

RFP

for

Procurement / ATS of HCL
AppScan and other Vulnerability
Assessment tools with ATS for 3
Years





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ABBREVIATION & DEFINITION

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder/Authorized Partner	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. CMD, 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
Day	A calendar day as per GoR/ GoI.
DOIT&C	Department of Information Technology and Communications, Government of Rajasthan.
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods,

Goods	whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
ICT	Information and Communication Technology.
IFB	Invitation for Bid (A document published by the procuring entity inviting Bid relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
IT	Information Technology
ITB	Instruction to Bidders
IR	Incident Response
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed

	accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL, GoR in this RFP document.
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre P1, Yojna Bhawan, Jaipur Rajasthan State Data Centre P2, Secretariat, Jaipur Rajasthan State Data Centre P3, Yojna Bhawan, Jaipur Rajasthan State Data Centre P4, JhalanaDoongri, Jaipur Rajasthan State Data Centre DR Site, Jodhpur
GST	Goods and Services Tax
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a 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)
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
SOC	Security Operations Center
TIN	Tax Identification Number
TPA	Third Party Auditors
VAT/ CenVAT	Value Added Tax/ Central VAT
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BID (IFB) & NOTICE INVITING BID

(NIB) Unique Bid No.: RIS2526SLOB00043

NIT No. F4.9(1195)/RISL/TECH/MISC/2025/4260

Date: 17-OCT-2025

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Managing Director, RISL Address: Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur- 302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Ruchi Rani Goyal Designation: Additional Director, DoIT&C Address: Second Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: rrgoyal.doit@rajasthan.gov.in
Subject Matter of Procurement	Procurement / ATS of HCL AppScan and other Vulnerability Assessment tools with Services for 3 Years
Bid Procedure	Single-stage: two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Technically responsive bidder shall be selected on LCBS (L1)
Websites for downloading Bidding Document, Corrigendum, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in and http://doitc.rajasthan.gov.in Bidding document fee: Rs. 2000/- (Rupees Two Thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". RISL Processing Fee: Rs. 2000/- (Rupees Two Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	1.4 Crore
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): 2% of the estimated procurement cost, 0.50% for S.S.I. unit of Rajasthan, 1.0% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction OR As per government Prevailing rules and regulations. Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee, in specified format, of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"
Period of Sale of Bidding Document(Start/End/Date)	<ul style="list-style-type: none"> From 17.10.2025 at 6:00 PM To 08.12.2025 at 4:00 PM
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date: 27.10.2025, at 4:00 PM

	<ul style="list-style-type: none"> ● Place: Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) ● Pre-requisite: Submission of tender fees as mentioned ● Pre-Bid query submission upto Date: 30.10.2025 8:00 PM
Submission of Final RFP	Manner: Online at eProc website (http://eproc.rajasthan.gov.in) Start Date: 28.12.2025, 04:00 PM
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> ● Manner: Online at eProc website (http://eproc.rajasthan.gov.in) ● Start Date: 28.11.2025, 06:00 PM ● End Date: 08.12.2025 04:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> ● Start Date: 28.11.2025, 06:00 PM ● End Date: 08.12.2025, 04:00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> ● Date: 08.12.2025, Time: 5:30 PM ● Place: 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

Note:

1. The RISL processing fees may be deposited through a single challan on e-GRAS as per F.D. circular no. F.6(5)Finance/GF&AR/2018 dated 27-04-2020 or in the form of Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur along with Bid Document Fee from the bidders
2. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of the same should also be uploaded along with the technical Bid/ cover.
3. In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, RISL Processing Fee and Bid Security up to date/time mentioned in NIT, its Bid shall not be accepted. The instruments for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." Payable at "Jaipur" from any Scheduled Commercial Bank.
4. To participate in the 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).
5. 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 sites due to heavy load or any other unforeseen problems.
6. Bidders are also advised to refer to "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 on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)

e-mail: eproc@rajasthan.gov.in

Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a LoI has been issued or a formal contract is signed and executed between the procuring entity and the successful bidder.
9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPP Act 2012 and Rules, 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.
11. The sale of bidding documents shall commence from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders

shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

12. Bidding documents purchased by the 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. PROJECT PROFILE & BACKGROUND INFORMATION

2.1 Introduction and Background

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 designated State Designated Agency (SDA) for implementation of NeGP Components i.e., State Data Centre (SDC), Statewide Area Network (SWAN), State Service Delivery and other State's Mission Mode Projects (MMPs). RISL is also Technology Partner with departments like Agriculture, Election Department, State Election Department, JCTSL, Education Department, RHSDP etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users).

The Government of Rajasthan aims to utilize the benefits of Information Technology to bring about radical changes in the way various processes are carried out presently to improve the Accountability, Transparency & Effectiveness in Government administration. The ultimate objective is to arm the Government with IT enabled systems to assist them in carrying out their day-to-day functions to help deliver G2G, G2B and G2E services.

RajComp Info Services Ltd. is State level implementing agency for various flagship IT Projects of the State.

RISL currently has a perpetual license of the HCL AppScan tool for conducting security audits of IT applications. Through this tender, RISL invites proposals from eligible bidders for the following work:

1. Provision of Technical Support, Subscription, and Maintenance Services for the existing HCL AppScan standard FLT USR and Source for Analysis floating user licenses, ensuring continued access to updates, patches, and technical assistance.
2. Supply, Installation, Configuration, and Maintenance of the following Security Audit tools:
 - a. Mobile & Web App Security Audit Tools.
 - b. Android Emulators & Virtual Device Platforms.

The selected bidder shall ensure comprehensive support services, timely updates, and operational readiness of all the mentioned tools in line with terms and conditions mentioned in the tender document.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

Sr. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder should be an OEM or its authorized partner</p> <p>AND</p> <p>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)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956 or Companies Act, 2013</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p>	Copy of valid Registration Certificates OR Copy of Certificates of incorporation.
2.	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ITeS for three financial years, i.e., 2021-22, 2022-23 & 2023-24 should be at least Rs.10 Crores.	CA Certificate with CA's Registration Number/ Seal bearing UDIN
3.	Financial: Net Worth	Net Worth: The net worth of the bidder, as on 31/03/2024, should be Positive	CA Certificate with CA's Registration Number/ Seal bearing UDIN
4.	Technical Capability	The bidder must have prior experience in successfully implementing HCL AppScan ATS / deploying other Vulnerability Assessment/Security Assessment tools in at least one Government, PSU, or BFSI organization or any Enterprise in India within the last three (3) years from the bid submission date. The scope of work should have included supply of license, installation, integration, and maintenance/support, with an order value of not less than Rs. 1.00 crores. OR Two orders of 0.50 Crores each.	Undertaking from the bidder mentioning the details of the Solution implemented at the client location. and Copy of WO/ PO and Proof of completion / Realization of order value.

5.	Tax registration	The bidder should have a registered number of i. GSTIN ii. Income Tax / Pan number.	Copies of relevant certificates of registration
6.	Mandatory Undertaking	As per Annexure-5: Self-Declaration As per Annexure -15: No Deviation Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer; not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) Not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document.	A Self Certified letter : Annex-5 A Self Certified SI and OEM letter:Annex-15 A Self Certified letter
7.	Manufacture Authorization Form (MAF)	MAF is required at the time of Bid Submission.	OEM certified MAF as per Annexure-6
8.	Certifications	The bidder must possess at the time of bidding, following valid certifications by International Accreditation Forum (IAF): - i. ISO 9001:2015 or latest ii. ISO 27001:2013 or latest iii. ISO 20000	Copies of valid relevant certificates

*

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

- The procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB”; and
- 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 a 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.

Note:

- 1) Any bidder participating in the procurement process shall -
 - a. Possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents, pre-qualification documents or bidder registration documents, as the case may be.
 - b. 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.
 - c. 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;
 - d. A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 and the bidding documents. The procuring entity shall take appropriate actions against the bidder in accordance with section 11 and Chapter IV of the Act, if it determines that a conflict of interest has flawed the integrity of any procurement process.
 - e. The bidder has to be a company/proprietor/LLP or partnership firm/ Society/Corporation/ Board etc. registered for this purpose under any Law/Act of Govt. of India/ Govt. of State. Supporting documentary evidence (Certificate of incorporation/ Registration, etc.) needs to be enclosed.
 - f. A bidder debarred under section 46 shall not be eligible to participate in any procurement process undertaken by,- (a) any procuring entity, if debarred by the State Government; and (b) a procuring entity if debarred by such procuring entity.
 - g. In case of procurement of goods, bidder must be a manufacturer, distributor or bona-fide dealer/ authorized reseller in the goods and it shall furnish necessary proof for the same
 - Where applicable, proof of authorisation by the manufacturer or country distributor in India, shall be enclosed.
 - h. Any other eligibility criteria like Experience, Turnover, Profitability, Network etc. may be incorporated taking in view the requirement of project or procurement subject.
 - i. A bidder may be a natural person, private entity, government owned entity or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture: -
 - (i) all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and
 - (ii) a Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.
 - j. Bidders are advised that RISL reserves the right to request additional evidence or information from any bidder at any stage of the evaluation process, including during or after the bidding period. This may include, but is not limited to, requests for documentation to verify qualifications, experience, or

other criteria specified in the bid documents; clarifications on proposed solutions, methodologies, technologies, or specifications; and supporting documentation to substantiate any claims made by the bidder.

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

RISL invites proposals for supply, installation, configuration, support, maintenance, and 24x7 OEM premium technical support of items as detailed in Annexure-1 (Bill of Material). The scope also includes delivery, deployment, updates, patches, upgrades, training, technical specifications compliance, and resource support for effective usage of the Security Audit Tool (HCL AppScan).

The selected bidder (hereinafter referred to as the **System Integrator – SI**) shall be responsible for the following:

4.1 Annual Technical Support (ATS) – HCL AppScan for 3 Years

- Provide maintenance of the licensed software, including upgrades, updates, and patches for the items and duration specified in Annexure-1 (Bill of Material).
- Ensure 24x7 OEM premium technical support, subscription, and maintenance services for the items during the contract period.
- Coordinate with OEM for deployment of updates, patches, and upgrades as and when released.

4.2 Procurement, Supply & Installation of Security Audit Tools and ATS for 3 Years

The bidder shall supply tools meeting the following minimum technical requirements of Security Audit Tools (Annexure-2 Reference):

4.2.1 Web Application Scanning Tools (e.g. BurpSuite)

- **Intercepting Proxy** for HTTP/S request inspection & modification.
- **Request/Response Editor** for manual crafting and replay of requests.
- **Session Management Controls** for cookies, tokens, session fixation, hijacking, and randomness analysis.
- **Automated Vulnerability Scanner** for OWASP Top-10 and advanced vulnerabilities (SQLi, XSS, CSRF, XXE, SSRF, etc.).
- **Fuzzer** for automated parameter fuzzing and brute-force.
- **Payload & Encoding Tools** (Base64, URL, Hex, etc.) with payload libraries.
- **Response Comparison** utilities.
- **Spidering/Site Mapping** for crawling endpoints and structure.
- **Extensibility** via Java, Python, Ruby extensions, etc.
- **Target Site Map** with hierarchical vulnerabilities view.
- **Project Files & Workspaces** for saving/sharing sessions.

4.2.2 Android Emulators & Virtual Device Platforms (e.g. GenyMotion)

- **Fast Boot & Snapshots** for quick state restore.
- **High-Performance Graphics Rendering** (GPU virtualization, OpenGL, Vulkan, etc).
- **Multi-Core CPU & RAM Support** with efficient resource allocation.
- **Wide Range of Versions & Devices** (phones, tablets, wearables, etc).

- **Network Simulation** (latency, packet loss, 3G/4G/5G, etc).
- **Sensor Emulation** (GPS, accelerometer, gyroscope, proximity, battery, etc).
- **APK Installation** via drag-and-drop, CLI/GUI.
- **System Image Access** (rooted/unrooted, debugging options).
- **Integration with Dev Tools** (Android Studio, ADB, logcat, etc).
- **Multi-Instance Execution** for parallel testing.
- **Keyboard/Input Support** with gesture and hardware simulation.
- **GPU Debugging & Profiling.**
- **User-Friendly Interface** for management and logs.
- **Camera & Microphone Emulation.**
- **Custom Network/Proxy Settings** (VPN, DNS/IP control, etc).
- **Snapshots & Restore** of test states.
- **Cross-Platform Support** (Windows).

4.2.3 Delivery of Items

- Delivery phase shall be made in accordance with the work order.
- Arrange delivery of all items mentioned in Annexure-1 (Bill of Material)
- Submit delivery challans for all supplied items within the timelines specified under Project Activity, Deliverables & Timelines.
- Ensure compliance with technical specifications provided in Annexure-2.

4.2.4 Planning & Project Initiation

- Conduct a **kick-off meeting** with RISL to initiate the project, align objectives, clarify deliverables, finalize timelines, and establish a **Single Point of Contact (SPOC)**.

4.2.5 Supply & Installation

- Supply items as per Annexure-1 (Bill of Material).
- Carry out installation and integration at RSDC through an OEM-certified engineer.
- Obtain successful installation and acceptance reports from the designated officer.

4.2.6 Technical Support

- Coordinate with the OEM for support, service requests, and training activities during the project period.
- Ensure timely deployment of latest updates, patches, and upgrades from the OEM.

4.2.7 Training

- In coordination with the OEM's technical expert, provide **on-site training** to personnel nominated by RISL/tendering authority.
- Training shall be:

- Conducted after **successful installation of application**.
- For a duration of **3 working days (Monday–Friday), 8 hours daily**.
- Covering at least **15 technical personnel**.
- Inclusive of topics such as **custom dashboards, administration, and troubleshooting**.
- On-site logistics shall be arranged by RISL/tendering authority.

4.3 Resource Requirement for 1 Year

The SI shall deploy **one onsite technical resource** at RSDC–Jaipur for **one year** from the date of successful installation.

4.3.1 Minimum Qualification of Resource

- **Education:** BE/B.Tech/MCA/BCA in Computer Science.
- **Certification:** CEH or CISSP.
- **Experience:** Minimum 3 years, with:
 - Hands-on expertise with **HCL AppScan Source, Enterprise, or Cloud**.
 - Proficiency in **SAST/DAST tools** and methodologies.
 - Experience with **BurpSuite, OWASP ZAP, Nessus**.
 - Secure code review in **Java, .NET, PHP, Python, JavaScript**.
 - CI/CD integration of AppScan (Jenkins, Azure DevOps etc.).
 - Knowledge of Mobile Security Testing through Emulators (Knox, Genymotion etc.)
 - Knowledge of **application security audits** and remediation practices.

4.3.2 Responsibilities of Resource

- Perform day-to-day application security assessments, source code reviews, and tool usage.
- Coordinate with OEM for support, service requests, and training.
- Deploy updates, patches, and upgrades as released by OEM.

4.4 Project Deliverables, Milestones and Time Schedules

Refer chapter 7 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT clause 1 Payment Terms and Schedule.

5. INSTRUCTION TO BIDDERS (ITB)

1. Sale of Bidding/ Tender Documents

- a) Download of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped as per the date & time mentioned in NIB. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidder shall be permitted to download the bidding document from the websites.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in by bank demand draft or banker's cheque.
- c) Bidding documents purchased by the 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) Pre-requisite: Submission of tender fees as mentioned in NIB.
- b) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- c) A pre-bid conference can also be scheduled by the procuring entity 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.
- d) The period within which the bidders may seek clarifications 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
- e) 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 may be rejected by the procuring entity as non- 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 Bid online at e-Procurement portal i.e. <http://eproc.rajabasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
- Technical Bid, including fee details, eligibility & technical documents
 - Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission(PDF)
3.	Bid Security	Instrument/ Proof of submission(PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signators can sign the Bid / contract on behalf of the firm.	As per Annexure-4 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)

Technical Documents		
6.	Certificate of Conformity/ No Deviation	As per Annexure-15(PDF)
7.	Declaration by Bidders	As per Annexure-5 (PDF)
8.	Manufacturer's Authorisation Form (MAF) for BoM	As per Annexure-6 (Indicative Format) (PDF)
9.	Bidder Details	As per Annexure-3 (PDF)

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-5 (PDF)
2.	Financial Bid	As per BoQ (.XLS) format available on e-Procurement portal

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

6. Cost & language of bidding

- 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.
- 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

The bid security shall be applicable as per Government of Rajasthan Rules & regulations. Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- 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. (Annexure-10)

- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the 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 or bank guarantee, in specified format, of a scheduled bank. 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 the 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 bank guarantee presented as bid security shall be confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) 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 supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified.
 - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) 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.
- m) 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 for procurement 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) Bid shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding documents 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 the initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

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 processed 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 technical Bid/ cover shall be opened & downloaded from the e- Procurement website (only for the bidder 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:-
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12. Selection Method

- a) The selection method LCBS (L1) of financial quotation received from successfully technically qualified bidders.

13. Clarification of Bids

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

14. Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of the 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 the bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a) The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b) The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, 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

- a. Bids shall be evaluated based on the documents submitted as part of the technical bid. Technical bid shall contain all the documents as asked in the clause "Format and signing of Bids".

- b. The Bid Evaluation Committee will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the RFP documents.
- c. Bid shall be evaluated based on the compliance of the documents submitted in the technical bid and followed by results of technical presentation by the OEM.

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 the 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.
- b) 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.
- c) 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.

15. 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 online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Procurement website.
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- 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 the 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 goods, works or service required to be procured.

16. Correction of Arithmetic Errors in Financial Bids

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

- 1) 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;
- 2) 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
- 3) 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 (1) and (2) above.

17. 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.

18. Negotiations

- A. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre- bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- B. Negotiations may, however, be undertaken with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates. Where quantities are required to be divided between two bidders, all the responsive and eligible bidder(s) shall be asked to match the best value (L1) bid as specified in clause 16 titled "Dividing quantities among more than one bidder at the time of award".
- C. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- D. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to the holding of negotiations.
- E. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have the option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- F. In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re- invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- G. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

19. Exclusion of Bids/ Disqualification

- A. A procuring entity shall exclude/ disqualify a Bid, if: -
 - i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - v. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - vi. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- B. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- C. Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be:
 -
 - i. communicated to the concerned bidder in writing;
 - ii. published on the State Public Procurement Portal, if applicable.

20. 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 a situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
 - 1. the Bid is technically qualified;
 - 2. the price quoted by the bidder is assessed to be reasonable;
 - 3. the Bid is unconditional and complete in all respects;
 - 4. there are no obvious indicators of cartelization amongst bidders; and
 - 5. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- B. The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- C. In case of dissent by any member of the bid evaluation committee, the next higher authority in 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.

21. 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 a formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. 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

22. 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.

23. 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.

24. Right to vary quantity

- A. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.
- B. Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.
- C. Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :-
 - (a) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - (b) 50% of the value of goods or services of the original contract.

25. Risk and Cost

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

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

- (v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.
- c) The amount of performance security shall be five percent, OR as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- d) The Additional Performance Security shall be submitted by the successful bidder in case of unbalanced bid (bid below more than fifteen percent of Estimated Bid Value). The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through Demand Draft, Banker's Cheque or Bank Guarantee.
- e) The Additional Performance Security shall be refunded to the SI after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within the stipulated period by the SI.
- f) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Postmaster
 - c. Bank guarantees of a scheduled bank. It shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- g) Performance security furnished in the form specified in clause [b.] to [d.] of (e) 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.
- h) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
 - e. When any terms and condition of the contract is breached.
 - f. When the bidder fails to make complete supply as per the scope of tender document.

- g. 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 PSD deposited is forfeited.
- j) No interest shall be payable on the PSD.
- k) Performance Security Deposit (PSD) / Additional PSD amount shall be released only after successful completion of the contract/project.

27. 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.
- D. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- E. No interest shall be payable on the PSD.
- F. Performance Security Deposit (PSD) / Additional PSD amount shall be released only after successful completion of the contract/project.

28. Execution of Agreement

- a) A procurement contract shall come into force from the date on which the agreement is signed.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such a 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.
[As per government Prevailing Rules and Regulations] and to be purchased from anywhere in Rajasthan only.

29. Confidentiality

- a. Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - i. impede enforcement of any law;
 - ii. affect the security or strategic interests of India;
 - iii. affect the intellectual property rights or legitimate commercial interests of bidders;

- iv. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b. The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not 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 conditions for protecting confidentiality of such information.

30. Cancellation of procurement process

- A. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- B. A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - i. at any time prior to the acceptance of the successful Bid; or
 - ii. after the successful Bid is accepted in accordance with (d) and (e) below.
- C. The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- D. The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- E. If the bidder 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: -
 - 1) 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;
 - 2) 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.

31. Code of Integrity for Bidders

- I. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- II. The code of integrity includes provisions for: -
 - A. Prohibiting
 - 1. 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;

2. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 3. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 4. 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;
 5. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 6. 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;
 7. any obstruction of any investigation or audit of a procurement process;
- B. disclosure of conflict of interest
- 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: -
1. exclusion of the bidder from the procurement process;
 2. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 3. forfeiture or encashment of any other security or bond relating to the procurement;
 4. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 5. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 6. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

32. 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 a fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

33. 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 section 27 of RTTP Act, 2012, 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 of it 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 of it within 30 days from the date of filing of the appeal.
- e) 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.

First Appellate Authority : Secretary/ Principal Secretary, IT&C, Govt. of Rajasthan

Second Appellate Authority : Secretary, Finance (Budget) Department, Govt. of Rajasthan.

- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-8 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:
 - 1. 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.
 - 2. 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:

The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by a copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

- a. 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.
- b. 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.
- c. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- d. 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.

34. 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.

35. 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.

36. Offences 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 offences: 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.

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

38. Monitoring of Contract

- a. An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by a 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 service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of service is to be obtained continuously or is batched. If the entire 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 purposes of the contract.
- f. The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of the procuring entity.

39. Procurement Governing Act & Rules

All the provisions and clauses of RTPP Act 2012 and Rules 2013 (as per amended time to time) thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail. The bidders are advised to adhere to the provisions as mentioned in RTPP Act 2012 and Rules 2013.

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 Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the service 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" means the entity purchasing the services, as specified in the bidding document.
- h) "Related Services" means the services incidental to the supply of the services, such as insurance, installation, training and providing warranty and other similar obligations of the successful/ selected bidder under the Contract.
- i) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assignments, to whom any part of the related services is subcontracted by the successful/ selected bidder.
- 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 designated project place(s) named in the bidding document. Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the 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. Joint Venture, Consortium or Association

No Joint Venture, consortium or Association shall be allowed during the project period.

5. 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.
- 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 as per the requirements of this bidding document.
- d. Bidder must quote products in accordance with above clause "Eligible goods and related services".

6. Notices

1. 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.
2. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.
3. 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.

7. Governing Law:

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

8. Scope of Supply

- A. Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- B. Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- C. The bidder shall not quote any supply and hardware/ software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9. Delivery & Installation

- a. Subject to the conditions of the contract, the completion of services shall be in accordance with the delivery and completion schedule as specified in the work order.
- b. The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c. The Supplier/ Selected Bidder shall arrange to supply, install and commission software/ system as per specifications within the specified delivery/ completion period at locations mentioned in the PO/ WO.

10. Supplier's/ Selected Bidder's Responsibilities:

The Supplier/ Selected Bidder shall supply all services included in the scope of supply in accordance with the provisions of work order and/ or contract for execution of work order.

11. Purchaser's Responsibilities

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

12. Contract Price

1. 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.
2. Prices charged by the Supplier/ Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

13. Recoveries from Supplier/ Selected Bidder

- A. Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- B. The Purchase Officer shall withhold an amount to the extent of short supply, broken/damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available under this contract with tendering authority.
- C. The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14. Taxes & Duties

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

15. Copyright:

- a. 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 Govt. of Rajasthan.

- b. The Selected Bidder shall share and handover documents, code, scripts etc. and Intellectual Property Rights (IPR) related to the platform developed for DoIT&C/RISL at the end of the contract. In case, if the selected bidder proposes to use its Pre-Existing IPR, then the IPR will remain with the selected bidder whereas only customized code along with its IP rights will remain with RISL.

16. Confidential Information:

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly 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.

17. Sub-Contracting

Not Allowed.

18. 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 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 work order 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 supply of related services within the specified period. (Refer Section 4.4 Project Deliverables, Milestones and Time Schedules)
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of 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 service within the stipulated delivery period or is unable to maintain prorate progress in the supply of 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 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 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 service in following circumstances may be considered without liquidated damages:
 - a. When delay occurred due to delay in supply of drawings, designs, plans etc. if RISL was required to supply them to the supplier or service provider as per terms of the contract.
 - b. When delay has occurred in supply of services 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, whatever beyond the contracted cost shall be paid for the delayed supply of service.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of 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 the right to cancel the contract with respect to undelivered service.
 - vi. If RISL is in need of service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the supplier/ selected bidder has failed to supply or complete:-

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

Note:-

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

Delivery period may be extended with or without liquidated damages if the delay in the supply of services is on account of hindrances beyond the control of the Selected Bidder.

19. Patent Indemnity

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

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

- 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 doing so.
- 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.

20. 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.

21. Force Majeure

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

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

22. Change in Laws & Regulations:

Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, 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.

23. 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: -
 - 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.

24. Termination

1. 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, the amount of EMD / PSD may be forfeited.
 - iii. Before cancelling a contract and taking further action, advice of the 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.
 - iv. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods, Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.
2. 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.
3. Termination for Convenience
- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
 - ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
 - iii. The Services that are complete and ready for delivery within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Services, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Services.

25. Exit Management

- a. Preamble
 - i. The word 'parties' include the procuring entity and the selected bidder.
 - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
 - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
 - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
 - v. The Exit Management will start six months before the date of expiry of the contract.

b. Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be additional six months period (without any additional cost to RISL for the period after contact expiry) from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by the selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
- iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which are to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
 - b. All titles of the assets are to be transferred to RISL or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of title ship of assets shall be borne by the selected bidder/authorised partner.
 - c. On the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall hand over or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
 - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by the selected bidder for RISL shall be the legal properties of RISL.

c. Cooperation and Provision of Information during the exit management period

- i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
- ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or

its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d. Confidential Information, Security and Data

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

- i. Documentation relating to Intellectual Property Rights
- ii. Project related data and confidential information (like passwords etc.)
- iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
- iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
- v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies/designated team all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e. Transfer of certain agreements

- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leaders, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
- ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f. General Obligations of the selected bidder

- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g. Exit Management Plan

- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
- iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The bidder shall update the deliverables as per the Exit Management Plan on half Yearly basis after signing of contract to ensure that it is kept relevant.
- vi. Each Exit Management Plan shall be presented on half Yearly basis by the selected bidder to and approved by RISL or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the selected bidder to support the new operator during the transition period.

26. Settlement of Disputes

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

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

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

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

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

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

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

27. Verification of Eligibility Documents by RISL:

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

28. Price Fall:

- a) The prices under contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in contracts and it provides that if the contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the contract price to anyone in the State at any time during the currency of the contract, the contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that contract and the contract shall be amended accordingly. The firms holding parallel contracts shall also be given an opportunity to reduce their price by notifying them the reduced price giving them fifteen (15) days' time to intimate their acceptance to the revised price.
- b) Similarly, if a parallel contract holding firm reduces its price during currency of the contract, its reduced price shall be conveyed to other parallel contract holding firms and the original contract holding firm for corresponding reduction in their prices. If any contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
- c) For bids invited for Fixed Quantity as one package the evaluation would be done for all the items of the package put together. The item(s) for which no rates has/have been quoted or left blank would be treated as zero i.e. the bidder will supply these item(s) free of cost and the total amount would be computed accordingly. There is no option with Bidder to submit a quote for partial quantity of any items. Procuring Entity will award a contract to the lowest priced responsive bidder for this whole package together. Discounts of any kind shall not be considered. For bids invited as item-wise, the bid evaluation would be done for each item separately. There is no option with Bidder to submit a quote for particle quantity for any items.
- d) If the Bidder does not want to Bid for a particular item, then it should be left blank or filled Zero. Procuring Entity will award the contract for each item separately to the lowest priced responsive bidder for that item. Discounts of any kind shall not be considered.
- e) Selection under the Contract does not ensure any work order to be given, and there shall not be any guarantee on minimum quantity of order to be given to any of the successful bidders.
- f) Bid prices should be FOR / FOB. Bid prices should be inclusive of all other taxes, levies, octroi, insurance etc. but excluding GST/CST.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

A. Payment Terms and Schedule

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

a. Items Quoted on Sr. No. 1 and Sr. No. 2 in BoQ

#	Milestone/ Phase	Deliverables	Timelines	Payable Amount
1	Supply of licenses, Installation, Configuration Support, and Providing updates, patches & upgrades for a period as specified in Bill of Material and Scope of Work	i. Entitlement Certificate of ATS	T0+7 Days	50% of the total work order value of BoQ Sr. No. 1 to 2
		ii. Satisfactory Report		
		i. Satisfactory Report	Yearly Basis	20% of the total work order value of BoQ Sr. No. 1 to 2 (After completion of 1st year) 20 % of the total work order value of BoQ Sr. No. 1 to 2 (After completion of 2nd Year) 10% of the total work order value of BoQ Sr. No. 1 to 2 (After Completion of Project)

b. Items Quoted on Sr. No. 3 and Sr. No. 4 in BoQ

#	Milestone/ Phase	Deliverables	Timelines	Payable Amount
1	Supply of licenses, Installation, Configuration Support, and Providing updates, patches & upgrades for a period as specified in Bill of Material (Annexure-1) and Scope of Work	i. Delivery and Installation of Vulnerability Assessment tools ii. OEM Support certificate iii. Training completion Report and iv. Quarterly Performance Satisfactory Report	i. T0+30 Days ii. T0+30 Days iii. T0+60 Days (1st Quarter)	76% of the total work order value of BoQ Sr. No. 3 to 4
	Maintenance and Providing updates, patches & upgrades for a period as specified in Bill of Material (Annexure-1) and Scope of Work	i. Performance Satisfactory Report	1st to 6th Half year	Half yearly payment 4% of the total work order value in BOQ (Sr. No. 1 to Sr. No. 4)

c. Items Quoted on Sr. No. 5 in BoQ

#	Milestone/ Phase	Deliverables	Timelines	Payable Amount
1	Deployment of Security Audit Expert Manpower	i. Deployment Certificate ii. HR Certificate towards eligibility of resource iii. Quarterly Performance Satisfactory Report and Attendance	T0+21 Days (1st Quarter)	Quarterly payment quoted amount in BOQ

		ii. Quarterly Performance Satisfactory Report and Attendance	2nd to 4th Quarter	Quarterly payment quoted amount in BOQ
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Where, T0 is the date of Work Order.

The OEM ATS and license support Service will commence from the date of satisfactory installation mentioned in Annexure 1: BoM.

- a) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b) Due payments shall be made promptly by the purchaser, generally within sixty (60) days or as early as possible after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- c) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the supplier/ selected bidder.
- e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- g) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- h) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.
- i) This is the selected bidders responsibility to deploy the requisite manpower as per the qualification and experience as defined in this bid document. Deployment of unqualified manpower i.e. any manpower who doesn't have the requisite qualification and experience as per this bid document for their respective profile, shall be treated as undeployed/absent manpower and penalties shall be applicable accordingly.

B. Penalty & SLA

- B. Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.
- C. The service level shall be tracked on a periodic basis for a period of 3 years from the date of installation and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
 - a. Items Quoted on Sr. No. 1 and Sr. No. 5 in BoQ

Sr. No.	Measurement Parameter	Service Level	Penalty
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1.	Delay in supply/ Deployment	7 Days from the timeline specified in ch. 7	5 % of Item Value
		After 7 Days from the timeline specified in ch. 7	10 % of Item Value

b. Items Quoted on Sr. No. 1 and Sr. No. 2 in BoQ

Sr. No.	Measurement Parameter	Service Level	Penalty
1.	Time taken for resolving support (Services not Impacted)	Within 24 hours of lodging the complaint	No penalty
		After 24 hours of lodging the complaint	Rs. 2500/- per day
2.	Time taken for resolving support (Services Impacted)	Within 6 hours of lodging the complaint	No penalty
		After 6 hours of lodging the complaint	Rs. 5000/- per 6 hour
		After 24 hours of lodging the complaint	Rs. 10000/- per 6 hour

c. Items Quoted on Sr. No. 3 and Sr. No.4 in BoQ

Sr. No.	Measurement Parameter	Service Level	Penalty
1	Installation & Commissioned	Within 15 days from Work Order	Rs. 1000/- Per Day
2	Training to Users	Within 21 days from Work Order	Rs. 500/- Per Day
3.	Time taken for resolving support (Services not Impacted)	Within 24 hours of lodging the complaint	No penalty
		After 24 hours of lodging the complaint	Rs. 500/- per day
4.	Time taken for resolving support (Services Impacted)	Within 6 hours of lodging the complaint	No penalty
		After 6 hours of lodging the complaint	Rs. 500/- per 12 hour
		After 24 hours of lodging the complaint	Rs. 1000/- per 12 hour

d. Items Quoted on Sr. No. 5 in BoQ

Sr. No.	Measurement Parameter	Service Level	Penalty
1	Non-Availabety of Resource	2 Leaves permitted per month	Rs. 1000/- Per Day
2	Replacement of Resource	1 Replacement in 6 month	Rs. 50,000/- Per breach

*Maximum Penalty shall not be more than 20% of the order value.

The bidder has to provide Escalation Matrix with the Name, Contact Number and E-mail id with responsibilities. A successful bidder needs to share a revised list of Contacts in case of any changes to avoid SLAs. Further, if any GUI interface of OEM support portal & Chat support should be available, credentials of such portals are required to be provided to the purchaser for support/call/chat lodging purposes

ANNEXURE-1: BILL OF MATERIAL (BoM)

Sr. No.	Product	Warranty / Support years	Qty	MAF Required
1	ATS of existing HCL AppScan Standard FLT USR (Deployed On- Premise)	3	3	Y
2	ATS of existing HCL AppScan Source For Analysis (Deployed On- Premise)	3	1	Y
3	Mobile & Web App Security Audit Tools. Professional Edition (On - Premise deployment)	3	5	N
4	Android Emulators & Virtual Device Platforms Business Edition (On- Premise deployment)	3	2	N
5	Security Audit Expert Manpower	1	1	N

Note:-

- A. Detailed specifications for items mentioned in BoM are available in Annexure-2 of this RFP.
- B. Items are to be supplied with OEM Support certificate including upgrades, updates & patches during the support period from date of supply.
- C. Software warranty support for 3 years from date of Installation and Manpower deployment is for 1 year as per deployment schedule mentioned in Milestone section.
- D. The deployed technical resource should be on the bidder's payroll. HR undertaking with employee ID is required.
- E. The deployed resources would work as per the Govt. of Rajasthan calendar and 9.30AM to 6.00PM, except in case of emergencies, during which the resource may be required to work on holidays as well.

ANNEXURE-2: TECHNICAL SPECIFICATION

Item-1: Technical Specification of Security Audit tools (Product should be professional version or above, genuine, and compliant with industry standards)

A. Web application Scanning tools

Intercepting Proxy

- Acts as a man-in-the-middle between your browser and the target application.
- Allows capturing, inspecting, and modifying HTTP/S requests and responses between the tester's browser and the target application

Request/Response Editor

- Manual crafting and tweaking of HTTP requests,
- Resend modified requests to test inputs, headers, parameters, cookies, etc.
- Simple interface for modifying and replaying individual HTTP requests.
- Helps testers manually probe specific areas of the application.

Session Management Controls

- Tools to manage authentication cookies, tokens, session IDs and Automate handling of session tokens or login workflows.
- Ability to test session fixation, hijacking, and expiration behaviours.
- Analyses the randomness and predictability of session tokens and other data items.
- Helps assess the quality of session management.
- Useful for maintaining authenticated states during testing.

Scanner

- Automated vulnerability scanner that identifies common web vulnerabilities (SQLi, XSS, CSRF, etc.).
- Supports both passive and active scanning techniques.
- Generates detailed reports with remediation advice.
- Detects OWASP vulnerabilities like Clickjacking, CSRF, Blind SQL Injection, XXE, and SSRF.
- Monitors external service interactions initiated by the target application.

Fuzzer

- Customizable automated attack tool to perform fuzzing, brute-forcing, parameter manipulation, and Supports multiple attack types.

Payload & Encoding Tools

- Utilities for encoding/decoding (Base64, URL encoding, Hex, etc.).
- Payload libraries for injection and attack testing.

Response Comparison

- Helps compare two sets of data (requests/responses) side by side to spot differences.
- Useful in analysing changes in application behaviour.

Spidering / Site Mapping

- Assist in manual exploration by listing discovered pages, endpoints, and parameters.
- Helps track tested and untested areas
- Automatically crawls the web application to discover content and functionality.
- Maps out the application structure for further testing.

Extensibility via tools Extensions

- Supports custom extensions through Store.
- Extensions can be written in Java, Python, or Ruby to add new functionality.

Target Site Map

- Provides a hierarchical view of the discovered site content.
- Shows request/response details, parameters, and vulnerabilities.

Project Files & Workspaces

- Save and organize testing sessions.
- Share projects with team members for collaboration.

B. Android Emulators & Virtual Device Platforms

Fast Boot & Start-up

- Quick launch time for virtual devices.
- Snapshots to resume emulator state instantly.

High-Performance Graphics Rendering

- Hardware-accelerated graphics using GPU virtualization.
- Support for OpenGL and Vulkan APIs.
- Smooth UI rendering and animations.

Multi-Core CPU & RAM Support

- Ability to allocate multiple CPU cores and adjustable RAM for better performance.
- Efficient resource management on host machines.

Wide Range of Android Versions & Device Profiles

- Support for multiple Android OS versions (from old to latest).
- Emulation of various device types (phones, tablets, wearables).
- Pre-configured device profiles with different screen sizes, resolutions, and hardware specs.

Network Simulation

- Control over network conditions (latency, speed, packet loss).
- Support for Wi-Fi, cellular network types (3G, 4G, 5G, etc.).
- Simulate different carrier environments.

Sensor Emulation

- Simulate GPS, accelerometer, gyroscope, proximity sensor, battery status, etc.
- Test location-based and sensor-dependent features.

Easy APK Installation

- Drag-and-drop APK installation.
- Command-line tools or GUI to install/uninstall apps quickly.
- File sharing between host and emulator
- Access and simulate external storage.

Full System Image Access

- Rooted or unrooted system images.
- Access to developer options and debugging tools.

Debugging & Development Tools Integration

- Full integration with Android Studio and other IDEs.
- Support for ADB (Android Debug Bridge).
- Real-time logcat output.

Multi-Instance & Parallel Execution

- Run multiple emulator instances simultaneously.
- Useful for testing multi-device or multi-user scenarios.

Keyboard & Input Support

- Support for physical keyboard input, touch simulation, and multi-touch gestures.
- Ability to simulate hardware buttons.

GPU Debugging & Profiling

- Tools to profile app performance and GPU usage.
- Frame rendering analysis.

User-Friendly Interface

- Intuitive GUI for managing virtual devices, access to logs, device details, and status.

Camera & Microphone Emulation

- Support for front and back camera emulation and Simulate microphone input.

Customizable Network and Proxy Settings

- Set up proxies and VPNs within the emulator; Control over DNS and IP addresses.

Snapshots & State Save/Restore

- Save emulator states to disk and restore later which is useful for quick testing cycles.

Cross-Platform Support

- Runs on Windows.

Item-2: Technical Resources

- a. The bidder shall deploy one onsite technical resource employed on their own payroll ,with having the below mentioned educational & experience for the day-to-day activities and source code review for a period of one year from the date of Installation of the Software in RSDC.

- i. A technical resource should holding a BE/ B Tech/MCA/BCA in computer science degree, along with a CEH or CISSP certification. The candidate must have a minimum of **3 years of professional experience**, including Strong hands-on experience with HCL AppScan Source, AppScan Enterprise, or AppScan on Cloud, Deep understanding of SAST/DAST tools and techniques, Proficiency in security testing tools: BurpSuite, OWASP ZAP, Nessus, etc., Familiar with secure code review in Java, .NET, PHP, Python, JavaScript, Experience integrating AppScan into CI/CD pipelines (e.g., Jenkins, Azure DevOps)
- ii. The resource must have a sound understanding of **application security audits**, including methodologies, tools, and best practices for identifying and remediating vulnerabilities within application code and architecture.
- b. The bidder shall be responsible for coordination with the OEM for the support, service request and training activities during project period.
- c. The bidder shall be responsible deploying the latest updates, patches and upgrades as and when released by respective OEM.

ANNEXURE-3: Bidder's detail

{to be filled by the bidder}

Name of the Bidding Company/ Firm:			
Contact Person (Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			
Bidding document Fee (Tender Fee) details	<ul style="list-style-type: none"> • Amount: • D.D. No.: • Date: • Bank: 		
RISL Processing Fee details	<ul style="list-style-type: none"> • Amount: • D.D. No.: • Date: • Bank: 		
Bid Security (EMD) details	<ul style="list-style-type: none"> • Amount: • D.D./ BC/BG No.: • Date: • Bank: 		
Legal Entity (Please tick mark)	Proprietorship firm/A company registered under Indian Companies Act, 1956/ A partnership firm registered under Indian Partnership Act, 1932		
Financial: Turnover from IT/ ITeS	Annual Turnover of the bidder from IT/ ITeS for (as per the published audited accounts) <ul style="list-style-type: none"> • 2021-22 • 2022-23 • 2023-24 		
Technical Capability	<ul style="list-style-type: none"> • WO No.: • Issuing Agency: • WO Date: • WO Value: • Work Completion Certificate date: OR Invoice Date: • Type of work: 		
Tax registration No.	<ul style="list-style-type: none"> • GST Registration No.: • PAN number.: 		



ANNEXURE-4: 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-5: SELF-DECLARATION

{to be filled by the bidder on its Letterhead}

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 an 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.

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

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

I/ We also certify that the price I/ we have quoted is inclusive of all the taxes to meet the desired Standards set out in the bidding Document.

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.

I/We have read the Rule 13 of RTTP Rules and Government of Rajasthan Notification No. F2(1)FD/G&TSPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India and I/we certify that,

I/we is/are not with beneficial ownership from such country and will not supply finished goods procured directly or indirectly from such country.

OR

I/we is/are with beneficial ownership from such country and/or will be supplying finished goods procured directly or indirectly from such country and I/We are registered with the Competent Authority as specified in Rule 13 of RTTP Rules and Government of Rajasthan Notification No. F2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 and the evidence of valid registration with the Competent Authority is attached with the bid.

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: - Date:

Authorised Signatory: - Place:

Seal of the Organization: -

ANNEXURE-6: MANUFACTURER'S AUTHORIZATION FORM (MAF)

{to be filled by the OEMs}

(Indicative Format)

To,
{Procuring Entity},

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

Sir,

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

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

We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned above, for 3 Years.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End- of-Sale within next 12 months from the date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 5 years from the date of bid submission.]

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

ANNEXURE-7: UNDERTAKING ON AUTHENTICITY OF COMPUTER

EQUIPMENTS

{To be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,
{Procuring Entity},

Reference: NIB No. : _____ Dated: _____

This has reference to the items being supplied/quoted to you vide bid ref. no. _____
_____ dated _____.

We hereby undertake that all the components/parts/assembly/ software used in the equipment shall be genuine, original and new components /parts/assembly/software from respective OEMs of the products and that no refurbished/duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of the licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized
Signatory
Name:
Designation:

ANNEXURE-8: COMPONENTS OFFERED – BOM

{to be filled by the bidder}

Please fill the following BOM for all the offered components.

Sl. No.	Product Details (Only one make and model)	OEM Part Code (OEM Part shall be enclosed in the bid)	Detailed Technical Specification Reference**	OEM Details (Name: Address: E-Mail: Mobile No.:)
			{Item No. xx} {Item No. xx} {Item No. xx} {Item No. xx}	

** Please attach technical specifications compliance sheet (only on OEM's letter-head / OEM email as specified in Annexure-2) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided in Annexure-2: Technical Specifications of this bidding document)

Financial Bid Format :

Comprehensive OEM 3years Warranty & premium support (CAPEX & OPEX)

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

All Amount will be in INR							
Sr. No	Name of Item	Warranty / Support years	Qt y	Unit Rate excluding GST	GST Amount	Unit Rate with GST	Total Amount
1	2	3	4	5	6	7=5+6	8=7 x 4
1	ATS of existing HCL AppScan Standard FLT USR (Deployed On-Premise)	3	3				
2	ATS of existing HCL AppScan Source For Analysis (Deployed On-Premise)	3	1				
3	Mobile & Web App Security Audit Tools. Professional Edition (On - Premise deployment)	3	5				
4	Android Emulators & Virtual Device Platforms Business Edition (On- Premise deployment)	3	2				
5	Security Audit Expert Manpower (Monthly Amount)	1	1				
Total (in words):							

ANNEXURE-9: 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 as per attached format).
- 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-10:FINANCIAL BID COVER LETTER & FORMAT

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

,

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, 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 costs likely to be incurred for executing this work. The prices are inclusive of the government. taxes/duties as mentioned in the Financial Bid.

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

I/ We hereby declare that in case the contract is awarded to us, we shall submit the security deposit 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:

ANNEXURE-11: BANK GUARANTEE FORMAT –BID Security

{to be submitted by the bidder's bank}

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

To

The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s_____ (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the RISL as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s _____ (Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc.
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

The Managing Director, RajCOMP Info Services Limited (RISL), Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).
10. Non-judicial stamp paper with stamp duty of 0.25% of the BG value or 25,000 whichever is lower.

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, YojanaBhawan, C-Block, TilakMarg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the RISL through and(Contractor) for the work (hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupeesonly), we (indicate the name of the Bank),(hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We.....(Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees. only), the amounts due and payable under this guarantee without any demuror delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.only).
3. We_(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We_(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our

liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.only).
9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtained from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branches at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

Dated.....day of For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL
For and on behalf of the RISL

Signature (Name & Designation)

ANNEXURE-12: 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-13: CERTIFICATE FOR EXEMPTION OF BID SECURITY

{To be filled by the Govt./PSU/Department only as per RFP}

To,

The Managing Director,

RajCOMP Info Services Limited (DOIT&C/RISL), First Floor, Yojana Bhawan, C-Block,

Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

I/ We {Name of the PSU/Corporation/Department} hereby {Name of the PSU/Corporation/Department} is owned or controlled or managed by the {Name of the State} State Government/Central Government Undertaking/Department. I/ We hereby declare/ certify that it is eligible for exemption from the bid security submission as per RFP.

Legal document/Certificate of Incorporation establishing the exemption is attached.

Thanking you,

Name of the Bidder:

Name of Authorised Signatory: Sign of the Authorised Signatory Seal of the Organization: -

Date:

Place:

ANNEXURE-14 : INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement ("Agreement") is made on this. day of, 2025.

BETWEEN

The Managing Director, RajCOMP Info Services Limited, First Floor, C-Block, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005 (Raj). (herein after referred to as "RISL", which expression shall, unless repugnant to the context here of or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,

AND

Company Name, India (hereinafter referred to as 'Successful Bidder/ Supplier', which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART.

WHEREAS

1. The RISL wishes to appoint an agency for a period of years. For the purpose there will be a requirement to exchange certain information related to projects or hosted in Rajasthan State Data Centre (RSDC) which is proprietary and confidential information.
2. The RISL is willing to disclose such information to successful bidders only on the terms and conditions contained in this Agreement. The successful bidder agrees to hold the Covered Data and Information in strict confidence. Successful bidder shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/ RISL except as permitted or required by the Agreement, or as otherwise authorized in writing by RISL.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition: In this agreement unless the contest otherwise requires:

1.1. "Confidential Information" shall mean

- a) any and all information concerning RISL/DoIT&C/Rajasthan State Data Centre (RSDC) or any other successor,
- b) any and all trade secrets or other confidential or proprietary information related to projects and hosted in State Data Centre(SDC)
- c) Passwords of IT/NonIT equipments of RISL/DoIT&C/SDC, user identifications, or other information that may be used to access information systems, networking diagrams, technical specifications of IT/NonIT equipment's, policies of firewall/IDS/IPS/routers/switches and information hosted on IT equipment in Rajasthan State Data Centre(RSDC)

1.2. Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans,

system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related to RISL/DOIT&C or hosted with Rajasthan State Data Centre (RSDC)/and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure otherwise

2. Limitations on Use and Disclosure of Confidential and Proprietary Information

- 2.1. Confidential and Proprietary Information disclosed by the RISL/DOIT&C and/or other departments/PSU whose data are hosted in Rajasthan State Data Centre (RSDC) shall be used by the successful bidder solely for the purpose of fulfilment of the obligation and work assigned to it as per order no. and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RISL/DOIT&C or its representative. Successful bidders shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.
- 2.2. Confidential and Proprietary Information shall not be copied or reproduced by the successful BIDDER without the express written permission of the RISL/DOIT&C, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no. .
- 2.3. Confidential and Proprietary Information shall be disclosed only to the Director or employees of the successful bidder who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the successful bidder shall be treated as a breach of this Agreement by the successful bidder.
- 2.4. Confidential and Proprietary Information shall not be disclosed by the successful bidder to any third party without the prior written consent of the First Party.
- 2.5. This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:
 - a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the successful bidder; or
 - b. was, at the time of receipt, otherwise known to the successful bidder without restriction as to use or disclosure; or
 - c. becomes known to the successful bidder from a source other than the RISL/DOIT&C and/or other departments/PSU without a breach of this Agreement by the successful bidder; or
 - d. is developed independently by the successful bidder without the use of Proprietary Information disclosed to it hereunder; or
 - e. is otherwise required to be disclosed by law.

3. Business Obligation

- 3.1. During the complete contract period and even after the expiry of the agreement, the successful bidder shall not

- A. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
 - B. Use confidential Information for its own benefit or for the benefit of any person or entity other than the RISL/DOIT&C, without the prior written consent of the RISL/DOIT&C.
- 3.2. Whereas, the RISL/DOIT&C under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of successful bidder), had entered into an agreement with the successful BIDDER that the second party shall not divulge such information either during the course of the life of this agreement or even after the expiry of the agreement.
- 3.3. Whereas, the successful bidder has agreed to fully abide by the terms of this non- disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the successful bidder shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.
- 3.4. whereas, the successful bidder having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the successful bidder shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the RISL/DOIT&C and if this is violated, the RISL/DOIT&C shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.5. Whereas, the RISL/DOIT&C shall have the entire control over the functioning of the Successful bidder and the successful bidder shall work according to the instruction of the RISL/DOIT&C and in case if this is violated by the successful bidder in any mode or manner, the RISL/DOIT&C shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.6. Whereas, if the successful bidder permits any person or persons without permission of the RISL/DOIT&C to have–
 - a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
 - b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipments or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information nor;
 - c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
 - d. Denies or causes the denial of access to any authorized person of the RISL/DOIT&C to have access to any computer system or computer network by any means;

Shall be liable to pay damages by way of compensation and would also be liable for criminal prosecution in accordance with the prevailing laws.

3.7. Successful bidder shall report to RISL/DOIT&C any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by RISL/DOIT&C. Successful bidder shall make the report to RISL/DOIT&C within not less than one (1) business day after successful bidder learns of such use or disclosure. Successful bidder's report shall identify:

- a) The nature of the unauthorized use or disclosure,
- b) The confidential and/or proprietary information/data used or disclosed,
- c) Who made the unauthorized use or received the unauthorized disclosure,
- d) What successful bidder has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e) What corrective action successful bidder has taken or shall take to prevent future similar unauthorized use or disclosure.

SUCCESSFUL BIDDER shall provide such other information, including a written report, as reasonably requested by RISL/DOIT&C.

3.8. The successful bidder hereby agrees and consents that temporary or permanent injunctive relief and /or an order of specific performance may be granted in lieu of, or in addition to other available relief in any proceeding brought by RISL/DOIT&C to enforce this Agreement, without the necessity of proof of actual damages and without posting bond for such relief.

4. Dispute Resolution

4.1. Whereas, both the parties have agreed that in the event of any dispute or differences arising in between the parties, the courts at Jaipur shall only have jurisdiction to adjudicate the disputes/differences.

4.2. IN WITNESS WHERE OF the Parties here to have hereunto set their hands and seal the day and year first above written.

Signed By:	Signed By:
Designation: Company:	(Authorized Signatory) RajComp Info Services Ltd
In the presence of:	In the presence of:
Designation: Company:	Designation: RajComp Info Services Ltd
Designation: Company:	Designation: RajComp Info Services Ltd



ANNEXURE-15: CERTIFICATE OF CONFORMITY/ NO DEVIATION

(to be submitted by the bidder on his Letter head)

To,

{Procuring Entity},

,

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Name, Designation & Signature of Authorised Signatory: -

Seal of the Organization: -

Date:

Place: