

Request For Proposal (RFP) Document for Providing Vehicle Attendant Services for Support and Services in Office Administration to RajCOMP Info Services Limited

Ref. No. - F 1.9 (379)/RISL/Misc/2023/8224

Date: 02/03/2023

Unique Bid No: RIS2223SLOB00131

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://e-Proc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Last Date & Time of Submission of Bid	17.03.2023 till 3:00 PM
Date & Time of Opening of Technical Bid	17.03.2023 at 4:00 PM

Bidding Document Fee: Rs. 1000/- (Rupees One Thousand only)

e - Tender Processing Fee: Rs. 500/- (Rupees One Thousand only)

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

RajCOMP Info Services Limited (RISL)

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

Phone: 0141-2220097 Fax: 0141-2228701

Web: http: Website: <http://risl.rajasthan.gov.in>, Email: info.risl@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

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

	(IFMS). e - GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
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
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
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
Nodal Officer	Officer-in-charge (P&A)
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL

Procuring Entity	in this RFP document.
RISL	RajCOMP Info Services Limited
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
GST/CGST/SGST/IGST	Goods & Service Tax/Central Goods & Service Tax/State Goods & Service Tax/Integrated Goods & Service Tax
WO/ PO	Work Order/ Purchase Order



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

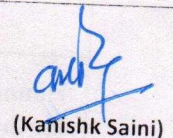
Bid Reference No. F 1.9 (379)/RISL/Misc/2023/8224

Dated: 02-03-2023

Unique Bid No. RIS2223SLOB00131

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: RajCOMP Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Kanishk Saini Designation: General Manager (Administration) Address: First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Email: info.risl@rajasthan.gov.in
Subject Matter of Procurement	Providing Vehicle Attendant Services for Support and Services in Office Administration to RajCOMP Info Services Limited
Bid Procedure	Single-stage Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in, http://risl.rajasthan.gov.in Bidding document fee: INR 1000 (Rupees One Thousand only) in Cash/ Demand Draft from a scheduled bank in favour of "Managing Director, RISL" payable at "Jaipur". RISL processing fee: INR 500 (Rupees One Thousand only) Demand Draft from a scheduled bank in favour of "Managing Director, RISL" payable at "Jaipur".
Period of Sale of Bidding Document	2/03/2023 to 17/03/2023
Estimated Procurement Cost	Vehicle Attendant Services INR 28,00,000/- (Rupees Twenty Eight lakh only)
Bid Security and Mode of Payment	<p>Vehicle Attendant Services</p> <ul style="list-style-type: none"> Amount (INR): INR 56000/- (Rupees Fifty Six Thousand Only), i.e. 2% of the estimated procurement cost INR 14,000/- (Rupees Fourteen Thousand Only), i.e. 0.50% for S.S.I. of Rajasthan INR 28000/- (Rupees Twenty Eight Thousand Only), i.e. 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. Mode of Payment: a Banker's Cheque or Demand Draft of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"
Manner, & start and end date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 02.03.2023 End Date: 17.03.2023 till 3:00 PM
Pre Bid Meeting Date/Time/Place	<ul style="list-style-type: none"> Date: 09.03.2023 Time: 12:30 PM

	<ul style="list-style-type: none"> Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> Date: 17.03.2023 Time: 4:00 PM Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Banker's Cheque/ Demand Draft for Bidding Document Fees, RISL Processing Fees and Banker's Cheque/ Demand Draft/ Bank Guarantee 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. * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Bidding Document Fee, RISL Processing Fee and Banker's Cheque/ Demand Draft/ Bank Guarantee for Bid Security up to 3:00 PM on 17/03/2023, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Banker's Cheque/ Demand Draft/ Bank Guarantee for Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. 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). RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. 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 for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) ; e-mail: eproc@rajasthan.gov.in; Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids. 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. 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. The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail. 	



(Kanishk Saini)
G.M. (Administration), RISL

2. PROFILE & BACKGROUND INFORMATION

1) Profile

RajCOMP Info Services Ltd. invites bids for Providing Vehicle Attendant Services for Support and Services in Office Administration to RajCOMP Info Services Limited on deliverables basis.

Multiple projects being implemented and managed by RISL across the state require services of Vehicle Attendants for routine job-work to be done at RISL Head Office and its extended offices. To meet the requirements, RISL is inviting bids from agencies for providing the said services. The services would be required initially for a period of 1 year, which can be extended on mutual terms as agreed by RISL and the selected bidder.

Only bidders fulfilling all the conditions mentioned in Chapter 3 of this RFP document need to apply. The bidder should have suitable experience for similar activities. Detailed scope of work is defined in Chapter 4 of this RFP document.

2) About the Department

RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan.

RISL is State Designated Agency (SDA) for implementation of NeGP Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State's Mission Mode Projects (MMPs) viz. Bhamashah and GIS. RISL is also Technology Partner with departments like Agriculture, Election Department, State Election Commission, JCTSL, Education Department, RHSDP etc.

RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/Organization(users).

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956/2013 OR A partnership firm registered under Indian Partnership Act, 1932 OR A society registered under the Rajasthan Societies Registration Act 28, 1958 or any other equivalent valid Societies Registration Act in India.	- Copy of valid Registration Certificates OR - Copy of Certificates of incorporation
2	Financial: Turnover	Annual Turnover of the bidder during each of the last five financial years, i.e., from 01/04/2018 to 31/03/2022 (as per the last published audited balance sheets), should be at least INR 1,00,00,000/- (Rupees One Crore Only)	CA Certificate with CA's Registration Number/ Seal
3	Financial: Net Worth	The net worth of the bidder as on 31/03/2022 should be Positive.	CA Certificate with CA's Registration Number/ Seal
4	Technical Capability	The bidder must have successfully completed at least One/Two projects of similar nature i.e. providing Vehicle attendant services or support services, which together should not be of less than 100% amount of the project cost, i.e. INR 28,00,000/- during the last three financial years i.e. financial year ending 31 st March 2020,2021,2022.	Format for submission of project references for pre-qualification experience as per Annexure 9 AND Work Completion

S. No.	Basic Requirement	Specific Requirements	Documents Required
			Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client
5	Tax registration	The bidder should have a registered number of i. GSTN where his business is located iii. Income Tax / Pan number.	Copies of relevant certificates of registration of GST and PAN
6	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document. e) should neither be a black listed firm nor should its	A Self Certified letter as per Annexure-3: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		contracts have been terminated/ foreclosed by any company / department during the last 3 financial years due to non-fulfilment of Contractual obligations.	
7	Licence under Contract labour (Regulation and abolition) ACT, 1970	The bidder should have obtained a valid and appropriate licence under Contract Labour (Regulation and Abolition) Act, 1970, and the rules as amended till date.	Copy of the Licence
8	Registration under Employees' Provident Funds Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948	The bidder should have been registered under Employees Provident Funds Miscellaneous Provisions Act, 1952 and Employees' State Insurance Act, 1948.	Copy of the Registration Certificates

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

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

4.1 Details of work

4.1.1 Preamble

RISL needs to obtain services of reputed, well established and financially sound Service Provider (also referred to as the bidder hereafter) for providing Vehicle Attendant Services for support services at its Head office presently located at First Floor, IT Building, Yojana Bhawan, Jaipur, its extended offices and various projects being implemented across the State of Rajasthan.

Generally, the services are required at the office location(s) only. In case need of services at other locations arises, modalities for doing so will be worked out by RISL in discussion with the bidder.

4.1.2 Scope of Work

The selected bidder is expected to provide services to various administrative functions to the officers and officials of RISL.

The following is the indicative list of activities expected to be fulfilled by the bidder for providing Vehicle Attendant Services including but not limited to:

- 1)** Proper upkeep and maintenance of assigned vehicle
- 2)** Drive and Park vehicles as per directions of OIC concerned.
- 3)** Check for vehicle use and ensure features of the vehicles are operational
- 4)** Fill petrol/diesel tank and check fill levels of all fluids
- 5)** Duly fill log-books for each vehicle for every day of use of the concerned vehicle
- 6)** Drive vehicles to the designated destinations as per the directions of the OIC concerned
- 7)** Carry updated valid original and authentic Indian driving license and ensure the valid vehicle registration certificate, PUC and other papers of assigned vehicle are available at all times further shall follow local and state driving laws and road regulations

It is to be noted that the above lists are non-exhaustive, and tasks of similar competency can be assigned to the selected bidder's list of services.

The bidder shall be responsible for performing the activities keeping the hierarchy of officials at primary importance during entire contract period, the details of which shall be provided to the selected bidder at the time of placing the work order and providing details of services to the selected bidder during orientation.

4.1.3 Qualification and Experience of the Team for providing services

The bidder will provide the services as defined and accomplish the same at the premises of RISL, or at any other office, as may be required by RISL, at the agreed rates that the bidder provides in the financial bid.

4.1.3.1 Vehicle Attendant Services

The envisaged qualifications/skills/experience of the team to deliver the services as needed by RISL is as follows:

- i. Must carry a valid Indian Driving License for LMV
- ii. Minimum qualification: Secondary passed/ equivalent
- iii. Minimum similar experience: 3 years
- iv. Minimum age limit: 21 years

4.1.4 Team Selection/Modification

4.1.4.1 The team shall be examined for suitability performing the defined services by RISL. It shall be the responsibility of the selected bidder to verify the qualifications and experience indicated for the team members in their profiles and to provide list of team member deployed at RISL & ensure to have following documents of the persons deployed with it during the commencement of work: i.) Bio-data of the persons along with the certificates in respect of educational/professional qualifications etc ii.) Detailed proof of identity like driving license, bank account details, proof of residence and recent photograph. RISL reserves the right of personal verification to cross check the credentials and qualification of the team delivering the services to RISL on behalf of the

selected bidder as per KYC norms. If during the course of engagement, it comes to notice that any team member has misrepresented the facts about his/her qualification/experience, the selected bidder will have to terminate the services of such member immediately, and shall have to provide suitable replacement within 7 (seven) working days.

4.1.4.2 If the performance of any team member of the selected bidder is found unsatisfactory, RISL shall give a notice of 7 working days to the selected bidder to take necessary action to improve the performance of the concerned team member, and if his performance does not improve even after 7 (seven) days of such communication, the selected bidder shall provide a replacement acceptable to RISL within next 7 (seven) days.

4.1.5 Team Remuneration/Indemnification

The selected bidder shall be liable for timely payment of remuneration to the hired team, and shall also be responsible for complying with all the statutory liabilities, including minimum wages/payments/weekly-off, contributions towards all statutory dues connected to and/or related to the engagement/hiring of the team members etc., sent to RISL and shall keep the RISL indemnified at all times, and against all claims, liabilities, losses and consequences in relation thereto, and comply with all statutory requirements, and deduction of any tax or other amounts as required by law, or as provided herein. An undertaking to this effect will have to be signed by the selected bidder soon after the placement of order on him.

4.1.6 Implementation Methodology

4.1.6.1 Vehicle Attendant Services

The bidder shall be providing the above mentioned services for the entire contract period for a tentative set of 6 vehicles of the LMV category, boarded at the RISL premises. **RISL does not bind a specific number of resources for the purpose of delivery of services whatsoever** on behalf of the bidder to be deployed at RISL to perform all the duties, and it shall be the responsibility of the selected bidder to maintain SLA without penalties/LD during the contract period. However, it is envisaged that a team of minimum 9 members with desired experience and skills shall suffice for timely and quality service

delivery as defined in this RFP.

4.2 Reporting

The team members deployed by the selected bidder for services as defined in this RFP are expected to report full-time across the concerned vehicles for providing the requisite services for 6 days each week, which shall generally be Monday to Saturday. However, if needed by RISL, services shall have to be delivered on any day of the week by the selected bidder. The duties for delivery of said services shall be assigned by the nodal officer. RISL reserves the right to specify office timings as per the requirements. For general practice, it is envisaged that the services are, on an average, delivered from at least 30 minutes prior to 90 minutes after the general office timings (General office timings are 9:30AM to 06:00PM). However, the selected bidder shall not be entitled for any additional payment if services are delivered for additional time as per the requirements of RISL.

4.3 Monitoring

The overall monitoring for the service delivery shall be done by the designated Nodal Officer and the same shall be done through individual monitoring templates for each team member that shall be shared with the selected bidder. The monitoring templates shall be in line with the activities defined in this RFP as well as the concerned SLA.

4.3.1 The monitoring template shall broadly be based on the following measurement criteria:

4.3.1.1 Quality of Service Delivery, regularity and punctuality

4.3.1.2 Attentiveness and responsiveness

4.3.1.3 Behaviour

In case of any grievances under the agreement signed by the selected bidder, the decision of the Nodal Officer shall be final and binding on the concerned resource as well as on the selected bidder.

4.4 Deliverables And Timelines

1. The selected Bidder shall have to submit certain key deliverables which are mentioned hereunder for the activities performed.
2. The formats for all the monitoring templates shall be prepared by RISL. The documents submitted by the selected Bidder should strictly be in the provided format only which, if required, may be revised by RISL.

Vehicle Attendant Services

S.No.	Scope of Work	Deliverable	Timeline
1	Section 4.1.2	(I) Filled Monitoring Templates against service delivery duly signed by Nodal Officer (II) Vehicle Log Books (III) Bills/Invoices	Monthly

4.5 ROLES & RESPONSIBILITIES

a) Responsibilities of RISL

Owner of the project is RISL; the role of RISL includes discharging the following responsibilities:

- To ensure that the concerned officers and officials take active utilization of service delivery.
- To conduct review meeting, if needed, to monitor the overall service delivery.
- To facilitate resolving issues to the resources deployed at RISL.
- To co-ordinate with the Selected Bidder for any formats/templates.
- To approve the resources.
- To approve the documents and process the payment.

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

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

2) Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - a. Last date of submitting clarifications requests by the bidder: As per NIB
 - b. Response to clarifications by procuring entity: As per NIB
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3) **Changes in the Bidding Document**

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

4) **Period of Validity of Bids**

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

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 envelope/ cover system shall be followed for the bid –
 - 1) Technical bid including fee details & technical documents
 - 2) Financial bid
- d) The technical bid shall include following documents:-

SL. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4	All the documents mentioned in the Eligibility Criteria, Chapter 3 of the RFP, in support of the eligibility	Proof of submission and other documents as mentioned in Chapter 3
4.	Bidders Authorisation Certificate	Annexure 2
5.	Self-Declaration	Annexure 3
6.	Declaration by Bidder	Annexure 4
7.	Service Tax % Details (For informative purposes only)	Annexure 8
8.	Format for submission of project references for pre-qualification experience	Annexure 9

a) Financial bid shall include the following documents: -

Srl	Documents Type	Document Format
1.	FINANCIAL BID COVER LETTER	On bidder's letter head duly signed by authorized signatory as per Annexure-5
2.	Financial Bid Format	As per BoQ

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

6) Cost & Language of Bidding

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

7) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

8) Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

- b) Bid security instrument or a bid securing declaration shall necessarily accompany the sealed technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft, of a scheduled bank or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- h) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of work order within the specified period;
 - c. when the bidder fails to commence the service or execute work as per work order within the time specified;
 - d. when the bidder does not deposit the Performance security within specified period after the work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- i) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- j) No interest shall be payable on the bid security.
- k) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- l) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;

- b. the execution of agreement and Performance security is furnished by the successful bidder;
- c. the cancellation of the procurement process; or
- d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) Deadline for the submission of Bids

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

10) Withdrawal, Substitution, and Modification of Bids

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

11) Opening of Bids

- a. The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c. The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name

and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

- d. All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e. The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
 - 1) bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - 2) bid is valid for the period, specified in the bidding document;
 - 3) bid is unconditional and the bidder has agreed to give the required performance security; and
 - 4) other conditions, as specified in the bidding document are fulfilled.
 - 5) 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.

1) **Selection Method:**

Technical proposal satisfying the pre-eligibility criteria shall be consider for further evaluation. The determination shall be based upon an examination of the documentary evidence submitted by the bidder as requested in the Table 5 (d): Technical Bid Document.

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

2) **Clarification of Bids**

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

- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
- e) All communications generated under this rule shall be included in the record of the procurement proceedings.

3) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

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

b) Non-material Non-conformities in Bids

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

c) Technical Evaluation Criteria

Technical evaluation shall include the evaluation of all the documents mentioned in the Technical Bid. A bidder shall be considered to be technically qualified in case it meets all the requirements and terms and conditions of the Bidding document.

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.

4) Evaluation & Tabulation of Financial Bids

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

- a) the financial bids of the bidders who qualified in technical evaluation shall be opened at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening, marking and signing on the financial bids shall be as prescribed in (6) above.

- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order;
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.
- i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the works or service required to be procured.

5) **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.

6) **Price/ purchase preference in evaluation**

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

7) **Negotiations**

- a) 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.
- b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- d) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- e) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- f) In case the rates even after the negotiations are considered very high, fresh bids shall be invited.

8) **Exclusion of Bids/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;

- d. the bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a bid shall be for reasons to be recorded in writing and shall be: -
- a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

9) **Lack of competition**

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

10) Acceptance of the successful bid and award of contract

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

11) Information and publication of award

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

12) 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.

13) Right to vary quantity

1. The envisaged number of team members as mentioned in the Scope of Work for rendering the Room attendant and the Vehicle attendant services are indicative only for the purpose of evaluation and determination of rates. RISL will have the right to increase or decrease in quantum of services specified in the Scope of Work on same terms and conditions during the contract period/ extended contract period. The payment shall be released as per actual deployment of services on prorata basis/percentage basis of the finalised cost of the services.
2. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as per the provisions of RTPPAAct, 2012 and Rules thereunder as amended from time to time.
3. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

14) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 2.5%, of the amount of the work order. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% of the amount of quantity ordered for services and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of work order.

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

15) Execution of agreement

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

16) Confidentiality

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

17) Cancellation of procurement process

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

18) Code of Integrity for Bidders

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

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

19) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

20) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of <10> days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Chairman, RISL
Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-7 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
 - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

21) 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.

22) 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.

23) Offenses by Firms/ Companies

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

24) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

25) **Monitoring of Contract**

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

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

- a) "Contract" means the Agreement entered into between the Procuring Authority and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Services from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Purchaser"/"Procuring Authority" means the entity procuring the services, as specified in the bidding document.
- h) "Related Services" means the services incidental to the training, and other similar obligations of the successful/ selected bidder under the Contract.
- i) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- j) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions of the 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.

1) Contract Documents

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

2) Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Procuring Authority and the 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.
- g) The cost as quoted/finalised in Financial Bid would be deemed as the cost of total envisaged team members (Room Attendants/Vehicle Attendants) for a period of one year and the cost of one team member would be derived by deviding the total cost as quoted by deviding Number of Months for which cost is sought and the figure so derived would futher be devided by no. of resources deployed.

3) Language

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

4) Notices

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

5) Governing Law

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

6) Scope of Services

- a) Subject to the provisions in the bidding document and contract, the services to be provided shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of services shall include all such details/related activities not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery of the services as if such details/related activities were expressly mentioned in the Contract.

7) Delivery of services

- a) Subject to the conditions of the contract, the delivery of the services and completion shall be in accordance with the schedule approved and provided to the selected bidder by RISL.
- b) The contract for the services can be repudiated at any time by the Officer in charge, if the service delivery is not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

8) Selected Bidder's Responsibilities

The Selected Bidder shall deliver services included in the scope of work in accordance with the provisions of bidding document and/ or contract.

9) Purchaser's Responsibilities

- a) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

10) Contract Price

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

11) Recoveries from Selected Bidder

- a) Recovery of liquidated damages or penalties shall be made ordinarily from bills.
- b) The Procurement Officer shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the satisfaction of the Procurement Officer. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.
- c) The balance, if any, shall be demanded from the Selected Bidder and when recovery is not possible, the Procurement Officer shall take recourse to law in force.

12) Taxes & Duties

- a) The Goods and Service Tax/Central Goods and Service Tax/State Goods and Service Tax/ Integrated Goods and Service Tax, if applicable, should not be included in the bid price and shall be paid/deducted at source by RISL separately on prevailing rates. All other taxes, duties, license fee and levies shall be included in the bid price.
- b) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.
- c) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

13) Copyright

The copyright in all materials containing data and information furnished to the Purchaser by the Selected Bidder herein shall remain vested in the RISL, or, if they are furnished to the Purchaser directly or through the Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

14) Confidential Information

- a) The Purchaser and the Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any 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 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 Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the Selected Bidder shall not use such documents, data, and other information received

from the Purchaser for any purpose other than the 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 Selected Bidder need to share with RISL or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

15)Sub-contracting

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

16)Specifications and Standards

The services provided 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.

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

- a) Except as provided under clause “Force Majeure”, if the selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in General Financial & Accounting Rules of the Government of Rajasthan or as mentioned in clause (d) for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified under the provisions. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the selected bidder shall arrange services within the specified period.
- c) Delivery period may be extended with or without liquidated damages, if the delay in the delivery of services is on account of hindrances beyond the control of the selected bidder.
 - i. The selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the service within the stipulated delivery period or is unable to maintain prorate progress in the service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of delivery of service after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of 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 of service may be considered without liquidated damages when delay has occurred due to delay in details etc. if the RISL was required to provide them to the service provider as per terms of the contract.
 - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter

shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed delivery of service.

- v. It shall be at the discretion of the concerned authority to accept or not to accept the 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 service.
 - vi. If RISL is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to provide: -

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

- i. Fraction of a day in reckoning period of delay in delivery 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 contract value.
- iii. The percentage refers to the payment due for the associated milestone for service.

18) 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 profits or interest costs, provided that this exclusion shall not apply to any obligation of the selected bidder to pay liquidated damages to the Purchaser; and

- b) the aggregate liability of the selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract.

19)Force Majeure

- a) The selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the 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 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 selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the RISL, the RISL may take the case with the selected bidder on similar lines.

20)Change Orders and Contract Amendments

- a) The Purchaser may at any time order the selected bidder through Notice, to make changes within the general scope of the Contract and in the related services to be provided by the selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the delivery and completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the selected bidder’s receipt of the Purchaser’s change order.

- c) Prices to be charged by the 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 selected bidder for similar services.

21)Duration of Contract

The initial time period of the contract shall be for one year which may be extended for a further period of one year or part thereof, at the behest of RISL, depending upon the Vehicle Attendant Service requirement and administrative convenience of RISL in mutual agreement with the selected bidder. Such extension would be at the same terms and conditions.

22)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 selected bidder, terminate the contract in whole or in part: -
 - a. If the 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 selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

RISL may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the 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 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 selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

23) Settlement of Disputes

- a) General: If any dispute arises between the selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if

the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)

- Chairman of BoD of RISL : Chairman
- Secretary, DoIT&C or his nominee,
not below the rank of Deputy Director : Member
- Managing Director, RISL : Member
- Director (Technical), RISL : Member
- Director (Finance), RISL : Member
- A Legal Expert to be nominated by the Chairman : Member

c) Procedure for reference to the Standing Committee: The selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the service from the selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.

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

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

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

Vehicle Attendant Services

S.No.	Deliverable	Payment	Conditions
For Each Month			
1	(I) Filled Monthly Monitoring Templates against service delivery duly signed by Nodal Officer (II) Bills/Invoices (III) Vehicle Log Books	1/12 of the cost as provided in the financial bid format,	Monthly Payment would be released after approval of the said documents as submitted in triplicate to RISL.

- b) All payments would be made on the basis of actual services rendered after due verification by the Nodal Officer/ OIC concerned.
- c) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied documents mentioned in point d below, describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- d) Documents Required, whichever applicable for desired deliverables, to be submitted to RISL for Payment (in Triplicate):
- i. Monitoring Templates
 - ii. Bills/Invoices
 - iii. SLA attainment reports
- e) Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the selected bidder, and the purchaser has accepted it. No amount of interest will be payable by the company, in case of delay or any other count.
- f) The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
- g) All remittance charges will be borne by the selected bidder.
- h) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- i) Any penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.
- j) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

2) Service Level Standards/ Requirements/ Agreement:

The following are the service levels and associated penalties, to be measured quarterly:

Vehicle Attendant Services

S.N o.	Activity	Service Description	Measurement Parameter	Service Level	Penalty	Remarks
1	Providing Support and Services in Office Administration (Vehicle Attendant Services)	The service delivery as per the scope should be above par and shall adhere to the prescribed office schedule	Average rating by the nodal officer calculated monthly for service delivery	Average Rating ≥ 8 on a scale of 10	1.25% of the total value of the work order for degradation of every 0.25 points (or part thereof)	Penalty will not be more than 26.25% of the value of the work order

3) Responsibilities of the Selected Bidder and Team for the Services

- (a) The selected bidder shall continuously monitor the services being delivered by it, to ensure that quality of services are up to the industry standards.
- (b) RISL may terminate the contract with the selected bidder if the penalty on the selected bidder is more than 5% of the monthly value of the work order consecutively for three months.
- (c) The selected bidder shall inform particulars (indicating the name, designation, wage rate, amount of PF both employer’s contribution and employee’s contribution deposited as required along with the PF account number and the amount of ESI) to its team members deployed with in 30 days of deployment and submit a copy of the same duly acknowledged by the team members to RISL, for reference and records on quarterly basis.
- (d) The selected bidder shall ensure that the team members deployed are medically fit. The Agency shall withdraw such team members who are not found medically suitable immediately on receipt of such a request from RISL.
- (e) The selected bidder shall monitor that all the team members are present for rendering the services specified under the scope of work on all working days and shall maintain a attendance sheet that shall be inspected by the Nodal Officer.
- (f) The selected bidder shall ensure that the team members deployed for rendering the Vehicle Attendant Services are present on each working day and if any team

member found nonavailable than the selected bidder shall immediately provide a substitute. If the bidder do not provide the substitute during the leave absence/ non availability of any team member than it would attract a penalty @ Rs. 400 per day per team member.

- (g) The selected bidder shall comply with all the statutory requirements, and rules and regulations applicable for engagement of team for the client (i.e. RISL), and shall obtain all necessary registrations, licenses, approvals and sanctions under the applicable laws of the land, and will have to submit a signed undertaking to this effect to RISL at the time of signing the agreement.
- (h) The selected bidder shall adhere to, and comply with, all the laws that may be applicable to it, and will extend all the benefits/privileges applicable to personnel engaged/employed by it. In case of breach of any law/rules/notifications, applicable to the engagement of team by the selected bidder, the selected bidder alone shall be responsible and liable for any act(s) of omission and/or commission committed by any team member, employee, agent, representative, legal authority and person(s) engaged/employed by it, for discharging the obligations under this contract. Under no circumstances shall any such responsibility lie on RISL under any conditions whatsoever.
- (i) The selected bidder shall deposit all the mandatory contributions/dues with the appropriate authorities and shall provide the documentary evidence to RISL regarding such compliance. An undertaking will have to be given by the selected bidder at the time of signing the agreement that only it will be responsible for any lapse in this regard.
- (j) No relationship of 'employer and employee' shall be entertained between the RISL and the team engaged by the selected bidder at any point of time during or after the contract period under any circumstances.
- (k) The selected bidder shall ensure that the team members working on behalf of the selected bidder to deliver the services are efficient, skilled, honest and conversant with the nature of work requirement of RISL.
- (l) The selected bidder shall submit the experience certificates of the team deployed at RISL, regarding the work done by them in the last one year, and shall also verify and certify their satisfactory character and antecedent records.
- (m) The selected bidder shall obtain appropriate licence under the Contract Labour

- (Regulation and Abolition) Act, 1970, and the Rules as amended till date, and shall comply with all terms and conditions thereof strictly, and shall keep such licence duly validated and/or renewed, from time to time, throughout the currency of this Contract.
- (n) The selected bidder shall maintain all registers required under various Acts/Laws, which may be inspected by RISL, as well as by the appropriate authorities, at any time.
- (o) Notwithstanding anything contained herein, the selected bidder shall be liable for adequately compensating RISL for any loss or damage occasioned by any act, omission or lapse on its part, or by any team members deployed by it in pursuance to delivery of services as defined under this RFP.
- (p) The selected bidder should be aware that the services similar to those covered by this RFP are being, or may hereafter be, rendered in the premises of RISL by other entities also, and it will not, at any time, object to, or interfere in any manner, with the rendering of such services by any such other entities.
- (q) The selected bidder must be able to arrange for the replacement of the existing team members on account of performance/other, as and when such instructions are given by RISL.
- (r) Any team member for any activity defined in this RFP can be removed any time, by given a notice to the selected bidder. Undertakings to this effect will be taken by the selected bidder from all person(s) engaged by him, and they will also be handed over to RISL at the time of signing of agreement. The selected bidder will have to provide suitable replacement(s), acceptable to RISL, within 7(seven) working days' time of removal of such person(s).
- (s) The selected bidder must be able to arrange for the replacement of the existing team members on account of performance/other, as and when such instructions are given by RISL.
- (t) The services of the team members engaged are liable to be transferred anywhere within RISL/DoIT&C, or at any other place in Jaipur, from one branch to another, without any change in finances, depending on the exigencies of the work.
- (u) The selected bidder's team members shall, remain punctual on all working days and shall adhere to the office timings and also to the specific timings of their

working as assigned by the nodal officer. In case of emergency, the service of the team members shall be called for on gazetted holidays, on short notice at times, for which it is liable to discharge duties on that day.

- (v) The selected bidder and its team members, at all times, shall maintain absolute integrity and devotion to RISL, and should conduct in a manner conducive to the best interests, credits and prestige of RISL.
- (w) The selected bidder shall ensure that complete confidentiality is maintained by it, and by all its team members, with regard to all information relating to RISL, its premises, clients, businesses, assets, affairs and employees, and that neither the selected bidder, nor its engaged team members, will at any time divulge, or make known to any third parties, any trusts, accounts, matters or transactions, whatsoever, pertaining to RISL, and its associate entities, which may in any way come to their knowledge or attention.
- (x) It is mandatory that the selected bidder provides adequate insurance coverage to all resource(s) for eventualities like death, disability, sickness etc. RISL shall not be liable for paying or bearing any premium/ compensation, at any stage, in respect of insurance claims made by the selected bidder or the team members provided by it for delivery of services as defined in this RFP. It shall submit the copies of such policies, and their renewal receipts, as well as documentary evidence of payment of premiums, to RISL at the time of signing the agreement, and shall at all time keep the requisite policies live and running.

ANNEXURE-1: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
{Procuring entity},

_____,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-3: SELF-DECLARATION {to be filled by the bidder}

To,
{Procuring entity},

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-4: DECLARATION BY BIDDER {to signed by selected bidder}

I/We declare that I am/we possess necessary registrations under all acts/rules/laws of the Union and the State necessary to provide the services through this bid for which we have quoted.

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: FINANCIAL BID COVER LETTER &FORMAT

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

To,
{Procuring Entity},

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, 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 of services prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid.

I / We undertake, if our bid is accepted, to deliver the services in accordance with the schedule specified in the RFP document.

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format

Vehicle Attendant Services

Cost for providing vehicle attendant Services to RajCOMP Info Services Limited:

S.No.	Item No. and Description Unit	Qty	Total Cost including Goods and Service Tax
1	2	3	4
1	Lump sum cost for Providing Services as defined in section 4.1.6 of the RFP to set of 6 vehicles of LMV Category envisaging a team of 9 no. of resources for a period of one year	1	
Total Amount (In Figures):INR			
Total Amount (In Words) :INR			

Goods and Service Tax shall be paid at prevailing rates.

ANNEXURE-6: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

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

And

M/s _____, a company registered under the Indian Companies Act 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 successful bidder and has placed the Work Order vide Letter No. _____ dated _____, on which successful bidder has given their acceptance vide their Letter No. _____ dated _____.

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.

2. In consideration of the payment to be made by RISL to service provider at the rates set forth in the work order no. _____ dated _____ will duly deliver services set forth in the Scope of Work of RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by successful bidder.
3. The RISL do hereby agree that if successful bidder shall duly provide 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 successful bidder, 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 resources shall be effected from the date of work order i.e. _____ and completed by successful bidder within the period as specified in the RFP document.
5. In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to provide: -

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

- i. Fraction of a day in reckoning period of delay in delivery 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 contract value.
 - iii. If Successful bidder requires an extension of time in completion of contractual delivery of services on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of delivery of services.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

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

Signed By:	Signed By:
------------	------------

<p>() Designation: Company:</p>	<p>() General Manager (Administration), RISL</p>
<p><i>In the presence of:</i></p>	<p><i>In the presence of:</i></p>
<p>() Designation: Company:</p>	<p>() Designation: Department of IT&C, Govt. of Rajasthan</p>
<p>() Designation: Company:</p>	<p>() Designation: Department of IT&C, Govt. of Rajasthan</p>

ANNEXURE-7: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

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

2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>

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

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

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

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

7. Prayer:<please specify>

Place

Date

Appellant's Signature

ANNEXURE-8: Goods & Service Tax % Details (For informative purposes only)

Sl. No.	Item Description	Percentage of Goods and Service Tax (%) Applicable
1	2	4
1	Cost for Providing Services as defined in section 4.1.2 of the RFP to RajCOMP Info Services Limited	

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

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

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