



2020

RajCOMP Info Services Limited (RISL)

Draft RFP for Digitization & Microfilming of Records of Govt. Departments through Rate Contract for two years (2 Separate Package Bids)

Note: Bidder may quote for one or both packages, but for all items in either packages. Bidder needs to submit separate bids for each package.

Table of Contents

Contents

1.	NOTICE INVITING BID (NIB)	ERROR! BOOKMARK NOT DEFINED.
2.	PROJECT PROFILE & BACKGROUND INFORMATION	11
3.	PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	13
4.	SCOPE OF WORK, DELIVERABLES & TIMELINES	19
1.	SCOPE OF WORK	19
2.	ROLES AND RESPONSIBILITIES	27
3.	PROJECT DELIVERABLES, MILESTONES & TIME SCHEDULE:	28
5.	INSTRUCTION TO BIDDERS (ITB)	32
	1. Bid Security	32
	2. Sale of Bidding/ Tender Documents	33
	3. Pre-bid Meeting/ Clarifications	33
	4. Changes in the Bidding Document	33
	5. Period of Validity of Bids	34
	6. Format and Signing of Bids	34
	7. Cost & Language of Bidding	35
	8. Alternative/ Multiple Bids	35
	9. Deadline for the submission of Bids	35
	10. Withdrawal, Substitution, and Modification of Bids	36
	11. Opening of Bids	36
	12. Clarification of Bids	37
	13. Selection Method	37
	14. Evaluation & Tabulation of Technical Bids	37
	15. Evaluation & Tabulation of Financial Bids	39
	16. Correction of Arithmetic Errors in Financial Bids	39
	17. Price/ purchase preference in evaluation	40
	18. Negotiations	40
	19. Exclusion of Bids/ Disqualification	40
	20. Lack of competition	41
	21. Acceptance of the successful Bid and award of contract	41
	22. Information and publication of award	42
	23. Procuring entity's right to accept or reject any or all Bids	42
	24. Right to vary quantity	42
	25. Execution of Agreement for Rate Contract	43
	26. Work Order Issued to Bidders under Rate Contract	43
	27. Performance Security	43
	28. Confidentiality	44
	29. Cancellation of procurement process	45

	30. Code of Integrity for Bidders	45
	31. Conflict of Interest	46
	32. Interference with Procurement Process	47
	33. Appeals	47
	34. Stay of procurement proceedings	48
	35. Vexatious Appeals & Complaints	49
	36. Offenses by Firms/ Companies	49
	37. Debarment from Bidding	49
	38. Monitoring of Contract	50
	39. Verification of Eligibility Documents by RISL	50
6	GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	52
	1. Contract Documents:	53
	2. Interpretation:	53
	3. Language	53
	4. Joint Venture, Consortium or Association	53
	5. Service of Notice, Documents & Orders	53
	6. Scope of Supply	54
	7. Delivery	54
	8. Supplier's/ Selected Bidder's Responsibilities:	54
	9. Purchaser's Responsibilities	54
	10. Contract Price	55
	11. Recoveries from Supplier/ Selected Bidder	55
	12. Taxes & Duties	55
	13. Copyright:	55
	14. Confidential Information	55
	15. Specifications and Standards	56
	16. Packing and Documents	57
	17. Transportation	57
	18. Inspection	57
	19. Rejection	58
	20. Delivery period & Extent of Quantity – Repeat Orders	58
	21. Freight	58
	22. Payments	58
	23. Liquidated Damages (LD)	59
	24. Price Fall	59
	25. Settlement of Disputes	59
	26. Patent Indemnity	59
	27. Limitation of Liability: Except in cases of gross negligence or wilful misconduct: -	60
	28. Force Majeure	61
	29. Change Orders and Contract Amendments	61

30. Termination	61
7 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	63
1. Bidders to Bid for all Items	63
2. Payment Terms and Schedule	63
ANNEXURE-1: TECHNICAL SPECIFICATIONS AND STANDARDS	71
ANNEXURE - 2: PRE-BID QUERIES FORMAT	73
ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {TO BE FILLED BY THE BIDDER}.....	74
ANNEXURE-4: SELF-DECLARATION {TO BE FILLED BY THE BIDDER}	75
ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION {TO BE FILLED BY THE BIDDER}	76
ANNEXURE-6: TENDER FORM	77
ANNEXURE-7: FORMAT FOR SUBMISSION OF PROJECT REFERENCES	78
ANNEXURE-8: FINANCIAL BID COVER LETTER	79
ANNEXURE-9: FINANCIAL BID FORMAT	80
ANNEXURE-10: UNDERTAKING FOR REPLACEMENT OF MICROFILM	85
ANNEXURE-11: DRAFT AGREEMENT FORMAT FOR RATE CONTRACT	86
ANNEXURE-12: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012	89
ANNEXURE-13: INDICATIVE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	90

Draft Request for Proposal for Digitization & Microfilming of Records of Govt. Departments through Rate Contract for two years period

Reference No. F4.3 (197)/RISL/Tech/2016/Part-I/11458

Date: 15.10.2020

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Last Date & Time of Submission of Bid	18.11.2020 at 03:00 P.M.
Date & Time of Opening of Technical Bid	18.11.2020 at 04:00 P.M.

Bidding Document Fee: INR Five Thousand Only (INR 5000 only)

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

RajCOMP Info Services Limited (RISL)

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

Phone: 0141- 5103902 Fax: 0141-2228701

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

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto including subsequent amendments, if any, and as applicable
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid/ e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes a proposal and/ or quotation.
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as EMD.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
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. Managing Director, RISL, and Govt. of Rajasthan in this bidding document.
Day	A calendar day as per GoR/ GoI.
RISL	RajCOMP Info Services Ltd., Government of Rajasthan.
e-GRAS	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). E-GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
ITB	Instruction to Bidders
LD	Liquidated Damages

LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
BG	Bank Guarantee
PC	Procurement/ Purchase Committee
Performance Security Deposit (PSD)	Performance Security Deposit is the security which is submitted by the bidder against the work order received.
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.
Purchaser/ 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.
Rate Contract	A rate contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
RFP/ Bidding Document	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
GST	Goods and Services Tax
Services	Any subject matter of procurement other than goods or works and includes physical, warranty, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public	http://sppp.raj.nic.in



Procurement Portal	
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
Rate Contract Period	Valid time frame for issuance of Work Orders under executed agreement of Rate Contract. Rate Contract shall remain valid for a period of Two (2) years from the date of agreement for Rate Contract with the successful bidder(s) for various sub items under digitization work and may be further extended for three months.
WO/ PO	Work Order/ Purchase Order


Draft RFP for Digitization & Microfilming of records of Govt. Departments through Rate Contract

I. NOTICE INVITING BID (NIB)

Reference No. F4.3 (197)/RISL/Tech/2016/Part-I/11458
 Unique Bid No. RTS2021SLD B0030 Date: 15.10.2020

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: RajCOMP Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan) 												
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. Aqeel Ahmed Designation: General Manager (Marketing), RISL Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: aqueel.risl@rajasthan.gov.in 												
Subject Matter of Procurement	Request for Proposal for Digitization & Microfilming of Records of Govt. Departments through Rate Contract under two Packages Note: Bidder may quote for one or both packages, but for all items in either package. Bidder needs to submit separate bids for each package.												
Duration of Rate Contract	2 years and may be extended further for another 3 months as per RTPP Act & Rules												
Bid Procedure	Single-stage: Two part (envelop) open competitive bidding (e-Proc.) e-Bid procedure at http://eproc.rajasthan.gov.in												
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) – L1												
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in, http://risl.rajasthan.gov.in, http://eproc.rajasthan.gov.in http://doitc.rajasthan.gov.in 												
Estimated Procurement Cost, Bid Security and Mode of Payment	<table border="1"> <thead> <tr> <th>Package No.</th> <th>Package Items/ Services</th> <th>Estimated Project Value</th> <th>Bid Security Amount</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Scanning & Digitization of Records of Govt. Departments</td> <td>20 Cr.</td> <td>20 Lakh</td> </tr> <tr> <td>2.</td> <td>Microfilming of Digitized Records of Govt. Departments</td> <td>5 Cr.</td> <td>5 Lakh</td> </tr> </tbody> </table>	Package No.	Package Items/ Services	Estimated Project Value	Bid Security Amount	1.	Scanning & Digitization of Records of Govt. Departments	20 Cr.	20 Lakh	2.	Microfilming of Digitized Records of Govt. Departments	5 Cr.	5 Lakh
	Package No.	Package Items/ Services	Estimated Project Value	Bid Security Amount									
1.	Scanning & Digitization of Records of Govt. Departments	20 Cr.	20 Lakh										
2.	Microfilming of Digitized Records of Govt. Departments	5 Cr.	5 Lakh										
Fees for Each Bidding	<ul style="list-style-type: none"> Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in the specified format), of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur." For S.S.I. of Rajasthan, 25% of the above-mentioned value and for Sick Industries, other than S.S.I, whose cases are pending with Board of Industrial & Financial Reconstruction, 50% of the above-mentioned value. Bidder needs to submit separate bid for both packages, if willing to participate for both rate contracts. Bidding document fee: INR 5000/- (Five Thousand Only) in 												

Page 9 of 93






Draft RFP for Digitization & Microfilming of records of Govt. Departments through Rate Contract

Bid	Document Fee / Tender Fee	Cash/ Banker's Cheque/ Demand Draft of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"
	RISL Processing Fee	<ul style="list-style-type: none"> RISL Processing fee: INR 1000/- (One Thousand Only) in Cash/ Banker's Cheque/ Demand Draft of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"
Start Date for the sale of Bid document		<ul style="list-style-type: none"> Start Date: 16.10.2020 at 02:00 PM
End Date for the sale of Bid document		<ul style="list-style-type: none"> End Date: 18.11.2020 at 01:00 PM
End date & time of submission of bid		<ul style="list-style-type: none"> End Date: 18.11.2020 at 3:00 PM
Date/ Time/ Place of Pre-bid Meeting		<ul style="list-style-type: none"> 22-10-2020 at 11:00 AM for Package-1 22-10-2020 at 02:00 PM for Package-2 Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*		<ul style="list-style-type: none"> Up to 18.11.2020, at 1:00 PM (To be submitted by-hand before the end date and time of the bid submission at RISL, Jaipur)
Date/ Time/ Place of Technical Bid Opening		<ul style="list-style-type: none"> Date: 18.11.2020 Time: 4:00 PM Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening		Will be intimated later to the technically qualified bidders
Bid Validity		90 days from the bid submission deadline

Note:

- Bidder (authorized signatory) shall submit their offer on-line in Electronic format both for technical and financial proposal. However, DD for Tender Fee, RISL Processing Fee and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid cover.
- * In case, any of the bidder fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIT, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Managing Director, RISL" payable at "Jaipur". And the RISL Processing Fee in favour of "Managing Director, RISL" payable at "Jaipur" from any Scheduled Commercial Bank.
- To participate in online bidding process, bidders must procure a Digital Signature Certificate (Type 10) as per Information Technology Act-2008 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safe-crypt, Node 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://www.eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow-speed, crashing of website due to heavy load or any other unforeseen problems.
- Bidders are also advised to refer "Bidders Manual 08" 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 RISL on a regular basis. Bidders interested in training may contact e-Procurement Cell, RISL for booking the training slot. Contact No: 0141-4021088 9/10/10 desk 10 am to 6 pm on all working days, e-mail: aprc@rislindia.org Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.
- No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- Procurement entity disclaims any liability (or other errors in the bidding document) the issue is purely on the individual bidders to verify such information and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- The provisions of RTIYA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTIYA Act 2012 and Rules thereto, the later shall prevail.

Date: 15.10.2020


(Aqeel Ahmed)
GM (Marketing), RISL

1. PROJECT PROFILE & BACKGROUND INFORMATION

1. About the Department

RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan. RISL is State Designated Agency (SDA) for implementation of NeGP Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State's Mission Mode Projects (MMPs). RISL is also Technology Partner with departments like Agriculture, State Election Commission, JCTSL, Education Department, RHSDP etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users). Time to time RISL manages various events, conferences, seminars, workshop etc. at various locations within Rajasthan and requires various items and services for the successful conduction of the events. Thus RISL intends to enter into a Rate Contract (s) for digitization & microfilming of records for Govt. Departments.

As part of the selection process, a single supplier shall be selected on Rate Contract basis though this tender for supply of all the items mentioned in Scope of Work. The contract is for a period of Two (2) years, from the date of agreement for Rate Contract with the successful bidder and may be extended further for another three months.

2. Need & Benefits of the Project

The selected bidder/Agency would help RISL/External govt. departments in digitization of records, as and when required. This will facilitate RISL/External govt. departments in delivering intended services timely and effectively with proper care taken off by the selected bidder (s) / Agency regarding the Digitization of records.

3. Preface

Rajasthan is located in Western part of India between 26.5727° North Latitude and 73.8390° East Longitude. It is boarded by Pakistan in the West, Punjab and Haryana in the North and Uttar Pradesh and Madhya Pradesh in the East and Gujarat in South. The state is divided into 33 districts. Total area of the state is 342,239 km². The State have hot temperature summer, cold winter and average to heavy rains in the season. The capital of the State is Jaipur which is connected with all three Air, Train and Bus with most parts the country.

4. Project Objective

The main objectives of the project are primarily Preservation and Accessibility of rare documents.

A. Preservation

Preservation of all the artefacts like and other department documents etc. is the foremost objective. Once the documents are scanned and digitized, preservation of the original can be ensured for a much longer period as the need to handle the physical documents would be eliminated or minimized to a great extent since digital document would be made available through an online Portal.

B. Accessibility and Availability

ReAMS Portal allows to access the records of govt. departments to department users online. Department users, researchers and citizens can search and access the documents on ReAMS Portal. This will improve the speed and convenience of accessing the documents and information kept by the Departments. All records would be linked based on subjects, keywords, notes or any other criteria making a tremendous amount of data easily available on any subject matter enhancing search ability.

5. Stakeholders

The project shall deliver benefits to various stakeholders associated with the project which has been identified as:

- a. User Departments
- b. RajCOMP Info Services Ltd. (RISL)
- c. Department of Information Technology & Communications (DoIT&C), Government of Rajasthan
- d. Selected bidders / Implementation Agencies
- e. Citizens

2. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
Mandatory Qualification Criteria for both the Packages			
1.	Legal Entity	The bidder should be a company registered under Indian Companies Act 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR A Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable	Copy of Certificates of incorporation / Certificate of Registration
2.	Financial: Net Worth	The net worth of the bidder as per the last published balance sheet on 31-03-2019 should be Positive.	CA Certificate with CA's Registration Number/ Seal
3.	Tax registration and clearance	The bidder should have a registered number of 1. GST where his business is located 2. Pan Number	<ul style="list-style-type: none"> Copies of PAN GST registration Certificate/ Number
4.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their	A Self Certified letter as per Annexure-4: Self-Declaration

		<p>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;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p>	
In addition to Mandatory, Qualification Criteria for Package-1: Scanning & Digitization Work			
5.	Financial: Turnover from	Annual Average Turnover of the bidder from IT/ ITeS for the last three financial years i.e. (from 2016-17 to 2018-19) as per the last published audited balance sheets), should be at least Rs. 30 Cr. (Thirty Crore)	CA Certificate with CA's Registration Number/ Seal
6.	Technical Capability	<p>The bidder must have successfully completed relevant digitization projects/works of any Central Government Department/ State Government Department /PSU / Govt. Undertakings in India during last five years ending last day of month previous to the one in which bids are invited should be either of the following:</p> <p>One similar completed project/work costing not less than the amount equal to 2.0 Cr.</p> <p>OR</p> <p>Two similar completed projects/works costing not less than the amount equal to 1.6 Cr. each</p> <p>OR</p> <p>Three similar completed projects/works costing not less than the amount equal to 1.2 Cr. each</p> <p>(Note: Soft/hard video conferencing applications, Webcasting solutions, hardware components or offline applications are not eligible).</p>	<p>Work Order + Work Completion Certificates from the client</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client showing acceptance of the work</p> <p>Bidder should submit project references for each project as per Annexure-7 and (Certified by the Statutory Auditor/CA)}</p>
7.		Bidder must have experience in handling at least two locations bulk scanning/digitization	

		project for any Central Government Department/ State Government Department /PSU / Govt. Undertakings in India and must have experience of performing scanning/ digitization related job for at least 1 Cr. pages.	
		Company should have Data capturing application/software and Document/Data uploading application development experience for any Central Government Department/ State Government Department /PSU / Govt. Undertakings in India	Work Order/ Certificates from the client
		Bidder must be having at least 50 high speed/resolution scanners (flatbed, ADF, overhead and book eye) and 100 computer sets in their inventory	Invoice copy to be submitted as proof
8.	Manpower Strength	The bidder should have minimum of 50 employees on their roll having expertise in Digitization work	Should furnish a certified HR statement in this regard
In addition to Mandatory, Qualification Criteria for Package-2: Microfilming Work			
9.	Financial: Turnover	Annual Average Turnover of the bidder from IT/ ITeS for the last three financial years i.e. (from 2016-17 to 2018-19) as per the last published audited balance sheets), should be at least Rs. 7 Cr. (Seven Crore)	CA Certificate with CA's Registration Number/ Seal
10.	Technical Capability	The bidder must have successfully completed relevant microfilming/microfiche projects/works of any Central Government Department/ State Government Department /PSU / Govt. Undertakings in India during last five years ending last day of month previous to the one in which bids are invited should be either of the following: One similar completed project/work costing not less than the amount equal to 50 lakh OR Two similar completed projects/works costing not less than the amount equal to 40 lakh each OR Three similar completed projects/works	Work Order + Work Completion Certificates from the client OR Work Order + Phase Completion Certificate from the client showing acceptance of the work Bidder should submit project references for each project as per Annexure-7 and (Certified by the Statutory Auditor/CA)}

		costing not less than the amount equal to 30 lakh each (Note: Soft/hard video conferencing applications, Webcasting solutions, hardware components or offline applications are not eligible).	
		Bidder must have experience in handling at least two location bulk microfilming/microfiche project for any Central Government Department/ State Government Department /PSU / Govt. Undertakings in India and must have experience of performing microfilm related job for at least 40 lakh images.	
12.	Manpower Strength	The bidder should have minimum of 20 employees on their roll having expertise in Microfilming work	Should furnish a certified HR statement in this regard

Note : Bidder may quote for one or both packages , but for all items in either package. Bidder needs to submit separate bids for each Package.

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

3. Required team/unit and their educational qualification & experience to be deployed onsite for scanning & digitization work:

A unit may consist following person, as per requirement of project detail requirement will be intimated at the time of placing the work order:

S. No.	Role	Required Qualification and Experience
1.	Scanning Manager/Site In Charge	<ul style="list-style-type: none"> • Graduate/Post-Graduate with 5 years’ experience in managing digitization projects for any Central Government Department/ State Government Department /PSU / Govt. Undertakings in India. • Experience of working on Digitization Software, Web Application, EPR Solutions, MSWord, MS Excel, Database

		System, Document/Data Management, FTP, Computer Networking and other technological skills required for digitization project.
2.	QC Executive	<ul style="list-style-type: none"> Graduate/Post-Graduate with 3 years' experience in digitization projects for any Central Government Department/ State Government Department /PSU / Govt. Undertakings in India. Experience of working on Web Application, EPR Solutions, MS Word, MS Excel, Document/Data Management, FTP, Computer Networking and other technological skills required for digitization project.
3.	Metadata Executive	<ul style="list-style-type: none"> Graduate/Post-Graduate with 2years' experience of data entry work in digitization projects
4.	Scanning Executive	<ul style="list-style-type: none"> Graduate/Post-Graduate with 2 years' experience of scanning work in digitization projects
5.	Document Executive	<ul style="list-style-type: none"> Graduate/Post-Graduate with 2 years' experience of document management in digitization projects

4. Required team/unit and their educational qualification & experience to be deployed onsite for microfilming work:

A unit may consist following person, as per requirement of project detail requirement will be intimated at the time of placing the work order:

S. No.	Role	Required Qualification and Experience
1.	Microfilming Manager/Site In Charge	<ul style="list-style-type: none"> Graduate/Post-Graduate with 5 years' experience in managing microfilming projects for any Central Government Department/ State Government Department /PSU / Govt. Undertakings in India. Experience of working on Digitization Software, Web Application, EPR Solutions, MSWord, MS Excel, Database System, Document/Data Management, FTP, Computer Networking and other technological skills required for microfilming/digitization project.

2.	Microfilming Executive	<ul style="list-style-type: none">• Graduate/Post-Graduate with 2 years' experience of microfilming work in microfilming projects
3.	QC Executive	<ul style="list-style-type: none">• Graduate/Post-Graduate with 3 years' experience in microfilming projects for any Central Government Department/ State Government Department /PSU / Govt. Undertakings in India.• Experience of working on Web Application, EPR Solutions, MS Word, MS Excel, Document/Data Management, FTP, Computer Networking and other technological skills required for microfilming/digitization project.

3. SCOPE OF WORK, DELIVERABLES & TIMELINES

The objective of the RFP is to select Agency(s) specialized in digitization of records/maps/etc. and microfilming on Rate Contract basis for a period of Two (2) years, from the date of agreement for Rate Contract with the successful bidders and may be further extended for another three months, as per RTPP Act & Rules.

The detailed categorization of deliverables and list of line items/ services with minimum Standard Specifications / configurations has been provided in Annexure-1

During the period of rate contract, RISL may place multiple purchase order to the selected bidder for any no. of units up to the validity of the rate contract. However, this **Rate Contract doesn't ensure necessarily placing of a work order** by RISL to the selected bidder/s.

1. SCOPE OF WORK

The selected bidder/s shall scan, digitize and microfilm the records/documents of various Govt. Departments of Government of Rajasthan through this rate contract. The selected bidder/s shall digitized the records/documents and upload the same into DMS provided by RISL. The scanned document should be searched and retrieved through the DMS provided by RISL. The selected bidder shall provide the data/documents in external hard disk. The selected bidder shall follow the below mentioned steps for scanning, digitization and microfilming-

Package-1. Scanning & Digitization Work

A. Identification and Planning-

- a. The selected bidder shall assess the type, volume and condition of the documents to be digitized and/or microfilmed of the concerned departments
- b. Finalize the logistics of data digitization and/or microfilming activity to be held at office level/district level/state level
- c. Finalize the process of verification and correction of digitized data with the concerned departments and intimation to RISL for the same
- d. If department requires any language expert/specially skilled manpower for digitization/microfilming project then department will select language expert/specially skilled manpower and send their recommendation to RISL/DoIT&C for hiring of that language expert/specially skilled manpower under the department's project funds available with RISL/DoIT&C.
- e. Based on the type, logistics and volume of documents to be digitized and/or microfilmed, the selected bidder shall identify and set up the following IT infrastructure (but not limited to) in adequate numbers-
 - I. Desktops/Laptops/Printers
 - II. Scanners
 - III. Power Backup
 - IV. Server (for temporary storage of digitized images/pdf)
 - V. Required team/s of manpower as mentioned above at point no. 3 of pre-qualification

- f. The selected bidder shall ensure smooth execution of digitization project by providing appropriate maintenance and backup of deployed digitization/IT infrastructure/manpower.
- g. The selected bidder shall prepare a detailed work plan with the logistics of digitization and/or microfilming (whether at office level/district level/state level), milestones and timelines (as per work order) for the digitization and/or microfilming process for the concerned department with their consultation and also submit to RISL.
- h. The selected bidder shall adhere to standard methodologies of digitization and/or microfilming while preparing the work plan.
- i. The work plan will be approved by the concerned department. This work plan once approved by the concerned department shall form the basis of monitoring the progress of work on this project. The work plan should also take into account the prioritization of the documents to be digitized as decided by the concerned department.
- j. The work plan should be with minimum exposure/movement of documents and bidder also needs to ensure that there is minimum requirement for repetitive exchange of documents, after completion of scanning work. Work cycle should be completed within one week for a lot of documents, including verification. Selected bidder also needs to ensure that there will not be correction/re-work of more than 5%.
- k. Bidder needs to have back-up for all hardware, equipment and manpower, so that work flow not get affected.
- l. The concerned department shall provide the basic infrastructure for digitization work to the selected bidder like internet connectivity, electricity, water, tables, chairs and space.
- m. The security, maintenance & insurance cost of the equipment etc. will be borne by the selected bidder. The cost of travel and transportation involved during the digitization and microfilming process shall also be borne by the selected bidder.

B. Data Digitization Process-

The selected bidder shall follow below mentioned steps for digitizing the data-

I. Pre-Scanning-

- a) The selected bidder shall collect the documents/records to be digitized from the concerned department. The selected bidder shall maintain an **Inward-Outward Log Register** which will record the received documents. The log register shall contain following details but not limited to:
 - i. Name of the document collected
 - ii. Size of the pages in document (A4, legal, A3, etc.) along with the count
 - iii. Total number of pages in the document
 - iv. Collected from (Official Name & Designation and signature with seal)
 - v. Date of Collection
 - vi. Expected date of return
 - vii. Returned to (Official Name & Designation and signature with seal)
 - viii. Returned by (Vendor's representative)
 - ix. Actual date of return
 - x. Any other details, if any will be decided by the user dept. with the successful bidder before start of project

- b) The received records will be transferred to document executives who will prepare it for scanning during which following activities will be performed on the documents to make it scanable and to enhance the life of physical documents which would include:
- i. Sorting of documents, Documents segregation and additional de-stapling, creasing (removing wrinkles etc.), dusting, applying tape to torn pages, trimming crumpled documents as may be required.
 - ii. Segregating and categorizing the documents on the basis of document type and the condition as well as importance from the preservation perspective.
 - iii. De-tagging, if required.
 - iv. Blank sheet / bar-code have to be inserted after each document as an identifier between two documents, which is recognized by the application software provided by the selected bidder as a file separator.
- c) The documents will be separated by selected bidder for batch scanning.
- d) The selected bidder should conduct thorough quality check before sending any document for scanning which includes visibility, readability, numbering, discrepancies, any data loss due to tight binding, scan readiness etc.
- e) The selected bidder shall return the documents as in the condition it was handed over to them.

II. Scanning /Digitization

- a) Depending on the type and condition of the document, the selected bidder shall deploy the different types of scanners like automatic document feeder (ADF), flatbed, overhead, bookeye, etc.
- b) The selected bidder shall scan and digitize the records/documents of the concerned department.
- c) The records shall be digitized at minimum 200 dpi in b&w/grey or 300 dpi in colour with appropriate scanner for concerned department's requirements. In case the documents are not legible, it needs to be scanned on high resolution i.e. 600 dpi or higher. No extra payment shall be made for the same.
- d) The selected bidder shall ensure that the originality of the document shall be maintained. Page size of the physical file can vary across departments and within file also
- e) The selected bidder shall perform following indicative image enhancement activities:
- The quality of scanned images are enhance to the optimum level
 - Perform skew, de-skew activities on the scanned document to make the image straight
 - Cropping and cleaning of images like removal of black noises around the text, providing equal margins around the text
- f) No document shall be scanned more than once and no blank pages shall be scanned even if they are part of file.
- g) After scanning of documents, total number of pages will be matched with total number of images scanned and if some images are missing then those will be inserted in the batch at this level only.
- h) For each record, Raw Image (Lossless PDF/A), Master Image (cleaned - Lossless PDF/A), Web Image (cleaned – compressed PDF/A) record types must be stored and delivered to the concerned department in Hard Disk/DVD/CD as per Department's requirement. The PDF/An

output shall be capable of being watermarked with the image approved by the RISL/concerned department.

- i) In case of images with printed English text, the output PDF document should be searchable. Searchable PDF should be created in one single step by processing the input image.
- j) If required by the Concerned Department, the selected bidder shall perform the OCR (only in English language) on the document with minimum 95% accuracy so that the documents can be searched using the text in the document.
- k) Quality check (Scanned images) - Quality check after scanning is of utmost important. Images clearing this QC will lead to movement of documents in metadata entry phase. The selected bidder shall ensure following QC activities in this stage:
 - i. No page has been scanned twice. Payment for extra scanning will not be made to the selected bidder.
 - ii. Ensure that blank pages are not scanned
 - iii. Check scanned records for dpi image, quality, format, Noise removal etc.
 - iv. 100 % on screen validation for all scanned images and submit the log for 100 % QC work done along with QC certificate.
 - v. Check that all records obtained from the department have been scanned and no document has been missed out.
 - vi. To print minimum 1% of the scanned document but not exceed 2% of the scanned document (as identified by concerned departments) for sample checking to be done by the concerned departments to ensure quality scanning.
- l) The selected bidder shall perform application software based 100% QC of digitized documents at no extra cost to the concerned department/RISL.
- m) The selected bidder shall appoint skilled and qualified manpower for QC purpose and should not be the part of scanning and data entry team.
- n) Meta data Entry- Metadata stores information related to the scanned images. The selected bidder shall define the metadata for scanned documents in consultation with concern department. Accurate metadata should be captured for all scanned images so that becomes the base for all future search and transactions. Metadata entry is done by adding appropriate tags to each scanned document
 - i. The selected bidder shall create detailed metadata as per requirements that will be specified by the concerned departments conforming to international standards (Dublin Core). The concerned departments shall provide key resources/ domain experts to be involved in the cataloguing activity. The metadata may contain following values but not limited to-
 - Title
 - Creator
 - Subject
 - Description
 - Publisher
 - Contributor
 - Date
 - Type

- Format
 - Identifier
 - Source
 - Language
 - Relation
 - Coverage
 - Rights
- ii. The metadata format will be finalized by the concerned department during the requirement finalization.
 - iii. The selected bidder shall ensure that correct metadata entry shall be done by metadata entry operators. The selected bidder should correct all such errors at no extra cost.
 - iv. The selected bidder should deploy adequate manpower to ensure that correct metadata entry in English and Hindi is done. Language details for all records should be captured in language metadata tag. The selected bidder should capture language details of each document type at the beginning of the entire metadata entry activity.
 - v. The selected bidder shall provide hyperlinks for documents of every scanned file, so that the user can directly access particular documents in the scanned file.
- o) Quality check after metadata entry-Quality check after metadata entry is very important. Images clearing this QC will lead to submission of the documents to the concerned department for acceptance. QC activities in this stage are:
 - a. The selected bidder shall do 100% on screen validation and submit log for 100% QC work done along with QC certificate.
 - b. The selected bidder shall check the documents for the following:
 - I. Whether all required metadata fields have been captured
 - II. Whether the metadata captured is correct
 - III. Generate a report from application software, identifying mismatch between the number of documents submitted for scanning and number of documents scanned.
 - p) The bidder will ensure the quality of work and the digitized data/images should be clearly visible and up to satisfaction of concern user department

III. Post Scanning

- a) After scanning, and ascertaining the quality of images and the images shall be transferred to the indexing stations and indexing will be done on the basis of images.
- b) At the end of scanning/digitization process, the physical document would be pinned together/ tagged in the same form as it was given for scanning by the individual units of any department. Each page shall be serially arranged and shall be counted while giving the documents back to the concerned department.
- c) Appropriate entries should be made in the inward/outward register in presence of the vendor representatives and departmental officials who would sign the entries
- d) Version Control mechanism should be allowed. Version control has to be done in case of addendum to the pre-existing digitized file. The scanning and indexing module of the application software shall support this facility.

IV. Data Storage, Upload, Backup and data transfer (external hard disk/DVD/CD)

- a) Once the data entry of a lot is completed and its correctness is determined, the selected bidder would need to upload one set of the data to the central repository for verification. If department needs to verify digitized documents offline, bidder will provide digitized documents in sufficient number of external hard disks to the department as per requirement.
- b) The scanned/digitized data will be stored at the local server (provided by the selected bidder) at the concerned department. The scanned data along with metadata will be uploaded at RSDC server on periodic basis. The internet connectivity will be provided by the concerned department for uploading of the scanned data. The selected bidder shall ensure that scanned data along with metadata should be uploaded successfully in DMS. The selected bidder shall also ensure that all the scanned data along with metadata will be replicated at RSDC which will mark the completion of scanning activity for that particular period(as decided by RISL/concerned department).
- c) Once the final data has been prepared then final backup of the data backup team will take the data and the same will be delivered to Department for disaster management purpose.
- d) A folder structure/ configuration management policy has to be followed in consultation with RISL and concerned department while storing the digitized data in the central storage and external hard disk.
- e) Nomenclature of the digitized file should be in accordance with the e-Gov standard and should be discussed with the concerned Department.
- f) Copies of the scanned data (and metadata) shall be provided in external hard disk/DVD/CD by the selected bidder as per requirement of department. The selected bidder will create a Master copy for the concerned department and will provide the replica of Master copy as per the requirement of the concerned department. If department needs extra copies of data in hard disk/DVD/CD, bidder may charge additional for that, as per rates under rate contract.
- g) The DMS for search and retrieval will be provided by the RISL.

1.1. Reports

The selected bidder shall generate a report which identifies any mismatch between the number of documents submitted for scanning and number of documents scanned. The selected bidder shall also provide daily, weekly, monthly and overall and department - wise progress for checking the progress of scanning number of images/pages scanned, percentage scanned, number of metadata entry done, etc.) through application software.

1.2. Data Entry of Legacy files/document

- a) The selected bidder shall deploy adequate IT infrastructure (computer with basic software like MS office- word, excel etc., storage devices etc.) and sufficient number of data entry operators for data entry activity as per the requirement of the concerned department. The space, furniture and electricity will be provided by the concerned department.
- b) The selected bidder shall provide the MS-word, excel to carry out the data entry work. The data entry need to be carry out for A4 and legal size paper.
- c) The data entry software will be arranged by the selected bidder to carry out the data entry work.
- d) The data entry software should have provision for role/user based authorization for data entry and verification. It shall also have provision to monitor the progress and quality of data entry

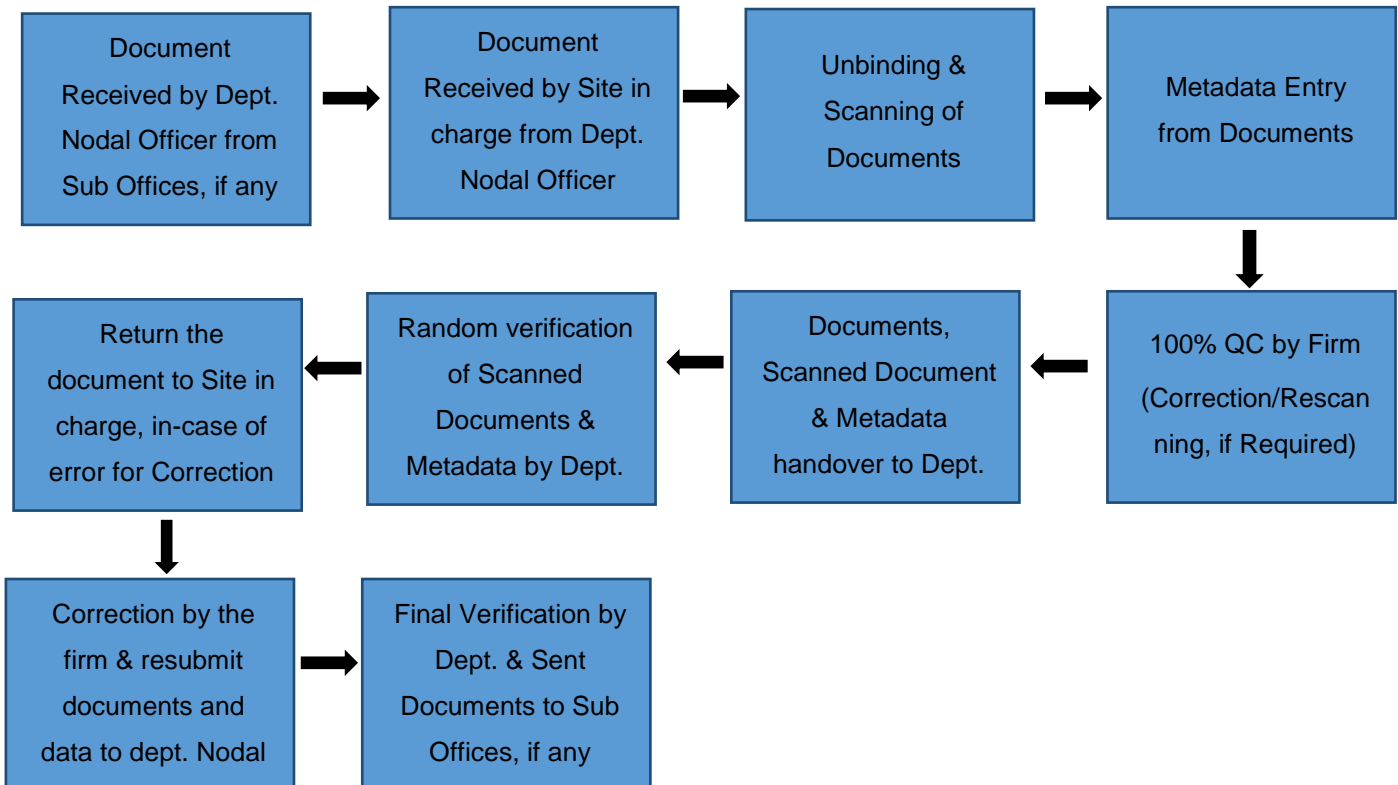
work performed.

- e) The data entry software shall have provision to generate daily progress report.
- f) The selected bidder understand the requirement of the concerned department about the data to be entered manually.
- g) The data entry shall be carry out in English and Hindi.
- h) The selected bidder shall follow the same methodology in collection and handing over document to Nodal officer of the concerned department.
- i) The selected bidder shall report the daily progress of the data entry work to the respective Nodal Officer.
- j) The selected bidder shall also be responsible for:
 - Correctness and 100% accuracy of captured data
 - Data security and weekly data back up in external hard disk as directed by RISL/concerned department.
- k) The final sign off for the complete data entry work shall be given by the concerned Nodal Officer on the basis of system generated reports subject to the sample verification by the concerned Department.

1.3 Work Flow of Documents for Scanning& Digitization

The tentative work flow of documents will be as follows:

Work Flow diagram of Document for Scanning



Package-2. Microfilming Work

The scanned/digitized images will be microfilmed and preserve for the long time archival of the documents/records of the department. In this rate contract, currently the selected bidder shall microfilmed the documents/records of various Govt. Department. The selected bidder shall install necessary number of Microfilm Achieve Writer, Microfilm Processor etc. for completing the preparation of Digital imaging of documents and converting the same into analogue images in microfilm using Microfilm Archive Writer as per defined timelines. For microfilming of the scanned/digitized images, the selected bidder shall follow the below mentioned steps-

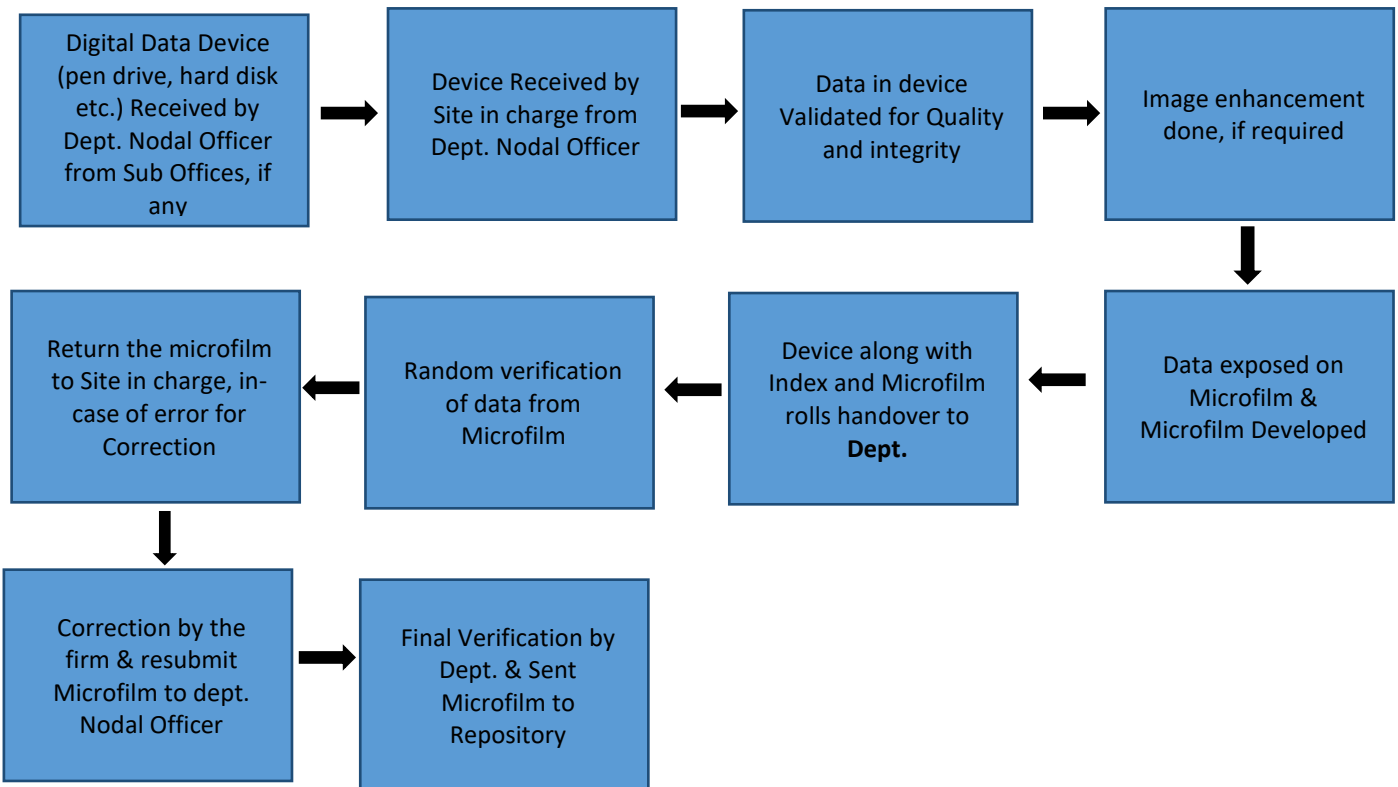
- a) The digital output of scanned images should be written on Un-perforated or perforated rolls of negative microfilms of 35 width mm and 30.5-910 m length for archival purpose with a minimum 50 cm Leader and Trailer each. The selected bidder shall provide microfilm as per technical specifications defined in Annexure-1.
- b) The scanned images will be sent to Digital archival station for conversion of images into Microfilms as per specifications provided in this RFP Document.
- c) These images will be tagged as per the file naming convention as per requirement and collated into batches for the microfilm conversion process.
- d) Resolution chart must be exposed at the Start and End of the roll.
- e) The digitizing arrangement shall be one/two or more running pages per frame in comic or other mode with suitably selected technical targets giving all relevant information in the images (Can be changed based on the requirement of the concerned department)
- f) During microfilming, verify the microfilm against the index to confirm complete capture of the record collection and, after inspection, identify file number or titles on the film storage containers. Maintain the index in hard copy or electronic form and, if possible, on the roll microfilm for the life of the microfilm application.
- g) The Microfilm must be processed in the microfilm processor that meets archival standards.
- h) The processed microfilm rolls shall be accepted only after subjecting them to critical evaluation of methylene blue or Residual Thiosulfate test. After methylene blue test, the processed microfilm should contain no more than 0.007 mg of thiosulfate ion per square inch. The selected bidder shall provide the 3rd party test certificate for residual thiosulfates or methylene-blue test which is to be performed for 2% of the total micro films selected randomly within 10 days after processing of the film. No payment will be made for microfilms, if quality is not found satisfactory.
- i) If the supplied microfilms rolls do not meet the archival parameter as per Annexure-1, the contract will be terminated immediately. Any sub-standard or defective rolls or part thereof found within one year of execution of work shall be replaced without any extra cost.
- j) The Microfilm Roll shall be provided in good quality Plastic Box and shall contain complete index about the roll.
- k) A computerized list of the index of negative films will be prepared and pasted on the carton boxes of the negative microfilms being supplied. The computerized data will be supplied in the external hard disk.

- l) While on the assignment, the selected bidder will not make or retain any microfilm copy of the documents / records for any purpose whatsoever, except for submitting the microfilms to the RISL/concerned department as per the terms of the job.
- m) The selected bidder shall hand over all the computer hard disk to RISL/ concerned department after work is over. The selected bidder shall not copy or otherwise duplicate such information or knowingly allow anyone else to copy or otherwise duplicate such Information.

Work Flow of Documents for Micro Filming

The tentative work flow of data will be as follows:

Work Flow diagram of Document for Microfilming



2. ROLES AND RESPONSIBILITIES

2.1. Responsibilities of the User Department -

- I. To identify and appoint senior level nodal officers (s) and nodal team for facilitating successful project execution and decide quality of scanning i.e. B & W, Color, type of scanner, etc. in consultation with successful bidder.
- II. Provide selected bidder/ system integrator access to premises of its Department
- III. RISL, in consultation with the concerned Department’s Nodal officer will issue a work order for the volume of the work of the specified Department. The volume of work is to be confirmed by the respective Department /Nodal officers.
- IV. Approve the plan, prepared by the successful bidder for execution of work, verify the test scanning work, monitor the work of vendor on daily basis and provide support to selected bidder in finalizing the metadata, approval mechanism of digitized/scanned documents etc.

- V. Providing office space for the scanning work and provide the internet connectivity (minimum 1Mbps), raw power and infrastructure (Table, Chair, etc.) at all the offices where scanning is to be performed to the selected bidder.
- VI. Binding and un-binding of the documents/records will be handled by the concern user department.
- VII. Physical security (e.g. Provide closed storage for files, etc.) of the documents while in possession of the selected bidder.
- VIII. The concerned departments are required to configure their LANs so as to access the DMS at RISL.
- IX. Conduct periodic meetings with the System Integrator and monitor the progress of the project
- X. Highlight/ escalate the issues/ risks in the project and resolve and mitigate the issues/ risks
- XI. Review and approve project deliverables in consultation with RISL as per the RFP.
- XII. User Department will verify the work completed by the bidder on daily/regular basis and submit the verification report to RISL for releasing of payment to vendor as per payment terms.
- XIII. If department requires any language expert/specially skilled manpower for digitization/microfilming project then department will select language expert/specially skilled manpower and send their recommendation to RISL/DoIT&C for hiring of that language expert/specially skilled manpower under the department's project funds available with RISL/DoIT&C.

2.2. Responsibilities of the RISL –

- i. RISL in consultation with the concerned department shall certify the quantum of digitized records uploaded to RSDC server and release the payments to the selected bidder as per payment terms of the tender.

3. PROJECT DELIVERABLES, MILESTONES & TIME SCHEDULE:

The selected bidder is expected to carry out all work as specified above, under scope of work. The selected bidder is expected to carry out all ground work for implementation including documentation, coordination with user department and other stakeholders of the project, site survey, etc. These reports or deliverables are to be submitted timely by selected bidder to user department/RISL to ensure timely and smooth execution of the project. Certain key deliverables are identified for each of the parts/stages, which are mentioned hereunder. However, selected bidder has to prepare and submit day to day work progress report through online work management system (WMS) software and also provide any required information in form of reports in excel sheet and document, as desired by user department related to the project.

- a. The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the selected bidders shall arrange supplies and provide the required services within the specified period.

b. It should be noted that, any delay in the stipulated timelines, shall attract Liquidated Damages (LD) to the selected bidder as per the details mentioned in the subsequent sections of this bidding document.

I. Scanning & Digitization Work:

Scope of Work	Milestone	Deliverable (Reports/Documents & Infra)	Time of completion
Preparation of a work plan for project execution in consultation with user department	Work Plan	<ul style="list-style-type: none"> Work Plan 	T _w + 07 days
Project Start Site Survey and Site setup	Site Survey of identified user department locations Estimation of the requisite Hardware and manpower Installation of the requisite equipment at the locations as per the approved plan and project monitoring tool.	<ul style="list-style-type: none"> Site Survey report submission. Installation report of Equipment at each location submission After intimation of work plan, starting of scanning & Indexing work. 	T _w + 15 days
Scanning work & Indexing work	Scanning & verification of scanned documents of user department Indexing (Metadata feeding) of the documents, create the basic metadata & verify Indexed data.	<ul style="list-style-type: none"> Bidder should submit scanning& indexing Verification certificate from user department nodal/designated officer. 	T _w + 110 days
Provide Project Data	Scanning & Indexing of documents create the basic metadata and port the entire digitized collection into the existing/developed	<ul style="list-style-type: none"> Backup of data on hard disk & sign-off from the user department and also upload at the State Data Centre by assisting 	T _w + 120 days

	application.	department designated officers.	
--	--------------	---------------------------------	--

T_w = Date of issue of Work Order

Note: the above time line is illustrative for 10 lacs pages of documents, if quantity increases/decrease the number of units may be increase/decrease in that proportionate and number of days may also be increase/decrease accordingly and planning & set.

II. Microfilming Work:

Scope of Work	Milestone	Deliverable (Reports/Documents & Infra)	Time of completion
Preparation of a work plan for project execution in consultation with user department	Work Plan	<ul style="list-style-type: none"> Work Plan 	$T_w + 07$ days
Project Start Site Survey and Site setup	Site Survey of identified user department locations Estimation of the requisite Hardware and manpower Installation of the requisite equipment at the locations as per the approved plan and project monitoring tool.	<ul style="list-style-type: none"> Site Survey report submission. Installation report of Equipment at each location submission After intimation of work plan, starting of microfilming work. 	$T_w + 15$ days
Pre-Microfilming Quality Verification & Validation Work of Digitized Collection	Quality verification of scanned documents of user department, image enhancement, if required, Indexing (Metadata feeding) of the documents, create the basic metadata & verify Indexed data.	<ul style="list-style-type: none"> QC report of digitized collection 	$T_w + 30$ days
Provide Microfilming Rolls of Digitized	Microfilming of documents including	<ul style="list-style-type: none"> Delivery of microfilms rolls in 	$T_w + 40$ days

Collection	creation of basic metadata and transfer of entire digital collection on microfilm rolls	microfilm boxes • Submission of UAT certificate issued by user department	
------------	---	--	--

T_w= Date of issue of Work Order

Note: the above time line is illustrative for 10 lacs digitized pages of documents, if quantity increases/decrease the number of units may be increase/decrease in that proportionate and number of days may also be increase/decrease accordingly and planning & set.

4. INSTRUCTION TO BIDDERS (ITB)

1. Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or 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 proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- h) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the supply of the 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.
- i) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- j) No interest shall be payable on the bid security.
- k) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security of the rate contract for the contract period, or refunded if the successful bidder furnishes the full amount of performance security of the rate contract for the contract period.

- l) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - a. the expiry of validity of bid security;
 - b. the execution of agreement 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.

2. Sale of Bidding/ Tender Documents

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

3. Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - a. Last date of submitting clarifications requests by the bidder: Up to 5:00 PM on the date of pre-bid meeting
 - b. Response to clarifications by procuring entity: After seven days of pre-bid meeting
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

4. Changes in the Bidding Document

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

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

5. Period of Validity of Bids

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

6. Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory, uploaded only in PDF format with clear readability, and prescribed filename as mentioned in the table below
- c) A Single stage- Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. 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 Authorization Certificate	As per Annexure-3 (PDF) and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.
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-5 (PDF)
7.	Tender Form	As per Annexure-6 (PDF)

b. Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
a.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-8 (PDF)
b.	Financial Bid – Format	As per BoQ (.XLS) format as per Annexure-9

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

7. Cost & Language of Bidding

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

8. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all. However, a bidder shall quote for both packages. Bidder needs to submit separate bids for each package, if willing to participate in both packages.

9. Deadline for the submission of Bids

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

10. Withdrawal, Substitution, and Modification of Bids

- I. 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".
- II. Bids withdrawn shall not be opened and processes further.

11. Opening of Bids

- a. The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b. The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c. The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d. All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e. The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
 - I. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - II. bid is valid for the period, specified in the bidding document;
 - III. bid is unconditional and the bidder has agreed to give the required performance security; and

- IV. other conditions, as specified in the bidding document are fulfilled.
- V. any other information which the committee may consider appropriate.
- f. No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g. The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12. Clarification of Bids

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

13. Selection Method

The evaluation will be followed as described in the steps below:

- i. The bidder has to quote rates for all the listed items in the financial bid format.
- ii. Most competitive (lowest) rates/ quote would be selected for the Rate Contract.
- iii. The bidder's lowest total/cumulative price quoted for all the items shall be considered for evaluation to identified L1 bidder.
- iv. Next, the least individual item rates among the financial bids of the technically qualified bidders, will be taken and hence a least unit rate list will be prepared. Subsequently L1 will be asked to match this least unit rate list. On agreeing to this least unit rate list, L1 will be selected.
- v. In case of L1 bidder fail to match this least unit rates of each items, subsequent offers for matching this list shall be made to L2, L3 and so on up to Ln. And hence successful bidder may be selected.

14. Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- 1) The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- 2) 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.
- 3) A material deviation, reservation, or omission is one that,
 - i. if accepted, shall: -
 - a. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - b. 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.
- 4) The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- 5) 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

1. 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.
2. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST clearance certificate, within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
3. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (2) above.

c) Technical Evaluation Criteria

Bids shall be evaluated based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “Sealing and Marking of Bids”. Bidders are expected to quote for all the items. In case, a bidder does not quote for either of the item, the bid shall be summarily rejected and financial bid shall not be opened for the same bidder. Similarly, in case the proposal of a bidder is non-responsive for any item, the bidder shall be technically disqualified

d) Tabulation of Technical Bids

- a) If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b) The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

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;
- 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, and L3 etc. as per the selection criteria method mentioned in the bidding document. A list of L1, L2.... will be prepared accordingly.
- g) In case of exceptional high rate for any item/sub activity, negotiation shall be held with L1 firm on the quoted rate of respective item/sub activity. In case of failure of negotiation, rate contract for that particular item shall not be entered into.
- h) 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;
- i) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- j) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the works or service required to be procured.

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: -

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

17. Price/ purchase preference in evaluation

- a) 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.
- b) Price preference to MSME - Also, the notification issued by Finance Department on November 19, 2015 for giving preference to the local MSME shall be applicable to the bid.

18. Negotiations

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

19. Exclusion of Bids/ Disqualification

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

- 2) the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - 3) the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - 4) the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - 5) 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 government authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - 6) 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: -
- 1) communicated to the concerned bidder in writing;
 - 2) 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 situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

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 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 Lol shall constitute a binding contract.
 - i) The bid security of the bidders who's 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

1. 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.

2. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as 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 services of the original contract.

25. Execution of Agreement for Rate Contract

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

26. Work Order Issued to Bidders under Rate Contract

1. As per the project requirements, from time to time, the Purchaser shall issue work order to the successful bidder(s) for supply of various items as mentioned in the Rate Contract, however the rate contract does not guarantee the bidder to receive any minimum/committed number of work order(s) from RISL
2. The work order shall specify the quantity of various items to be supplied along with location details and delivery schedule for supply.

27. Performance Security

1. Prior to execution of agreement, Performance security shall be solicited from all successful bidder 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, 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.
2. The amount of performance security shall be 5% of the value of rate contract in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
3. The bid security for the successful/selected bidders shall be converted in to performance security for the contract period however during the contract period, if the cumulative

performance security against the work order placed to the selected bidder exceeds the deposited performance security i.e. 50,000,00, selected bidder will furnish additional security above the deposited amount in the form of Bank Guarantee of any scheduled/ nationalized/ commercial bank drawn in the name of Managing Director, RISL with validity beyond three months of contract period for the work order. After successful completion of the work order the additional performance security will be refunded to the bidder. If the bidder fails to submit the additional performance security within the specified period, as per work order. The work order shall be cancelled and the deposited bid/performance security may be forfeited.

4. 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 Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be 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.
5. Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
6. 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.
7. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
8. No interest shall be payable on the PSD.

28. Confidentiality

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

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

29. Cancellation of procurement process

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

30. Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting

- 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;
 - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - 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;
 - any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - 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;
 - any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
- c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

31. Conflict of Interest

A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to: -

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

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

32. Interference with Procurement Process

A bidder, who: -

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

33. Appeals

1. 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 there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - I. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - II. 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.
2. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
3. 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 on its 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.

4. The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
5. The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
First Appellate Authority: Principal Secretary, IT&C, GoR
Second Appellate Authority: Finance Secretary (Budget), Finance Department, GoR
6. Form of Appeal:
 - I. Every appeal under (a) and (c) above shall be as per Annexure-9 along with as many copies as there are respondents in the appeal.
 - II. 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.
 - III. 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.
7. Fee for Appeal: Fee for filing appeal:
 - I. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - II. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
8. Procedure for disposal of appeal:
 - I. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - II. 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.
 - III. 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.
 - IV. The order passed under (c) shall also be placed on the State Public Procurement Portal.
9. 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. Offenses by Firms/ Companies

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

37. Debarment from Bidding

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

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

38. Monitoring of Contract

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

39. Verification of Eligibility Documents by RISL

- i. RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document submitted by

the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTPP Act 2012.

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 Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "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.
- l) "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 goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1. Contract Documents:

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

2. Interpretation:

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

3. Language

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

4. Joint Venture, Consortium or Association

Consortium of firms is not eligible to bid. Further, the selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency.

5. Service of Notice, Documents & Orders

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

- c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

6. 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 work order.
- b) Unless otherwise stipulated in the contract for execution of work order, 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.

7. Delivery

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) Bidders shall be asked to supply the items as per specification within the specified delivery/ completion period at designated places within Jaipur and across the State of Rajasthan and the details of supply/ shipping and exact locations where the items need to be supplied shall be specified in the work order and/ or contract.
- c) 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.
- d) The Supplier/ Selected Bidder shall arrange to supply the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- e) This Rate Contract is primarily for the supply& delivery of materials within Jaipur.

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

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

9. Purchaser's Responsibilities

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

10. Contract Price

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

11. Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills or Performance Security Deposit (as the case may be).
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and Bid Security available with the department.
- 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.

12. 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.

13. Copyright:

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

14. 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.

15. Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under the Contract for execution of work order shall conform to the standards mentioned in work order and, when no

applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the work order. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

16. Packing and Documents

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

17. Transportation

The supplier/ selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of transport by sea, rail and road or air and delivery of the material in good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

18. Inspection

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

19. Rejection

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

20. Delivery period & Extent of Quantity – Repeat Orders

- a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- b) The selected bidder shall arrange supplies within the stipulated time period.
- c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

21. Freight

- a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the supplier's bill.
- b) R.R. should be sent under registered cover through Bank only.
- c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.
- d) Remittance charges on payment made shall be borne by the bidder.

22. Payments

- a) Advance Payment will not be made except in rare and special cases. In case of advance payment being made, it will be against proof of despatch and to the extent as prescribed in financial powers by rail/ reputed goods transport companies, etc., and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection not given to the bidder.
- b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F. & A.R all remittance charges will be borne by the bidder.
- c) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.

- d) 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.

23. Liquidated Damages (LD)

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of Stores with the bidder has failed to supply/ complete: -
- delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

24. Price Fall

If the selected bidder reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

25. Settlement of Disputes

Any dispute arising out of the contract shall be settled as per the provisions of Arbitration and Conciliation Act, 1996.

26. Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged

infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- i. the supply of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

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

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

27. 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.

28. Force Majeure

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

29. Change Orders and Contract Amendments

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

30. Termination

a) Termination for Default

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

b) Termination for Insolvency

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

c) Termination for Convenience

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

7 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. Bidders to Bid for all Items

Bidder must quote for all the items mentioned in the financial bid. In case, a bidder does not quote for any item, the bid shall be summarily rejected.

2. Payment Terms and Schedule

A. Payment schedule for Package-1: - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables) for scanning and digitization work, would be made as under: -

S. No.	Scope of Work	Deliverables	Timeline	Payment
1	Completion of activity as per scope of work	<ul style="list-style-type: none"> Weekly reports – Scanning and digitization status of the Documents Sign-off reports of 50% completion of scanning & digitization and/or data entry of documents from the concerned department 	Tw+70 Days	40% of the total value of cost of the scanning and digitization AND/OR Data Entry(if applicable)
2		<ul style="list-style-type: none"> Weekly reports – Scanning status of the documents Sign-off reports of 80% completion of Scanning & digitization and/or data entry of documents from the concerned department 	Tw+100 Days	30% of the total value of cost of the scanning/ and digitization AND/OR Data Entry(if applicable)
3		<ul style="list-style-type: none"> Weekly reports – Scanning status of the documents Sign-off reports of 100% completion of Scanning & digitization And/or data entry of documents from the concerned department 	Tw+120 Days	30% of the total value of cost of the scanning and digitization AND/OR Data Entry(if applicable)

Note: the above time line is for 10 lacs pages of documents, if quantity increases/decrease the number of units may be increase/decrease in that proportionate and number of days may also be increase/decrease accordingly and planning & set up time will not be affected by this.

Tw= Date of issuance of work order

B. Payment schedule for Package-2: - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables) for microfilming work, would be made as under: -

S. No.	Scope of Work	Deliverables	Timeline	Payment
1	Completion of activity as per scope of work	<ul style="list-style-type: none"> Weekly reports – Microfilming status of the Documents Sign-off reports of 50% completion of microfilming work 	T+25 Days	40% of the total value of cost of the Microfilming Work AND/OR Data Entry(if applicable)
2		<ul style="list-style-type: none"> Weekly reports – Microfilming status of the documents Sign-off reports of 80% completion of Microfilming work 	T+35 Days	30% of the total value of cost of the Microfilming Work AND/OR Data Entry(if applicable)
3		<ul style="list-style-type: none"> Weekly reports – Scanning status of the documents Sign-off reports of 100% completion of microfilming work 	T+40 Days	30% of the total value of cost of the Microfilming Work AND/OR Data Entry(if applicable)

Note: the above time line is for 10 lacs digitized pages of documents, if quantity increases/decrease the number of units may be increase/decrease in that proportionate and number of days may also be increase/decrease accordingly and planning & set up time will not be affected by this.

T = Date of issuance of work order

- i) The Cost of Digitization and/or microfilming work will be calculated based on the record/pages finalized by the concerned department. The cost will be based on the price quoted by bidder in this tender response. Invoice will be raised separately for the concerned department to RISL. Payment will be made for the invoices submitted by the selected bidder for each concerned department where task is completed with complete details including page size, metadata entry, etc. of digitized records.
- ii) All payments would be made on actual basis only.
- iii) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing the services and goods delivered along with

required documents pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.

- iv) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- v) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- vi) All remittance charges will be borne by the supplier/ selected bidder.
- vii) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- viii) 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.
- ix) Any penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.
- x) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

C. Penalties

The scanned/digitized images shall be verified by the designated Nodal Officer of the concerned department. The scanned images shall be compared with reference to the original document. The selected bidder shall be penalized based on the evaluation of the accuracy of digitized data

a) Data Accuracy-

i. Scanning and digitization of records/documents

S. No.	Service Criteria	Penalties
1	No. of erroneous records found is 5% of total pages	No penalty shall be imposed. The selected bidder shall re-scan all the erroneous documents with no extra payment
2	No. of erroneous records found is > 5% <= 10% of total pages	The selected bidder shall re-scan all the erroneous documents with no extra payment. 2% of cost will be deducted from the payment.
3	No. of erroneous records found is > 10% <= 15% of total pages	The selected bidder shall re-scan all the erroneous documents with no extra payment. 5% of cost will be deducted from the payment.
4	No. of erroneous records found is > 15% <= 20% of total pages	The selected bidder shall re-scan all the erroneous documents with no extra payment. 10% of cost will be deducted from the payment.

Note:

- Accuracy of less than 80% will be considered as the Breach of the Contract and may lead to termination the contract as mentioned in the “Termination of contract” section.
- It shall be responsibility of the selected bidder to rescan, index and upload all erroneous scanned images in the application.
- The maximum penalty at any point of time and for any period should not exceed 10% of Scanning and digitization services cost as per the Commercial Bid submitted by the bidder. If the error exceeds 20% of the total Scanning and digitization work of records, RISL/concerned department reserves the right to terminate the contract.
- Under no circumstances shall the original documents be changed, mutilated, destroyed or replaced by some other documents. Any damage to the documents will lead to heavy penalty for the vendor (Rs. 500/- per document page). Thus the selected bidder shall take utmost care of the documents taken for scanning. The penalty shall be calculated and deducted from the immediate payment due of Scanning and digitization services cost.

ii. Meta -Data entry

The penalty will be imposed on incorrect meta data entry performed by the selected bidder as-

S. No.	Service Criteria	Penalties
1	Erroneous entered data found is 5% of total metadata entries	No penalty shall be imposed. The selected bidder shall re-enter all the erroneous data with no extra payment.
2	Erroneous entered data found is > 5% <= 10% of total metadata entries	The entire batch of data entry will be cancelled. The selected bidder shall re enter all the erroneous data with no extra payment. 2 % of cost will be deducted from the payment
3	Erroneous entered data found is > 10% <= 15% of total metadata entries	The entire batch of data entry will be cancelled. The selected bidder shall re enter all the erroneous data with no extra payment. 5% of cost will be deducted from the payment
4	No of erroneous records found is > 15% <= 20% of total metadata entries	The selected bidder shall re-scan all the erroneous documents with no extra payment. 10% of cost will be deducted from the payment

Note-

- Accuracy of less than 80% will be considered as the Breach of the Contract and may lead to termination the contract as mentioned in the “Termination of contract” section.
- The maximum penalty at any point of time and for any period should not exceed 10% of meta - data entry cost as per the Commercial Bid submitted by the bidder. If the error exceeds 20% of the total metadata entries, RISL/concerned department reserves the right to terminate the contract.

iii. Data entry of legacy files/documents

The penalty will be imposed on incorrect data entry performed by the selected bidder per page as-

S. No.	Service Criteria	Penalty
1	Erroneous entered data found is up to 5% of total pages	No penalty shall be imposed. The selected bidder shall re-enter all the erroneous data with no extra payment.
2	Erroneous entered data found is > 5% <= 10% of total pages	The entire batch of data entry will be cancelled. The selected bidder shall re enter all the erroneous data with no extra payment. 2% of cost will be deducted from the payment
3	Erroneous entered data found is > 10% <= 15% of total pages	The entire batch of data entry will be cancelled. The selected bidder shall re enter all the erroneous data with no extra payment. 5% of cost will be deducted from the payment
4	Erroneous entered data found is > 15% <= 20% of total pages	The entire batch of data entry will be cancelled. The selected bidder shall re enter all the erroneous data with no extra payment. 10% of cost will be deducted from the payment

Note-

- Maximum 45 lines per page of A4 and 60 lines of Legal size paper will be considered as a one page. 5% or more lines are found incorrect in any data entry of a page will be considered as “Erroneous Page”.
- Accuracy of less than 80% will be considered as the Breach of the Contract and may lead to termination the contract as mentioned in the “Termination of contract” section.
- The maximum penalty at any point of time and for any period should not exceed 10% of data entry cost as per the Commercial Bid submitted by the bidder. If the error exceeds 20% of the total Data entry of legacy files/documents, RISL/concerned department reserves the right to terminate the contract.
- Under no circumstances shall the original documents be changed, mutilated, destroyed or replaced by some other documents. Any damage to the documents will lead to heavy penalty for the vendor (Rs. 500/- per document page). Thus the selected bidder shall take utmost care of the documents taken for scanning. The penalty shall be calculated and deducted from the immediate payment due of Data entry services cost.

The overall penalty at any point of time and for any period should not exceed 10% of total cost of that work order.

iv. Microfilming of digitized documents

The penalty will be imposed on incorrect work performed by the selected bidder per image as-

S. No.	Service Criteria	Penalty
1	Erroneous found is up to 5% of total frames	No penalty shall be imposed. The selected bidder shall rectify the erroneous with no extra payment.
2	Erroneous found is > 5% <= 10% of total frames	The entire microfilming will be cancelled. The selected bidder shall rectify the erroneous with no extra payment. 2% of cost will be deducted from the payment
3	Erroneous found is > 10% <= 15% of total frames	The entire microfilming will be cancelled. The selected bidder shall rectify the erroneous with no extra payment. 5% of cost will be deducted from the payment
4	Erroneous found is > 15% <= 20% of total frames	The entire microfilming will be cancelled. The selected bidder shall rectify all the erroneous with no extra payment. 10% of cost will be deducted from the payment

Note-

- If any frame not found properly visible, it will be considered as “Erroneous”.
- Accuracy of less than 80% will be considered as the Breach of the Contract and may lead to termination the contract as mentioned in the “Termination of contract” section.
- The maximum penalty at any point of time and for any period should not exceed 10% of data entry cost as per the Commercial Bid submitted by the bidder. If the error exceeds 20% of the total Data entry of legacy files/documents, RISL/concerned department reserves the right to terminate the contract.
- Under no circumstances shall the original documents be changed, mutilated, destroyed or replaced by some other documents. Any damage to the documents will lead to heavy penalty for the vendor (Rs. 500/- per document image/page). Thus the selected bidder shall take utmost care of the digitized documents taken for microfilming. The penalty shall be calculated and deducted from the immediate payment due of Data entry services cost.

The overall penalty at any point of time and for any period should not exceed 10% of total cost of that work order.

D. Change Requests/ Management

- An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- RISL may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -

- Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
 - The method of deployment, shipping or packing.
 - Schedule for Installation Acceptance.
 - The place of delivery and/or the services to be provided by the bidder.
- iii) The change request/ management procedure will follow the following steps: -
- Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL.
 - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the bidder.
 - Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments.
 - Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
 - Verification of the change - The change will be verified by RISL on implementation of the change request.
- iv) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.
- v) While approving any change request, if required, RISL may ask the bidder to deploy the required resources on-site.
- vi) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RISL change order which shall not be unreasonably withheld or delayed.

E. Other Special Terms

- a) In case of any errors/ inaccuracies remain in supply and services even after the final approval of data/report from the purchaser, then the selected bidder has to take corrective actions on bidder's part (including all related expenditure on any such measures). In such cases, due to delay in delivery schedule, the LD as per clause "liquidated damage" would be applicable.
- b) In case, the delay in completing the task in the given time-frame, penalty will be imposed beyond LD. If the delay is due to equipment's break up or unavailability of manpower, a fifteen days extension may be provided on request of bidder for completing the task. If the work has not completed in the given extension period, the penalty of one percent amount of the work order value for that particular item will be imposed for per fifteen days period till completion of the task.

- c) Further, the purchaser reserves the right to decline the supply or imposition of penalty in case of errors/ inaccuracies or substantial errors in the supplied goods.

ANNEXURE-1: TECHNICAL SPECIFICATIONS and STANDARDS

Note: All the specifications below are minimum specifications and higher specifications shall be used wherever necessary/required. Deviation on higher side shall only be considered and no extra weightage shall be awarded for such deviations.

a) Microfilm's Technical Specifications-

Microfilm		Make & Model: (To be filled)	
S. No.	Parameter	Specification (Minimum Requirement)	Compliance (Y/N)
1	Microfilm Type	Master : <ul style="list-style-type: none"> • Width-35mm and Length 30.5-910 m • Perforated or non-perforated silver-gelatine on a polyester base • LE-500 or equivalent • Kodak/Agfa/Image Link/Fuji/etc. 	Y
2	Resolution	Resolution chart must be exposed at the start and end of the roll	Y
3	Reduction Ratio	1/10 to 1/20	Y
4	Background Density Target	Normal Documents- 0.9-1.2 (ideal 1) Bad quality documents – within 0.8 to 1.4 As per ISO 6200:1999 Standards	Y
5	Gutter Space (Space between two frames)	1 mm (minimum)	Y
6	Film Leader/Trailer	leader of no less than a 50 cm of film before the first target of the roll and no less than a 50 cm trailer after the last target of the roll of film.	Y
7	Residual Thiosulfate	LE-500 films should contain no more than 0.007 mg of thiosulfate Ion per square inch.	Y

Note- The bidder will provide undertaking for support of one year on its letterhead for replacement of any sub-standard or defective rolls or part thereof found within one year of execution of work to be replaced without any extra cost.

ANNEXURE - 2: PRE-BID QUERIES FORMAT

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/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.



ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

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-4: SELF-DECLARATION {to be filled by the bidder}

To,
{Procuring entity},

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To,

{Procuring Entity},

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-6: TENDER FORM

Reference No. F4.3 (197)/RISL/Tech/2016/Part-I

Dated:

Addressed to:

Name of the Tendering Authority	Managing Director, RajCOMP Info Services Limited (RISL)
Address	First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Telephone	0141- 2229394, 5103902
Tele Fax	0141-2228701
E-mail	aqueel.risl@rajasthan.gov.in (clearly mention the NIT no. in the subject of the mail)

Firm Details:

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm Put Tick () mark	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	E-mail:		Website:	
Fax No.				
Mobile Number	Mobile 1:		Mobile 2:	
Certification/ Accreditation/ Affiliation, if any				

- a) The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- b) The requisite RISL processing fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- c) The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. / BG No. _____ dated _____.
- d) We agree to abide by all the terms and conditions mentioned in this form issued by the Procurement Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

ANNEXURE-7: FORMAT FOR SUBMISSION OF PROJECT REFERENCES

Project Name:	Value of Contract/ Work Order (In INR): Value received till date (In INR): Value of Services/ Activities having similar scope with respect to the Rate Contract against which the Bid is submitted (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Number of Sites or Locations covered	Number of Users of the implemented solution
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company	

Note: Please attach a copy of the work order/ completion certificate/ CA certificate for each project reference and use separate format for each project.

ANNEXURE-8: FINANCIAL BID COVER LETTER

To,

{Procuring Entity},

Reference: NIB No.: _____ Dated: _____

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

ANNEXURE-9: FINANCIAL BID FORMAT

Package-1: Scanning and Digitization Work

Sr. No.	Item Description	Page Size	Qty.	Unit	Unit Rate including all taxes levies and duties but excluding GST	GST (if applicable)	Total Amount including all taxes
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)=D*(F+G)
ADF Scanner							
1	Cost of Scanning of document (b & w/ greyscale) (A)	A0	888000	Nos			
		A1	888000	Nos			
		A2	888000	Nos			
		A3	3200000	Nos			
		A4	4000000	Nos			
		A5	888000	Nos			
2	Cost of Scanning of document (colour) (B)	A0	352000	Nos			
		A1	352000	Nos			
		A2	352000	Nos			
		A3	1280000	Nos			
		A4	1920000	Nos			
		A5	352000	Nos			
3	Flatbed Scanner						
	Cost of Scanning of document (b & w/ greyscale) (A)	A0	21000	Nos			
		A1	21000	Nos			
		A2	21000	Nos			
		A3	96000	Nos			

		A4	100000	Nos			
		A5	21000	Nos			
4	Cost of Scanning of document (colour) (B)	A0	9000	Nos			
		A1	9000	Nos			
		A2	9000	Nos			
		A3	34000	Nos			
		A4	50000	Nos			
		A5	9000	Nos			
Overhead Scanner (Normal)							
5	Cost of Scanning of document (b & w/ greyscale) (A)	A0	268800	Nos			
		A1	268800	Nos			
		A2	268800	Nos			
		A3	1228800	Nos			
		A4	1280000	Nos			
		A5	268800	Nos			
6	Cost of Scanning of document (colour) (B)	A0	115200	Nos			
		A1	115200	Nos			
		A2	115200	Nos			
		A3	435200	Nos			
		A4	640000	Nos			
		A5	115200	Nos			
Overhead Scanner (Bookeye)							
7	Cost of Scanning of document (b & w/ greyscale) (A)	A0	201600	Nos			
		A1	201600	Nos			
		A2	201600	Nos			
		A3	921600	Nos			

		A4	960000	Nos			
		A5	201600	Nos			
8	Cost of Scanning of document (colour) (B)	A0	86400	Nos			
		A1	86400	Nos			
		A2	86400	Nos			
		A3	326400	Nos			
		A4	480000	Nos			
		A5	86400	Nos			
9	Cost of data entry per field/attribute (D) (up to 20 character)	NA	12800000	Nos			
10	Cost of data entry per field/attribute (D) (21-30 character)	NA	6400000	Nos			
11	Cost of data entry per field/attribute (D) (31-40 character)	NA	6400000	Nos			
12	Cost of data entry per field/attribute (D) (41 and above character)	NA	6400000	Nos			
13	Cost of Typing work per page-A4 size(E)	A4	19200	Nos	Nos		
14	Cost of Typing work per page-Legal (F)	Legal	12800	Nos	Nos		
15	Cost of OCR (G)	A4	3200	Nos	Nos		
16	Cost of preservation of		320000	Nos			

	damaged documents of different size						
17	Cost of CD writing including CD & Cover with data/document		32000	Nos			
18	Cost of DVD writing including DVD & Cover with data/document		32000	Nos			
19	Cost of external Hard-Disk(1TB) for Archival Purpose		100	Nos			
20	Cost of external Hard-Disk(2TB) for Archival Purpose		100	Nos			
21	Application software for data capturing, digitization tracking and data uploading		LS	LS			
Total Cost							

Package-2: Microfilming Work

Sr. No.	Item Description	Page Size	Qty.	Unit	Unit Rate including all taxes levies and duties but excluding GST	GST (if applicable)	Total Amount including all taxes
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)=D*(F+G)
1	Cost of	NA	8000000	Frames			

	Microfilming Work per frame (C)						
Total Cost							

Note: The above mentioned items & quantities are only indicative for evaluation/calculation purpose and may increase/decrease as per actual requirements. And the above quoted rates would be applicable for the entire duration of the rate contract for any quantity or item for total amount of Rs. 20 Cr. and 5 Cr. respectively for both the packages.

1. The quantity mentioned in the financial bid is only for calculation purpose. Actual quantity may vary as per requirements. Any item's order may be given of any quantity under limit of total project value.
2. The selection method is Least Cost Based Selection (LCBS or L1) i.e. total quoted lowest price/ financial bid. The evaluation will be done as mentioned in this bid document.
3. Bidder is expected to submit the per unit quote.
4. The prices offered by the bidder for the above-mentioned items should include all incidental charges.
5. No Business Guarantee through this rate contract.

ANNEXURE-10: UNDERTAKING FOR REPLACEMENT OF MICROFILM

(to be provided by bidder on its letterhead)

(Indicative Format)

To,

{Procuring Entity},

Subject: Undertaking for Replacement of Microfilm

Reference: NIB/ RFP Ref. No. _____ dated _____

Sir,

We {name and address of the bidder} on behalf of <<name of OEM>> of the microfilm, undertake support of one year for replacement of any sub-standard or defective rolls or part thereof found within one year of execution of work without any extra cost.

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

ANNEXURE-11: DRAFT AGREEMENT FORMAT FOR RATE CONTRACT

This Agreement for Rate Contract is made and entered into on this _____ day of _____, 2020 by and between RajCOMP Info Services Ltd. (RajCOMP), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

M/s _____, a company registered under the Indian Companies Act, 1956 with its registered office at _____ (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

Purchaser is desirous of appointing an agency for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIT No _____>.

And whereas

M/s _____ represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIT and RFP document issued in this regard, in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

Purchaser has accepted the bid of M/s _____ and has placed the Letter of Rate Contract having Reference No. _____ dated _____, on which M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

M/s _____ has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as Bid Security for the due performance of the rate contract.

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

1. The NIT Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this rate contract and are binding on both the parties executing this rate contract.
2. This Agreement for Rate Contract shall remain valid for all the work orders to be issued to M/s _____ during the entire period of this Rate Contract.
3. In consideration of the payment to be made by RISL to M/s _____ at the rates set forth in the Letter of Rate Contract Reference No. _____ dated _____, will duly supply the said articles set forth in all the work orders to be issued during the period of rate contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by M/s _____.
4. The RISL do hereby agree that if M/s _____ shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to M/s _____, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to M/s _____ and completed by M/s _____ within the period as specified in the work order to be issued to M/s _____ during the period of rate contract.
6. In case of extension in the delivery period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which M/s _____ has failed to supply or complete the work: -

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ warranty services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10%.
- iii. If M/s _____ requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority

which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of M/s _____.
- 7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2020.

Signed By:	Signed By:
() Designation: Company:	() Designation: Company: RISL, Govt. of Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: Company: RISL, Govt. of Rajasthan
() Designation: Company:	() Designation: Company: RISL, Govt. of Rajasthan

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: INDICATIVE CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement ("Agreement") is made on this _____ day of _____, 2019

BETWEEN

RaiCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ DoIT&C, which expression shall, unless repugnant to the context hereof 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 / Selected Bidder', 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

- a. The RISL wishes to appoint an agency for Hiring of Specialized Manpower for IT Consultancy /eGovernance Consultancy Services. For the purpose there will be a requirement to exchange certain information related to RISL / DoIT&C which is proprietary and confidential information.
- b. The RISL is willing to disclose such information to only on the terms and conditions contained in this Agreement. The Selected Bidder agrees to hold the Covered Data and Information in strict confidence. The Selected Bidder shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/DoIT&C/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 context otherwise requires:**1.1. "Confidential Information" shall mean**

- a) any and all information concerning RISL, DOIT&C, User departments of Government of Rajasthan, State Data Centre (SDC), Disaster Recovery (DR) Site or any other successor,
- b) any and all trade secrets or other confidential or proprietary information related and hosted in State Data Centre (SDC) and Disaster Recovery (DR) Site
- c) Login credentials of user and department identifications, or other information that may be used to access information systems, networking diagrams, technical specifications of IT/Non IT equipment and policies.

- 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 RISL, DOIT&C, User departments of Government of Rajasthan, State Data Centre (SDC), Disaster Recovery (DR) Site or any other successor and

is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.

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

- 2.1. Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data are shall be used by the Selected 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 or its representative. Selected Bidder 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 Selected Bidder without the express written permission of the RISL, 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 Selected 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 Selected Bidder shall be treated as a breach of this Agreement by the Selected Bidder.
- 2.4. Confidential and Proprietary Information shall not be disclosed by the Selected 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 Selected Bidder; or
 - b. was, at the time of receipt, otherwise known to the Selected Bidder without restriction as to use or disclosure; or
 - c. becomes known to the Selected Bidder from a source other than the RISL and/or other departments/PSU without a breach of this Agreement by the Selected Bidder; or
 - d. is developed independently by the Selected 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 3 years of the expiry of the agreement, the Selected 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, without the prior written consent of the RISL.
- 3.2. Whereas, the RISL 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 Selected Bidder), had entered into an agreement with the Selected 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 Selected 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 Selected 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 Selected 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 Selected Bidder shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the RISL and if this is violated, the RISL 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 shall have the entire control over the functioning of the Selected Bidder and the Selected Bidder shall work according to the instruction of the RISL and in case if this is violated by the Selected Bidder in any mode or manner, the RISL 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 Selected Bidder permits any person or persons without permission of the RISL 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 equipment 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 or;
- 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 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.

3.8 Selected Bidder shall report to RISL any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by RISL. Selected Bidder shall make the report to RISL within not less than one (1) business day after Selected Bidder learns of such use or disclosure. Selected Bidder 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 Selected Bidder has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e) What corrective action Selected Bidder has taken or shall take to prevent future similar unauthorized use or disclosure.

Selected Bidder shall provide such other information, including a written report, as reasonably requested by RISL / DoIT&C.

3.9 The Selected 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 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.

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:	() Managing Director Rajcomp Info Services Limited, Jaipur
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: Rajcomp Info Services Limited, Jaipur
() Designation: Company:	() Designation: Rajcomp Info Services Limited, Jaipur