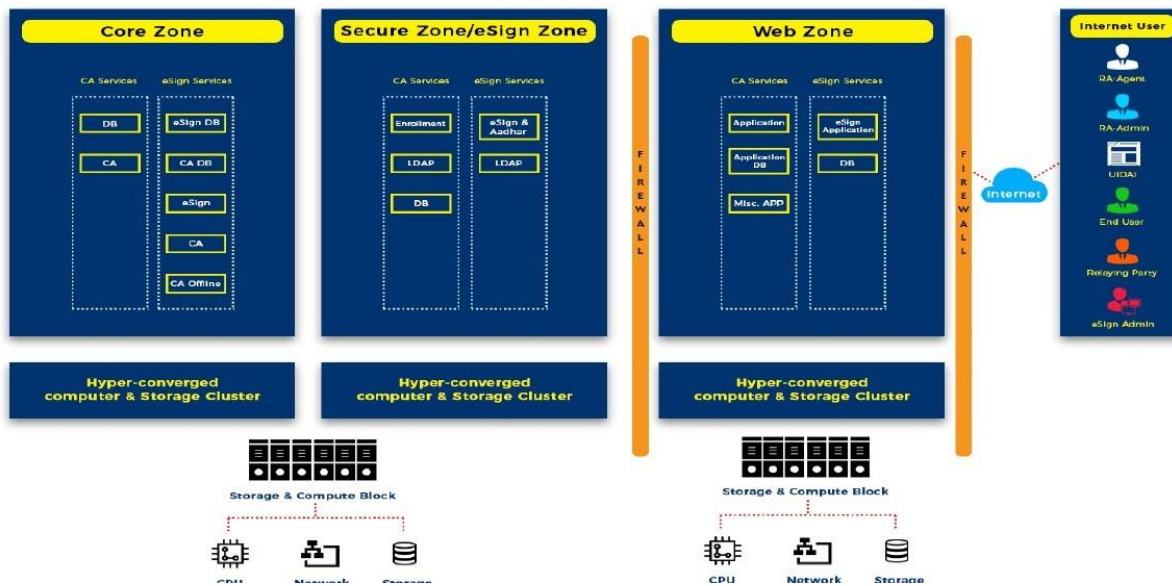
- eSign
- Digital Signature Certificates (Crypto Tokens)
- SSL Certificates (Trusted in IE browser only)

The central responsibility of CA is to issue, revoke, renew and provide directories of Digital Certificates. RISL has started providing eSign services and Digital Signaturecertificates to various departments as per requirement with the objective of building a ‘trusted’ digital environment leading towards good and efficient Governance.

### 2.2 Infrastructure Details



### CA & eSign Architecture Diagram- DR



Logical Setup at DR- Jaipur

### 3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

A bidder participating in the procurement process shall possess the following minimum prequalification/ eligibility criteria. The bidder must submit documentary evidence in support of their claim for fulfilling the criteria. The bids received without documentary evidence and the required Earnest Money will be rejected.

S.No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder should be a company registered under Indian Companies Act, 1956.</p> <p align="center">OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932 or LLP Act, 2008 of India.</p> <p align="center">OR</p> <p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958.</p> <p align="center">OR</p> <p>Any other Act of State/ Union, as applicable for dealing in the subject matter of procurement.</p>	<ul style="list-style-type: none"> <li>• Copy of valid Registration Certificates / Certificates of incorporation</li> </ul>
2.	Technical Capability	The Bidder should be an agency empaneled by Controller of Certifying Authorities (CCA) for Conducting Audit of Certifying Authorities	<ul style="list-style-type: none"> <li>• Documentary Evidence of Empanelment by CCA</li> </ul>
3.	Tax registration and clearance	<p>The bidder should have a registered number of:</p> <ul style="list-style-type: none"> <li>• GST Number, where the business is located</li> <li>• Income Tax/ PAN Number</li> </ul>	<ul style="list-style-type: none"> <li>• Copies of relevant certificates of registration</li> </ul>
4.	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) Not have been (their directors and officers) convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise</p>	A self-certificate letter as per Annexure-4

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

<b>S.No.</b>	<b>Basic Requirement</b>	<b>Specific Requirements</b>	<b>Documents Required</b>
		disqualified pursuant to debarment proceedings; c) Not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document.	

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

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

#### **4. SCOPE OF WORK, Deliverables, Milestones, Time Schedule & Payment terms**

##### **1) SCOPE OF WORK**

RISL CA intends to select an agency for License Renewal Audit of the RISL CA, as per guidelines laid down by CCA and as per IT, ACT 2000.

##### **Scope of Audit:**

1. The Auditor will audit the entire operations of RISL Certifying Authority which includes operations at its Primary site including DR site and any such facility which is the part of CA operation for example Document storage facility, Remote Setup, Web servers/portal, RA database/Active RA users etc. CA trusted person's user accounts/rolls, Subscriber Accounts, Remote log Servers etc. The audit will be carried out under the IT Act, 2000 shall comprise at least the following:

- Security policy and planning;
- Physical security;
- Technology evaluation;
- Log analysis
- Certifying Authority's services administration;
- Relevant Certification Practice Statement;
- Compliance to relevant Certificate Practice Statement;
- Contracts/agreements;
- Regulations prescribed by the Controller;
- Policy requirements of Certifying Authorities Rules, 2000.
- Any other specific requirement as prescribed by the Controller.
- The Auditor will also verify and submit its observation to the Controller regarding half yearly audit & quarterly audit of CAs repository conducted by Certifying Authorities and the closer of irregularities (if any) found are get reported to the Controller within the stipulated time, along with the final report.

For the above purpose, a detailed Audit Criteria is available on CCA website at URL: <https://cca.gov.in/sites/files/pdf/guidelines/CCA-CAAC.pdf>. Any amendment/ modification in the Audit Criteria will also be available on the above website & will be applicable with immediate effect.

2. The Auditor shall also audit the Auditee on manpower issues to ensure availability of skilled and security cleared personnel for running the CA operations (as per the rolls defined in approved certificate practice statement (CPS)). The Auditor shall audit the procedures laid down for identity verification of subscribers against the Identity Verification Guidelines (IVG) for issue of Digital Signature Certificate, for each class as defined in their respective CPS.

3. The Auditor shall audit adequacy of contracts/agreements for all outsourced CA operations to ensure that the CA maintains the highest trust level in its operations. This should include contract manpower, if any.

4. The agency appointed/selected for audit will ensure, Minimum one auditor with valid ISO27001 LA qualified certificate (with minimum 05years of experience) and one auditor with valid CISA/DISA/CISSP qualified certificate (with minimum 05years of experience) should be part of the entire period of the audit.

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

5. The auditor will also sign a Non-Disclosure Agreement with respect to the CA facility being audited (as per Annexure – 10)
6. Auditor’s liability/indemnification: The Auditor shall indemnify the office of CCA against any omissions or negligence in the conduct of the audit.
7. Submission of Report: The authorized Auditor shall submit the audit report (along with audit notes) within two weeks of completion of audit to the RISL CA with a copy marked to the CCA in prescribed format only and not to any other third party, unless required/directed by the CCA. The auditor will also specifically mention in the report, the actual number of man days attributable to the audit. The Auditor should be able to provide (on requirement) Audit Equivalency Certificate in respect of other operating standards such as Web Trust etc.
8. Closer of Audit: The agency (authorized representative) along with the audit team will give a presentation to a duly constituted independent committee by the CCA, regarding the observations/non compliances made by the Auditor, in presence of an authorized representative of CA.
9. On the basis of closer of non-compliance/irregularities/observation by the CA. The Auditor will decide the closer of non-compliance/observation in consultation with the committee and submit the final report of closer to the CCA. The audit report will clearly recommend that “the Certifying Authority is worthy/not worthy of continuing CA’s operation”.

**2) Project Deliverables, Milestones, Time Schedule & Payment terms and schedule**

S.N.	Project Activity /Scope of Work	Deliverables (Reports/Docs. / Infra.)	Timelines (Completion Date)	Payment	
1	License Renewal Audit of RISL CA as per CCA guidelines and IT ACT,2000.	Completion of Initial Audit and submission of Interim report	35 days from date of work order (Any delay at the end of RISL shall be excluded from defined timeline )	75 % of the order value	
		Verification of Non-Compliances and Submission of Final Report.			
		Presentation to an Independent Committee Nominated by CCA and report submission, if any.			
		Preparation of necessary documents required for submission of “License Renewal Application” by CA to CCA	25.07.2024		
		Closure of Audit (Acceptance by CCA)	As per CCA acceptance of Report.		25 % of the order value
		License renewal by CCA	As per CCA acceptance		
2	Refund of Performance Security	Successful completion of Project/Contract	Closure of Audit and After Successful issuance of License renewal by CCA	PSD amount as submitted by successful bidder.	



## **5. INSTRUCTION TO BIDDERS**

### **5.1 Sale of Bidding/ Tender Documents:**

- a. The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal 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.

### **5.2 Clarifications:**

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

### **5.3 Changes in the Bidding Document:**

- a. At any time, prior to the deadline for submission of bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding document 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.

### **5.4 Period of Validity of Bids:**

- a. Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as a 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 new bid security is considered to have

## Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority

refused the request to extend the period of validity of its Bid.

### 5.5 Format and Signing of bids:

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

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	2% of the estimated procurement cost, .5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I. whose cases are pending with Board of Industrial and Financial Reconstruction.  Mode of Payment: in Cash/ Demand Draft/ Bank Guarantee from any scheduled bank in favour of "Managing Director, RISL" payable at "Jaipur".
<b>Eligibility Documents</b>		
1.	Bidder's Authorization Certificate along with a copy of PoA/ Board resolution stating that Auth. signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-3 (PDF)
2.	All the documents mentioned in the "Eligibility Criteria," in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
<b>Technical Documents</b>		
1.	Self-Declaration along with Tender Form	As per Annexure-4(PDF)
2.	Certificate of Conformity/ No Deviation	As per Annexure-5 (PDF)
3.	Technical Capabilities	Documentary Evidence of Empanelment by CCA

- e. A financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letterhead duly signed by authorized signatory as per Annexure-6 (PDF)
2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

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

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

### **5.6 Cost & Language of Bidding:**

- a. The bidder shall bear all costs associated with the preparation and submission of its Application, 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 the English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

### **5.7 Alternative/ Multiple Bids:**

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

### **5.8 Bid Security**

2% of the estimated procurement cost, .5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I. whose cases are pending with Board of Industrial and Financial Reconstruction.

Mode of Payment: in Cash/ Demand Draft/ Bank Guarantee from any scheduled bank in favor of "Managing Director, RISL" payable at "Jaipur".

- a. Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b. Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document is 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 the issue of corrigendum, a 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 the initial bidding document. If in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

**5.9 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.
- c. No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of Bid.

**5.10 Opening of Bids:**

- a. The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c. The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of the 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 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.

**5.11 Selection Method**

The selection method is Least Cost Based Selection (LCBS) - L1 i.e. the lowest evaluated technically responsive bid.

**5.12 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 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.

**5.13 Evaluation & Tabulation of Technical Bids**

- a) Determination of Responsiveness
  - a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
  - b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
    - i. "deviation" is a departure from the requirements specified in the bidding document;
    - ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
    - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
  - c. A material deviation, reservation, or omission is one that,
    - i. if accepted, shall:-
      1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
    - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids, if applicable.
  - d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
  - e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) Non-material Non-conformities in Bids
  - a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
  - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates,

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) Technical Evaluation Criteria
  - Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “**Format and Signing of Bids**”. Any critical noncompliance/ deviations may lead to disqualification of the Bidder.
  - Only those bidders who qualify through the Technical Qualification stage will be short listed for opening of financial bids/ evaluation.
- d) Tabulation of Technical Bids
  - a) If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
  - b) The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

### **5.14 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:-

1. For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
2. The process of opening of the financial Bids shall be similar to that of technical Bids.
3. The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
4. conditional Bids are liable to be rejected;
5. In order to decide the L1 bidder, the financial bids of the technically qualified bidders will be evaluated and the one with the least bid will be termed as L1
6. 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;
7. the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order.
8. 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;
9. The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

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

#### **5.15 Correction of Arithmetic Errors in Financial Bids**

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

- a. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected; and
- c. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

#### **5.16 Price/ purchase preference in the evaluation**

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

#### **5.17 Negotiations**

- a. Except in case of procurement by the 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 regard holding of negotiations.
- e. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have the 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 counteroffer 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.

**5.18 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 anyone 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.

**5.19 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: -
  - 1. the Bid is technically qualified;
  - 2. the price quoted by the bidder is assessed to be reasonable;
  - 3. the Bid is unconditional and complete in all respects;
  - 4. there are no obvious indicators of cartelization amongst bidders; and
  - 5. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of the bid evaluation committee, the next higher authority in the 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, the market assessment shall be carried out for estimation of market depth, eligibility criteria, and cost estimate.

**5.20 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
-



## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

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

### **5.21 Information and publication of the award**

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

### **5.22 Procuring entity's right to accept or reject any or all Bids**

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

### **5.23 Right to vary the 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 to any claim or compensation.

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

- b. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - 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

### **5.24 Performance Security**

- a. Prior to the execution of the agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b. The amount of performance security shall be 2.5% of the amount of LOI in case of procurement of services. In the case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.50% of the amount of work order and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order. The performance Security should be payable as per the latest guidelines of the RTPP ACT.
- c. The performance security shall be furnished in any one of the following forms: -
  - a) Bank Draft of Banker's Cheque of a scheduled bank.
  - b) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - c) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in the bidding document for bid security;
  - d) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of the bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without the requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d. Performance security furnished in the form specified in clause [b)] to [d)] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e. Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
  - i. When any terms and condition of the contract is breached.
  - ii. When the bidder fails to make complete supply as per the scope of tender document.
  - iii. if the bidder breaches any provision of a code of integrity, prescribed for bidders, specified in the bidding document.

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

- f. Notice will be given to the bidder with a reasonable time before PSD deposited is forfeited.
- g. No interest shall be payable on the PSD.

### **h. Additional Performance Security -**

- 1) 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 Draft, Banker's Cheque, Government Securities or Bank Guarantee.

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.
- 2) 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. Provision for 'Unbalanced Bid' and 'Additional Performance Security' shall be mentioned in the Bidding Documents by the Procuring Entity.

### **5.25 Execution of agreement for Rate Contract**

- a. A procurement contract shall come into force from the date on which agreement is signed with the bidder.
- b. The successful bidder shall sign the procurement agreement 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 agreement or fails to furnish the required security deposit within the 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 with the bidder and may debar the bidder from participating in any future bid.
- d. The bidder will be required to execute the agreement on a non-judicial stamp of specified value as per prevailing rates by Government of Rajasthan, at its cost and to be purchased from anywhere in Rajasthan only.

### **5.26 Confidentiality**

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - 1. impede enforcement of any law;

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

2. affect the security or strategic interests of India;
  3. affect the intellectual property rights or legitimate commercial interests of bidders;
  4. 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 the 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 the confidentiality of such information.

### **5.27 Cancellation of the procurement process**

- a) If any procurement process has been cancelled, it shall not be reopened, but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
  - a. at any time prior to the acceptance of the successful Bid; or
  - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such a decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may:-
  - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful, but no procurement contract has been entered into;
  - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

### **5.28 Code of Integrity for Bidders**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
  - b) The code of integrity include provisions for:-
    - a. Prohibiting
      - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
      - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
      - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness, and progress of the procurement process;
-

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

- iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
  - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
  - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - vii. any obstruction of any investigation or audit of a procurement process;
  - b. Disclosure of conflict of interest;
  - c. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- a. Exclusion of the bidder from the procurement process.
  - b. Calling-off of pre-contract negotiations and forfeiture or encashment of bid security.
  - c. Forfeiture or encashment of any other security or bond relating to the procurement.
  - d. Recovery of payments made by the procuring entity along with interest thereon at bank rate.
  - e. Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity.
  - f. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

### **5.29 Conflict of Interest**

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:-

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) 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;
- e) 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 bidder/authorised partner, in more than one bid; or
- f) 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 bidder 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.

### **5.30 Interference with the Procurement Process**

A bidder, who: -

- a) withdraws from the procurement process after the 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;
-

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

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

### **5.31 Appeals**

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
- a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract,” the appeal may be filed only by a bidder who has participated in procurement proceedings:
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
- a. First Appellate Authority: Commissioner IT&C, GoR.
  - b. Second Appellate Authority: Additional Chief Secretary , IT&C, GoR.
- f) Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per Annexure-12 along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of the fee.
  - c. Every appeal may be presented to the First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- a. Fee for the first appeal shall be rupees two thousand five hundred and for the second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

- h) Procedure for disposal of appeal:
  - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of appeal, affidavit, and documents, if any, to the respondents and fix the date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall-
    - i. hear all the parties to appeal present before him; and
    - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of the order to the parties to appeal free of cost.
  - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of the law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### **5.32 Stay of procurement proceedings**

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

### **5.33 Vexatious Appeals & Complaints**

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

### **5.34 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 another officer of the company, such director, manager, secretary or another 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-

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

- a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
- b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

### **5.35 Debarment from Bidding**

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
  - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

### **5.36 Monitoring of Contract**

- a. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its deployment period.
- b. During the deployment period, the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of resource deployment is in proportion to the total deployment period given if it is a severable contract, in which the deployment of resources 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 deployment of resources and service is observed, a performance notice would be given to the selected bidder to speed up the deployment.
- d. Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e. No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for



## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

- f. The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of the procuring entity.

### **5.37 Verification of Eligibility Documents by RISL**

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

### **5.38 General Instructions**

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

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

The procurement process under this bidding document, terms & conditions mentioned herein are governed by the RTTP Act, 2013. Bidder should read these conditions carefully and comply strictly while sending their Bid.

### **6.1 Definitions**

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference herein.
- 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 therefrom, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Deployment" means the on boarding of resources from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- 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) "Services" means all of the specialized manpower services that the successful/ selected bidder is required to provide to the Purchaser under the Contract.
- i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- j) "Purchaser" means the entity purchasing/procuring the manpower services, as specified in the bidding document.
- k) "Related Services" means the services incidental to the supply of the manpower services, such as insurance, training, 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 services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- m) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- n) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the eligibility conditions, specifications, (educational qualifications, experience and certifications, etc.) of the proposed manpower and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

## **6.2 Verification of Eligibility Documents by purchaser**

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

## **6.3 Contract Documents**

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

## **6.4 Interpretation**

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

## **6.5 Language**

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

## **6.6 Joint Venture, Consortium or Association**

Joint venture, consortium is not allowed to bid.

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## **6.7 Eligible Goods and Related Services**

- a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

## **6.8 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.

## **6.9 Scope of Supply**

- a) Subject to the provisions in the bidding document and contract, the deployment of resources and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such services mentioned in the Contract, but that can be reasonably inferred from the Contract as being required for attaining deployment and completion of the deployment of resources and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply software that is likely to be declared as End of Sale on the date of bidding and End of Service/ Support for a period of 5.5 Years from the last date of bid submission. If any of the software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

## **6.10 Delivery & Installation**

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

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.
- e) All title of the assets is to be transferred to RISL or its nominated agencies on the day of the successful delivery / installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of titleship of assets shall be borne by the selected bidder/authorized partner.

### **6.11 Supplier's/ Selected Bidder's Responsibilities**

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

### **6.12 Purchaser's Responsibilities**

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

### **6.13 Contract Price**

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.
- c) The rate quoted by the bidder for each item mentioned in the tender shall remain valid for One years and may be extended by 3 months on mutual acceptance on same terms and conditions subject to price fall clause.

### **6.14 Recoveries from Supplier/ Selected Bidder**

- a) Recovery of liquidated damages, short supply, breakage, rejected services shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold an amount to the extent of short supply, or for rejected services unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available under this contract 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.

### **6.15 Taxes & Duties**

- a) The TDS, GST, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) For services supplied, the selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the deployment of the contracted services to the Purchaser.
- c) For services 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 services to the Purchaser.
- d) If any tax exemptions, deductions, allowances or privileges may be available to the selected bidder, the Purchaser shall use its best efforts to enable the selected bidder to benefit from any such tax savings to the maximum allowable extent.

### **6.16 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 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 two years of completion or termination, for whatever reason, of the Contract.

### **6.17 Sub-contracting**

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

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

### **6.18 Specifications & Standards**

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

### **6.19 Packing and Documents**

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

## **6.20 Insurance**

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

## **6.21 Transportation**

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

## **6.22 Inspection**

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

## **6.23 Samples**

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The



## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.

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

### **6.24 Drawl of Samples**

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

### **6.25 Testing charges**

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

### **6.26 Rejection**

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

### **6.27 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.

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

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deploy any or all of the resources or perform the Related Services within the period

## Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority

specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the rate Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual deployment or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination."

- b) The time specified for deployment in the bidding document shall be deemed to be the essence of the contract, and the supplier/ selected bidder shall arrange related services within the specified period.
- c) Deployment / completion period may be extended with or without liquidated damages if the delay in the supply of service(s) is on account of hindrances beyond the control of the supplier/ selected bidder.
  - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the deployment period of service, if he finds himself unable to complete the supply of service(s) within the stipulated deployment period or is unable to maintain prorata progress in the supply of resources or service delivery. This request shall be submitted as soon as a hindrance in deployment of resources and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of deployment of resources and service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the deployment of resources and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the user department or RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
    - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
  - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
  - vi. If user department or RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the deployment/ completion/ commissioning, the period is granted with full liquidated damages; the recovery shall be made on the basis of following percentages of the value of service which the supplier/ selected bidder has failed to supply/ install/ complete : -

## Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority

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

- i. The fraction of a day in reckoning period of delay in resource deployment and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the total value of the items/services to be supplied in the particular phase.
- iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iv. Delivery period may be extended with or without penalties if the delay in the supply of goods in on account of hindrances beyond the control of supplier.

### 6.29 Authenticity of Equipment

- a) The selected bidder shall certify (as per Annexure-5) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

### 6.30 Warranty

- a) The bidder must supply all items with comprehensive OEM warranty after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

- b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- f) The warranty on supplied software media, if any, should be at least 90 days.

### **6.31 Patent Indemnity**

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

nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **6.32 Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

**6.33** 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.

### **6.34 Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or another 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 the occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the RISL, the RISL may take the case with

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

the supplier/ selected bidder on similar lines.

### **6.35 Change Orders and Contract Amendments**

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the in any one or more of the followings:
  - i. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - ii. The method of shipment or packing;
  - iii. The place of delivery; and
  - iv. The related services to be provided by the supplier/ selected bidder.
  
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

adjustment shall be made in the Contract Price or in the deployment of resource and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

### **6.36 Termination**

#### **A. Termination for Default**

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

#### **B. Termination for Insolvency**

RISL may at any time terminate the Contract by giving 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, the termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

#### **C. Termination for Convenience**

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

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

- 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.
- iv. A 30 days cure period may be provided to the bidder.
- v. As on effective date of termination, Tendering Authority shall pay:
  - a. The unpaid value of all the assets/ services supplied by the bidders and accepted by the purchaser in accordance with the RFP specifications.
  - b. All the services delivered by the bidder and accepted by the purchaser, the consideration payable shall be based on services rate as per agreement.

### **6.37 Exit Management**

- a) Preamble
  - i. The word 'parties' include the procuring entity and the selected bidder.
  - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
  - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
  - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
  - i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six (6) months period from the date of expiry or termination of the agreement if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document, including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by the selected bidder, will only be returned after the successful transfer of the entire project, including its infrastructure (if any).
  - ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
  - iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
  - iv. Upon service of a notice, as mentioned above, the following provisions shall apply:
    - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
    - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during the transfer of assets shall be borne by the selected bidder.
    - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be



## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.

- d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of RISL, supplied software & documents, etc., used by a selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period
  - i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
  - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- d) Confidential Information, Security and Data

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

  - i. Documentation relating to Intellectual Property Rights;
  - ii. Project related data and confidential information;
  - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
  - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
  - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or updated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
  - i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third-party 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

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority**

located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

- f) General Obligations of the selected bidder
  - i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
  - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
  - i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
  - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure the continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
  - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
  - iv. If applicable, proposed arrangements and Plans for the 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 the 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 the new operator during the transition period.

### **6.38 Settlement of Disputes**

All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.

## **7. Terms and conditions of tender & contract**

### **7.1 Payment Terms and Schedule**

- a) **Payment schedule** - Payments to the successful/selected bidder shall be made after successful completion of the target milestones (including specified project deliverables), as specified in payment schedule in section 4.2 of this RFP document
- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder.
- d) The currency or currencies in which payments shall be made to the supplier/selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- g) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- h) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.
- i) VAT benefit will be available to selected bidder if bidder is registered under Commercial Tax department at the time of submission of bid.

**8. ANNEXURES**

**ANNEXURE-1: BILL OF MATERIAL**

<b>S. No.</b>	<b>Name of the Item</b>	<b>Quantity</b>
<b>1.</b>	License Renewal Audit of RISL CA as per CCA guidelines and IT ACT, 2000	1

**ANNEXURE-2: PRE-BID QUERIES FORMAT**

{to be filled by the bidder}

Name of the Company/Firm: \_\_\_\_\_

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

**ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE**

{to be filled by the bidder on letter head}

To,

{Procuring entity},

\_\_\_\_\_

\_\_\_\_\_

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-4: SELF-DECLARATION CERTIFICATE**

{ to be filled by the bidder on letter head }

To,

{Procuring entity },

\_\_\_\_\_

\_\_\_\_\_

Sir,

In relation to my/our Bid submitted to \_\_\_\_\_ for procurement of \_\_\_\_\_ in response to their notice inviting bids no. \_\_\_\_\_ dated \_\_\_\_\_, I/ we hereby declare under Section 7 of the Rajasthan Transparency in Public Procurement Act, 2012, that:

- a) I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) I/we have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) I/we are not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
- d) I/we do not have, and our directors and officers not have been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- e) I/we do not have a conflict of interest as mentioned in the Act, Rules and the bidding document, which materially affects the fair competition.

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

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

Signature of the Bidder: -

Name:

Designation:

Address:

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

**TENDER FORM**

i. Addressed to :

a.	Name of tendering authority	<b>Managing Director, RajCOMP Info Services Ltd.</b>
b.	Address	<b>RajCOMP Info Services Ltd.-Block, Ist Floor, Yojna Bhawan, Tilak Marg, Jaipur, (Rajasthan) – 302005</b>
c.	Telephone	<b>2221482, 5103902</b>
	Telefax	<b>141-2228701</b>

ii. NIB Reference:

Dated:

iii.

1.	<b>Name of Bidder</b>			
2.	<b>Name of Contact Person</b>			
3.	<b>Registered Office Address</b>			
4.	<b>Year of Establishment</b>			
5.	<b>Type of Firm</b>	Public Ltd.	Partnership Firm	Private Ltd.
	<b>Put Tick( ) mark</b>			
6.	<b>Telephone Number(s)</b>			
7.	<b>Email Address/ Website</b>	Email Address	Website	
8.	<b>Fax No.</b>			
9.	<b>Mobile/ Pager Number</b>	Mobile	Pager Number	
10.	<b>Savings Bank account number with IFSC code</b>	Account No.		
		IFSC Code :		
11.	<b>Name of Bank</b>			
12.	<b>Name of Bank Branch</b>			

iv. The Tender fees amounting to INR\_\_\_\_\_ - (Rupees\_\_\_\_\_Only) has been deposited vide cash receipt no. \_\_\_\_\_ Dated \_\_\_\_\_.

v. The RISL Processing fees amounting to INR\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) has been deposited vide cash receipt no. \_\_\_\_\_ Dated \_\_\_\_\_.

vi. The rates quoted are valid up to \_\_\_\_\_. (Subject to a minimum of 90 days from the date of opening of the bid). The validity can be extended with mutual agreement.

vii. Following documents are attached towards the proof of Bid Security deposited.

<b>S.No.</b>	<b>Bid Security Deposited through</b>	<b>Number</b>	<b>Dated</b>
1.	Cash		
2.	Demand Draft		
3.	Banker's Cheque (Local only)		
4.	Bank Guarantee		



**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

- viii. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).
- ix. We are enclosing following document along with the bid

<b>S.No.</b>	<b>Eligibility Criteria</b>	<b>Details</b>	<b>Page no. of documentary proof Annexed at</b>
1.	Legal Status of Bidder – Certificate of Incorporation		
2.	i. Income Tax / Pan number ii. GST		
3.	Bidder Authorization Certificate as per Annexure-3		
4.	Self-Declaration Certificate as per Annexure-4		
5.	Certificate Of Conformity/ No Deviation , as per Annexure-5		
6.	Technical Capabilities		

Dated:

Name of the Tenderer: \_\_\_\_\_

**ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

{To be filled by the bidder on letter head}

To,

{Procuring Entity},

\_\_\_\_\_

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

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

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

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

To,

{Procuring Entity},

\_\_\_\_\_

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

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation

Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.

**Financial Bid Format**

Note: This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final. Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.

**Price Schedule**

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

**BOQ**

S. No	Item Description	Unit	Quantity	Unit Cost including all Taxes but excluding GST (INR)	Unit GST (INR)	Total Cost including all Taxes but excluding GST (INR)	Total GST (INR)	Total Cost (INR)
1	2	3	4	5	6	7=5*4	8=6*4	9=7+8
1	License Renewal Audit of RISL (CA) as per CCA guidelines and IT ACT, 2000	Number	1					
<b>Total Rate</b>								

Note: L-1 Bidder should be calculated on the basis of column 9 BOQ.

**Note: -**

1. If the procuring entity does procure any subject matter of procurement or procure less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
2. Above quantities are tentative only, actual quantities will be as per individual work orders.

**ANNEXURE-7: BANK GUARANTEE FORMAT**

{ to be submitted by the bidder's bank }

**BANK GUARANTEE FORMAT – BID SECURITY**

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme,

Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for vide NIB reference no. M/s. .... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document. It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to )> in respect to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. days from the date of submission of bid). It may be extended if required in concurrence with the bid validity. And whereas the Bidder desires to furnish a Bank Guarantee for asum of )> to the RISL as earnest money deposit.

2. Now, therefore, we the .....(Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the RISL to recover the said amount of )> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.  
.....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to )> and our guarantee shall remain in force till bid validity period i.e. days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

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

(Designation) .....

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

In presence of:

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

(1) .....

.....

(2) .....

.....

**Bank Details**

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

**GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

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

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

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

**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 Nationalized/ 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 INR.....(rupees .....only), we ..... (indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Contractor(s) do here by undertake to pay to the RISL an amount not exceeding INR.....(Rupees.....only) on demand.
2. We.....(Indicate the name of Bank), do hereby undertake to pay INR.....(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 INR.....(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 anytime 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



**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

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 INR..... (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 favour 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)

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

**ANNEXURE-8: DRAFT AGREEMENT FORMAT**

{to be mutually signed by selected bidder and procuring entity}

This agreement is being executed on behalf of Department of Information Technology and Communication, 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 Department of Information Technology and Communication along with invoices of supplied items, although payment will be made by RISL on behalf of said department

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, 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 INR \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ ref no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank and valid up to \_\_\_\_\_ as security deposit for the due performance of the contract.

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract

2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles set forth in “Annexure-1: Bill of Material” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexure 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 affected from the date of work order i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

Notes:

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

**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

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

Signed By:	Signed By:
<input type="checkbox"/> Designation: Company:	
<i>In the presence of:</i>	<i>In the presence of:</i>
<input type="checkbox"/> Designation: Company:	<input type="checkbox"/> Designation:
<input type="checkbox"/> Designation: Company:	<input type="checkbox"/> Designation:

**ANNEXURE-9: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

1. Particulars of appellant:
  - I. Name of the appellant: <please specify>
  - II. Official address, if any: <please specify>
  - III. Residential address: <please specify>
2. Name and address of the respondent(s):
  - I. <please specify>
  - II. <please specify>
  - III. <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 - 10: NON - DISCLOSURE AGREEMENT**

(to be signed by the selected Agency before commencement of the Audit)

### **Effective Date:**

This Non-Disclosure Agreement, ("Agreement") is entered into by M/s < Name and address of Auditor > (herein after referred to as "<Party>") and 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 "RISL"). Each party has disclosed or anticipates disclosing to the other party certain Confidential Information (might include but not limited to, processes, personnel, methods, samples, tools, specifications, drawings, models, technical information, patent and other proprietary rights, etc) in connection with the business purpose-"License Renewal Audit of RISL CA".

In consideration of the mutual promises and covenants contained in this agreement and the disclosure of confidential information in connection with the business purpose, both parties agree as follows:

- **Definition of Confidential Information.** "Confidential Information" shall mean all information, whether disclosed before or after the Effective Date, that is disclosed in written, electronic, visual or other form by either party (each, as a "Disclosing Party") to the other party (each, as a "Receiving Party") and either (i) marked or designated as "confidential" or "proprietary" at the time of disclosure or (ii) disclosed under circumstance under which it ought to be treated as confidential by the Receiving Party. Confidential Information may include raw data, intermediate or derived data, final data and any input which are required to generate final data, logic used for processing and all associated data/product, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data or Request for Proposals or other information disclosed to Receiving Party by virtue of its relationship with Disclosing Party.
- **Confidentiality Obligation.** Notwithstanding anything contained in this NDA document, but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:
  - impede enforcement of any law;
  - affect the security or strategic interests of Government of Rajasthan / Government of India;
  - affect the intellectual property rights or legitimate commercial interests of <Party>

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

- affect the legitimate commercial interests of RISL in situations that may include when the procurement relates to a project in which RISL is to make a competitive bid, or the intellectual property rights of RISL.
  - RISL may impose on <Party> and sub-contractors, if there are any for fulfilling the business purpose, conditions aimed at protecting information, the disclosure of which violates above.
  - In addition to the restrictions specified above, RISL, while undertaking such nature of CCA Audit related work, which requires RISL to maintain confidentiality, may impose condition for protecting confidentiality of such information.
- **Return of Confidential Information.** All Confidential Information disclosed under this Agreement shall be and remain the property of the disclosing Party and nothing contained in this Agreement shall be construed as granting or conferring any rights to such Confidential Information on the other Party. The Recipient shall honor any request from the disclosing Party to promptly return or destroy all copies of Confidential Information disclosed under this Agreement and all notes related to such Confidential Information. The Parties agree that the disclosing Party will suffer irreparable injury if its Confidential Information is made public, released to a third party, or otherwise disclosed in breach of this Agreement and that the disclosing Party shall be entitled to obtain injunctive relief against a threatened breach or continuation of any such breach and, in the event of such breach, an award of actual and exemplary damages from any court of competent jurisdiction.
- **Exclusions.** Confidential Information shall not include Confidential Information that from and after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; or (ii) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party free of any obligation of confidence, as shown by Recipient's written records; or (iii) was rightfully disclosed to the Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information as shown by Receiving Party's written records.
- **Ownership.** All Confidential Information and any Derivatives thereof, unless otherwise specified in writing remains the property of Disclosing Party.
- **Equitable Relief.** Receiving Party agrees that the obligations assumed by Receiving Party herein are necessary and reasonable in order to protect Disclosing Party and its business, and the Receiving Party expressly agrees that monetary damages would be inadequate to compensate Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth herein. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Receiving Party, without the necessity of proving actual

## **Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

damages. The Receiving Party will notify the Disclosing Party in writing immediately upon learning of the occurrence of any unauthorized disclosure of Confidential Information or other breach of this Agreement. Receiving Party will assist Disclosing Party in remedying any unauthorized use or disclosure of Confidential Information.

- **No Warranty.** The Confidential Information disclosed under this Agreement is delivered "ASIS," and all representations or warranties, whether express or implied, including, without limitation, warranties or conditions for fitness for a particular purpose, merchantability, title and non-infringement of third party rights are here by disclaimed.
- **Notices.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, confirmed facsimile or overnight courier to the addresses of the parties set forth herein. Notice is not deemed to have been given to <Party> unless notice has been delivered at the following address: 302, Swapnabhoomi A Wing, S.K. Bole Road, Nr. Portuguese Church, Dadar West, Mumbai – 400028 (India).
- **Independent Development.** Receiving Party reserves the right to develop and market any technology, products or services or pursue business opportunities that compete with or are similar to those disclosed by Disclosing Party under this Agreement without the use of the Disclosing Party's Confidential Information.
- **General.** This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire agreement. All additions or modification of this Agreement must be made in writing and signed by both parties. No failure or delay in enforcing any right will be deemed a waiver. This Agreement may not be assigned by Receiving Party without the prior written consent of <Party> which consent shall not be unreasonably withheld. The parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with which Confidential Information may be disclosed.
- **Severability** In the event that any of the provisions of this Agreement shall be held by a court unenforceable, the remaining portions here of shall remain in full force and effect. This Agreement shall be governed by the laws of India, without regard to conflicts of law provisions. The parties hereby submit to the exclusive jurisdiction of the courts of India. All fully executed copies of this Agreement shall be deemed originals.
- **Dispute Resolution.** Any dispute or difference arising out of or in connection with this Agreement, which cannot be amicably settled within 15 (Fifteen) days, shall be referred at the request in writing of either Party to a competent court having jurisdiction over the place, where agreement has been executed and by no other court.



**Selection of Agency for License Renewal Audit of RajCOMP Info Services Limited Certifying Authority.**

\* RISL will have reserve the right to terminate the agreement at any time with/without prior any notice.

NOW

**Acknowledged and Agreed:**

<b>M/s (Name of the Auditor)</b>	<b>M/s Rajcomp Info Services Limited</b>
<b>Date:</b>	
<b>Name:</b>	
<b>Designation</b>	