

**Request for Quotations (RFQ) Document  
for Hiring of Professional Services for Internal Audit of the  
Company for the Financial Year 2023-24 through Single Source  
Procurement Method**

Reference No. F 2.1(90)/RISL/Acct/21-22/5878

Dated: 04/12/2023

<b>Mode of Bid Submission</b>	Manual Submission		
<b>Procuring Authority</b>	Managing Director, RISL, First Floor, B-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)		
<b>Submission of Bid Start Date &amp; Time</b>	04/12/2023 Time 03:00PM		
<b>Submission of Bid End Date &amp; Time</b>	11/12/2023 Time 03:00PM		
<b>Date &amp; Time of Opening of Techno-Commercial Bid</b>	11/12/2023 Time 03:30PM		
<b>Name of the Bidding Company/ Firm:</b>			
<b>Contact Person (Authorised Bid Signatory):</b>			
<b>Correspondence Address:</b>			
<b>Mobile No.</b>		<b>Telephone &amp; Fax Nos.:</b>	
<b>Website &amp; E-Mail:</b>			

**RajCOMP Info Services Limited (RISL)**

First Floor, Yojana Bhawan, B-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

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## **ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	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.
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation.
<b>Bid Security</b>	A security provided to the procuring entity by the bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as EMD.
<b>Bidder</b>	Any firm of Chartered Accountant firm participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	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
<b>Competent Authority</b>	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.
<b>Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Contract Period</b>	The Contract Period shall commence from the date of issue of Work order till all deliverables as defined in the bid document are delivered to the purchaser.
<b>Day</b>	A calendar day as per GoR/ Gol.
<b>DeitY, Gol</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>eGRAS</b>	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: <a href="https://e gras.raj.nic.in/">https://e gras.raj.nic.in/</a>
<b>EMD</b>	Earnest Money Deposit. Also, called as Bid Security.
<b>Go/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	Invitation for Bid (A document published by the procuring entity inviting Bid relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
<b>INR</b>	Indian Rupee
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>Lol</b>	Letter of Intent
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>PAN</b>	Permanent Account Number
<b>PC</b>	Procurement/ Purchase Committee
<b>Procurement Process</b>	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
<b>Procurement/ Public Procurement</b>	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
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Tendering Authority/</b>	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

<b>Procuring Entity</b>	buyer. RISL in this RFP document.
<b>RFP/ Bidding Document</b>	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
<b>RFQ</b>	Request for Quotation, an early stage in procurement process, issuing an invitation for empanelled suppliers, through a bidding process, to submit financial quotation with relevant documents only on a specific commodity or services.
<b>RISL</b>	RajCOMP Info Services Limited
<b>RVAT</b>	Rajasthan Value Added Tax
<b>Services</b>	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
<b>SLA</b>	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.
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>VAT/ CenVAT</b>	Value Added Tax/ Central VAT
<b>WO/ PO</b>	Work Order/ Purchase Order

**CHAPTER -1****1.1 INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)****NOTICE INVITING BID – NIB****Reference No. F 2.1(90)/RISL/Acct/21-22/5878****Dated: 04/12/2023****Unique Bid No. –**

RISL invites bid/ proposal from M/s Sharma Agrawal & Co., 2<sup>nd</sup> Floor, Anjali Chambers, Raj Bhawan Road, Civil Lines, Jaipur Rajasthan 302006 for Hiring of Internal Audit Services for the financial year 2023-24, under single source procurement method.

<b>Name &amp; address of procuring entity</b>	Rajcomp Info Services Limited, 1 <sup>st</sup> Floor, C-Block, Yojana Bhawan, C-Scheme, Jaipur
<b>Name &amp; address of OIC</b>	Kaushal Suresh Gupta, Manager (Finance), Rajcomp Info Services Limited, 1 <sup>st</sup> Floor, C-Block, Yojana Bhawan, C-Scheme, Jaipur
<b>Nature of Services</b>	Hiring of professional services for Internal Audit for the Financial Year 2023-24, by single source procurement method.
<b>Estimated Cost</b>	Rs. 5.00 Lac, excluding Goods and Services Tax (Rs. Five Lac Only)
<b>Earnest Money Deposit (EMD)</b>	Not Required
<b>Bid submission Start Date/ Time</b>	04/12/2023 Time 03:00PM
<b>Bid submission End Date/ Time</b>	11/12/2023 Time 03:00PM
<b>Bid Opening Date/ Time</b>	11/12/2023 Time 03:30PM
<b>Websites for downloading Tender Document, Corrigendum's, Addendums etc.</b>	<a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a> <a href="http://sppp.raj.nic.in/">http://sppp.raj.nic.in/</a>
<b>Bid Validity</b>	90 Days from the date of bid submission
<b>Date:</b>	<b>Manager (Finance)</b> <b>RajCOMP Info Services Limited (RISL)</b> <b>Jaipur (Rajasthan)</b>

Note:

- 1) **Bid Procedure:** Single-stage: Single envelop Bid procedure
- 2) Bidder (Authorised Signatory) shall submit financial bid in prescribed format.
- 3) RISL will not be responsible for delay in submission due to any reason. For this, bidder is requested to submit complete bid well advance in time so as to avoid any issues or any other unforeseen problems.

- 4) The procuring entity reserves the complete right to cancel the bid process and reject the Bid.
- 5) 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.
- 6) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
- 7) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.

**CHAPTER -2****2.1 Eligibility**

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documents Required</b>
1.	Bidder should have its registered office, in Jaipur City	Registration Certificate of ICAI
2.	Bidder should have at least two working partner	ICAI Certificate of Partners
3.	Bidder should have minimum 5 years' experience in Internal Audit related Services, as defined in Scope of Work	ICAI Registration and Firm's Profile

**2.1 SCOPE OF WORK, DELIVERABLES & TIMELINES**

The details of the work are as follows:-

<b>Sr. No.</b>	<b>Description of Work</b>
1.	To ensure that the organization is maintaining Cash Book properly and it is signed daily by Cashier/ authorized officer. To ensure that during the period under review, physical verification of closing balance of cash has also been done from time to time and has been recovered in the Cash Book.
2.	To ensure that the organization is maintaining proper books/records, viz., Ledger, Journal, Cash Book, Bank Book, Subsidiary books, Stock and Consumption Register,
3.	To ensure that the organization is preparing monthly bank reconciliation and carrying out proper periodical reconciliation of subsidiary books.
4.	To ensure that the loan and advances and their adjustments and incentive payments, (if any), are proper in the Organization.
5.	To ensure that the instruction regarding Deposits and regarding operation of Cash/ Bank Accounts are being followed properly.
6.	To ensure that the submission of returns and remittances of TDS/TCS, Advance Tax and Goods and Service Tax, etc and other statutory liabilities like CPF, GPF, RPF, Pension, Insurance, Gratuity, etc. to the respective departments are timely and correct.
7.	To ensure that the organization is following the accounting policies according to laid down accounting standards.



8.	To ensure that all vouchers of payments receipts and journal for expenditure including establishment payments, i.e., Pay, T.A./D.A., Medical Bills, etc. are with proper supporting documents, authenticity and have been signed by the Authorized Signatory and recorded in the respective books properly.
9.	To ensure that the recovery of dues is being monitored by the Management.
10.	To ensure that the rules and regulations, delegation of power in all the matters having financial implication based on Board/ Committee decision and other circular/ instruction issued from time to time have been followed by the Organization.
11.	To ensure that all the expenditures are in accordance to Budget approved.
12.	To ensure that the quotations, Sanctions, purchase orders, etc. in respect of all purchases of stationary items, office equipments, furniture and fixtures and other store items, etc. are as per delegation of powers. To ensure that the payments are in order with relation to its actual work. Further to ensure proper deposition of Earnest Money & Security Deposits etc against order and proper deduction LD/ Penalty and statutory
13.	To ensure that the Consumption of material as mentioned at S. No. 13 are properly entered in the Stock and Consumption Register and Fixed Assets Register, which have been signed by OIC-stores. Further ensure the following:- <ul style="list-style-type: none"> <li>a) To check the necessary records in respect of scrap and unserviceable articles.</li> <li>b) To ensure proper maintenance of log-book and consumption of oil, diesel/petrol as per norms fixed for vehicles,</li> <li>c) To check further that material received are properly inspected and properly recorded in store-ledgers, whether quantity and quality was checked before its entry in store as per purchase order and in case of rejection of the material, procedure was followed,</li> <li>d) To check that debit/credit notes, etc. are prepared timely at the time of rejection and storage are properly recorded in the books of accounts,</li> </ul>
14.	To ensure proper maintenance of personal records, like attendance register, leave records, employees' personal files, employees' strength as per the norms/ requirement, preparation of proper remuneration sheet on the basis of attendance, to ensure whether the increments are being allowed properly.
15.	To ensure that the cases of unnecessary/ unproductive or excessive expenditure which may come to notice during the course of audit, if any, have been mentioned in the report.
16.	To give suggestions for improvement in overall functioning of the Organization and smoothening of operations which come to notice during the course of audit, if any, have been mentioned in the report.

## CHAPTER -3

### 3.1 INSTRUCTION TO BIDDER (ITB)

#### 1) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bid, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by the 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 Bid, extend such time limit in order to allow the bidder sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bid.
- d) The 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 Bid, 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.

#### 2) Period of Validity of Bid

- a) Bid submitted by the bidder 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 Bid, the procuring entity, in exceptional circumstances, may request the bidder to extend the bid validity period for an additional specified period of time. The bidder may refuse the request and such refusal shall be treated as withdrawal of Bid.

#### 3) Format and Signing of Bid

- a) The Bidder must submit their bid at office of RISL before the last submission date and time.
- b) All the documents submitted should be sealed and signed by the authorized signatory.
- c) The Single Stage one part techno-financial bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
<b>Cover Letter</b>		
1.	Covering Letter	On bidder's letter head duly signed by authorized signatory
<b>Eligibility Documents</b>		
2.	Bidder's Authorisation Certificate	As per Annexure-1
<b>Documents</b>		
3.	Self Declaration	As per Annexure-2
4.	Financial Bid	As per format available in Annexure-3

- a) 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.

#### 4) 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.

#### 5) Bid Security (EMD):

Not required.

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

- a) Bid shall be received up to the time and date specified in the bidding document.
- b) Normally, the date of submission and opening of Bid would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions or otherwise and the time with the bidder for preparation of Bid appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given and shall also be placed on the State Public Procurement Portal, If, in the office of the Bid receiving and opening authority, the last date of submission or opening of Bid is a non-working day, the Bid shall be received or opened on the next working day.

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

- a) If permitted, the Bidder may withdraw its Bid or re-submit its Bid (as per the instructions/ procedure mentioned at RISL procurement manual available at RISL website.
- b) Bid withdrawn shall not be opened and processes further.

**8) Opening of Bid**

- a) The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB/ bidding document in the presence of the bidder or his 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 conduct a preliminary scrutiny of the opened Bid to assess the prima-facie responsiveness and ensure that the: -
  - a. bid is valid for the period, specified in the bidding document;
  - b. bid is unconditional and the bidder has agreed to give the required performance security (if required); and
  - c. Other conditions, as specified in the bidding document are fulfilled.
  - d. Any other information which the committee may consider appropriate.

### **9) Clarification of Bid**

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

### **10) Evaluation & Tabulation of Techno-Financial Bid**

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

- a) The Techno-Financial Bid of the bidder will be opened as per the time specified in the NIB.
- b) Conditional Bid are liable to be rejected;
- c) 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;
- d) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

### **11) Correction of Arithmetic Errors in Financial Bid**

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

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

## **12) Negotiations**

- a) Negotiations may be undertaken 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 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 the bidder, the committee may decide to reject and re-invite Bid.
- f) In case the rates even after the negotiations are considered very high, fresh Bid shall be invited.

## **13) Exclusion of Bid/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
  - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

- b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - c. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - d. 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;
- 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.

#### **14) Acceptance of the successful Bid and award of contract**

- a) Decision on Bid shall be taken within original validity period of Bid and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- b) Before award of the contract, the procuring entity shall ensure that the price of Bid is reasonable and consistent with the required quality.
- c) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- d) The procuring entity shall award the contract to the bidder if the bidder has been determined to be qualified to perform the contract satisfactorily for the subject matter of procurement.
- e) 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.

#### **15) Procuring entity's right to accept or reject Bid**

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

#### **16) Right to vary quantity**

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- c) Repeat orders for 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 under: -
  - a. 50% of the quantity of the individual items and 20% of the value of original contract in case of works; and
  - b. 25% of the value of goods or services of the original contract.

#### **17) Performance Security Deposit (PSD):**

Not required

#### **18) Execution of agreement**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 7 days from the date of the work order or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security (if require to be submitted) 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.

- 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**.

### **19) Confidentiality**

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of bidder;
  - d. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidder related to the procurement process in such manner as to avoid their disclosure to competing bidder or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidder, 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.

### **20) Cancellation of procurement process**

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
  - a. at any time prior to the acceptance of the successful Bid; or
  - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bid or proposals after taking a decision to cancel the procurement and shall return such unopened bid or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful, fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If the 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.

## 21) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if the 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 there under, 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 the bidder as successful in terms of "Award of Contract", the appeal may be filed only by the 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 the bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :  
First Appellate Authority: Principal Secretary or as determined by GoR  
Second Appellate Authority: Finance Department, GoR
- f) Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per Annexure-5 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.

## **22) 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.

## **23) 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.

#### **24) 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.

## 25) Debarment from Bidding

- a) The 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) The 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 the 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 performance security or any substitute thereof, as the case may be, of the 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 the bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

## 26) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire

quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

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

## CHAPTER -4

### 4.1 GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

#### Definitions

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods/ 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) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods/ Services as specified in the bidding document.
- i) "Services" means 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.
- j) "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.

k) "The Site," where applicable, means the office of the company.

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

### **1) Contract Documents**

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

### **2) Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### **3) Language**

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

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

- a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.

- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

#### **5) Notices**

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

#### **6) Governing Law**

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

**Supplier’s/ Selected Bidder’s Responsibilities**

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

#### **7) 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.

#### **8) Contract Price**

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

## 9) Taxes & Duties

- a) The income tax, Goods and service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.
- b) Revision in VAT and Goods and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.

## 10) Copyright

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

## 11) Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

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

## **12) Sub-contracting**

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

## **13) Standards**

- i. All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

- ii. The services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official.

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

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

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

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

successful installation and completion of work
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- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10%.
- iii. \*The percentage refers to the payment due for the associated milestone.

### 15) Penalty

In addition to above mentioned Liquidity Damages, levy of any penalty/interest by concerned tax department, on RISL, due to default made by service provider in filing of return on or before the due date/Submit of Tax calculation sheet, two working days before the due date, shall be recovered from said service provider, subject to maximum of 20 % of value of work order.

### 16) Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- i. Use of any third part tools or software for inspecting or auditing the laptops.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.



- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

### **17) Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

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

replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

### **18) Change in Laws & Regulations**

Unless otherwise specified in the Contract, if after the date of the Invitation for Bid, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable.

### **19) Force Majeure**

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

- e) In case a Force Majeure situation occurs with the RISL, the RISL may take the case with the supplier/ selected bidder on similar lines.

## **20) Change Orders and Contract Amendments**

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

## **20) Termination**

### **a) Termination for Default**

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

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

**b) Termination for Insolvency**

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

**c) Termination for Convenience**

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - a. To have any portion completed and delivered at the Contract terms and prices; and/or
  - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

## 21) Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)
  - Chairman of BoD of RISL : Chairman
  - Secretary, DoIT&C or his nominee,

- (not below the rank of Deputy Secretary) : Member
- Managing Director, RISL : Member
  - Director (Technical)/ Executive Director, RISL : Member
  - Director (Finance), RISL : Member
  - A Legal Expert to be nominated by the Chairman : Member
- c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

## CHAPTER -5

### 1.1 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

The following shall be the special terms and conditions:-

- a. The work(s) shall be taken up whenever it becomes due in accordance to the prevailing law.
- b. Original documents and reports shall be provided (where applicable) immediately after completion of each work.
- c. If any discrepancy occurs, it shall be rectified at your level without any additional charges.

#### 1) Payment Terms and Schedule

- a) payment schedule:-

S. No.	Particulars	Amount to be released
1	On receipt of report for the Quarter 1	25 percent
2	On receipt of report for the Quarter 2	25 percent
3	On receipt of report for the Quarter 3	25 percent
4	On receipt of report for the Quarter 4	25 percent

- b) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) The payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the CA Firm and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the CA Firm.
- f) In case of dispute, the disputed amount shall be withheld and the balance payment may be paid and the disputed amount will be paid only after the settlement of dispute.
- g) The Payments to the CA Firm will be made on the basis services provided and on satisfactory work verification by Director (Finance).
- h) All payments to CA Firm will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty for late payments and other taxes if any as per Government of India rules.

- i) The Consultant will submit Pre-receipted bills in duplicate.

**ANNEXURE-1: 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 requisite 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-2: SELF-DECLARATION {to be filled by the bidder}**

To,  
{Procuring entity},

\_\_\_\_\_,  
In response to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for  
Professional & Consultancy Services, as an Owner/ Partner/ Director/ Auth. Sign. of  
\_\_\_\_\_, I/ We hereby declare that presently our Company/ firm  
\_\_\_\_\_, at the time of bidding,: -

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

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security (if submitted) 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-3: FINANCIAL BID COVER LETTER & FORMAT****COVER LETTER {to be submitted by the bidder on his Letter head}**

To,  
{Procuring Entity},

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

Dear Sir,

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

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

I / We undertake, if our bid is accepted, to provide the consultancy & professional services in accordance with the schedule specified in the schedule of Requirements.

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:

**ANNEXURE-4: Financial Bid Format**

<b>S. No.</b>	<b>Item Description</b>	<b>Total Amount in figures (INR) inclusive of all taxes but excluding Goods and Service Taxes</b>	<b>Total Amount in words (INR) inclusive of all taxes but excluding Goods and Service Taxes</b>
1.	Professional Services for Internal Audit of this company for the Financial Year 2023-24 as per scope of work referred at clause 2.1		

- a. Goods and Service Tax will be paid as per actual by RISL on prevailing rates.
- b. Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- c. All the prices (even for taxes) are to be entered in Indian Rupees only (% values are not allowed).
- d. RISL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

**ANNEXURE-5: DRAFT AGREEMENT FORMAT** {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between **RaiCOMP info Services Ltd. (RISL)**, having its registered office at C-Block, 1st Floor, Yojana Bhawan Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser) 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

\_\_\_\_\_ (*enter your firm’s name & address*), a firm registered under the Partnership Act, 1932 with its registered office at \_\_\_\_\_ (herein after referred as the “Successful Bidder”) 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,

RISL intends to Hiring of Professional Services from M/s Sharma Agrawal & Co., 2<sup>nd</sup> Floor, Anjali Chambers, Raj Bhawan Road, Civil Lines, Jaipur Rajasthan 302006 for Internal Audit Services of the company for the financial year 2023-24, involving the complete scope of work described in the RFQ document having NIB No- .....Dated.....

And whereas

Successful Bidder 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 Professional & Consultancy Services against RFQ document issued in this regard having NIB No- .....Dated..... in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

The purchaser has accepted the bid of the Successful Bidder and has placed the Work Order to the Successful Bidder vide RISL Letter No. \_\_\_\_\_ dated: \_\_\_\_\_, on which the Successful Bidder has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

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

1. The NIB Ref. No .....and RFQ i.e. Final RFQ document 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 the RISL to the Successful Bidder at the rates set forth in the Work Order No. \_\_\_\_\_ dated \_\_\_\_\_, the Successful Bidder will duly provide the related services in the manner set forth in the RFQ, along with its enclosures/ annexures along with subsequent clarifications submitted by the Successful Bidder.
3. The purchaser do hereby agrees that if the Successful Bidder shall duly provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFQ and Contract, the purchaser will pay or cause to be paid to the Successful Bidder, at the time and the manner set forth in the said conditions of the RFQ, the amount payable for each and every milestone & deliverable. The mode of Payment will be as specified in the RFQ document.
4. The timelines for the prescribed Scope of Work shall be effective from the date of Work Order and completed by the Successful Bidder within the period as specified in the RFQ 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 supply or complete:

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

Note:

- i. Fraction of a day in reckoning period of delay in services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10%.
  - iii. \*The percentage refers to the payment due for the associated milestone.
  - iv. If the Successful Bidder requires an extension of time in completion of contractual 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 supply/ services.
  - v. Delivery/ completion period may be extended with or without liquidated damages if the delay in the services in on account of hindrances beyond the control of the Successful Bidder.
6. In addition to above mentioned Liquidity Damages, levy of any penalty/interest by concerned tax department, on RISL, due to default made by service provider in filing of return on or before the due date/Submit of Tax calculation sheet, two working days before the due date, shall be recovered from said service provider, subject to maximum of value of work order.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFQ document.

In witness whereof the parties hereto have set their hands on the \_\_\_\_\_ day of \_\_\_\_\_ (Year).

Signature of the  
Successful Bidder

Signature for and on  
behalf of procuring entity

Name:  
Designation:  
Date:

Name:  
Designation:  
Date:

*In the presence of:*  
Witness No.1  
Witness No.2

*In the presence of:*  
Witness No.1  
Witness No.2

**ANNEXURE-6: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

1. Particulars of appellant:
  - a. Name of the appellant: <please specify>
  - b. Official address, if any: <please specify>
  - c. Residential address: <please specify>
2. Name and address of the respondent(s):
  - a. <please specify>
  - b. <please specify>
  - c. <please specify>
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>
5. Number of affidavits and documents enclosed with the appeal: <please specify>
6. Grounds of appeal (supported by an affidavit): <please specify>
7. Prayer: <please specify>

Place .....

Date .....

Appellant's Signature