

2013

## RajCOMP Info Services Limited (RISL)

RFP Template for Preparation of Bidding/ RFP Document for System Integration (SI) Projects based on Open Competitive Bidding through eProc/ eTender

*This document provides a broad framework and guidelines for RISL Staff in drafting the Bidding/ RFP Document for the selection of a System Integrator for System Integration Projects. It is drafted in compliance to “The Rajasthan Transparency Public Procurement Act 2012”.*



## Document History

<b>Overview</b>	<b>RISL - RFP Template – SI Projects – Open Competitive Bidding (eProc/ eTender)</b>
<b>Document Title</b>	RFP Template for Preparation of Bidding document for SI Projects based on Open Competitive Bidding (eProc/ eTender)
<b>Document Status</b>	Draft
<b>Abstract</b>	This document provides a broad framework and guidelines for RISL staff in drafting the Bidding/ RFP Document for the selection of a System Integrator for System Integration Projects. It is based upon “The Rajasthan Transparency in Public Procurement Act 2012 (Act No. 21 of 2012” and the rules thereto.

## Document Publication History

<b>Date</b>	<b>Author</b>	<b>Reviewer</b>	<b>Remarks</b>
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## Distribution

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	All POICs, RISL	RISL, Jaipur
	All Consultants, RISL	RISL, Jaipur

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**Important Note: -**

The text highlighted with **<YELLOW>** should be replaced with the appropriate value/ text as per the project requirements while the text highlighted with **<TURQUOISE>** is a guideline/ tip and should not be mentioned in the RFP document.

The text within <> is to be filled by the Project OIC only.

The text within { } is to be filled by the Bidders/ OEMs only.

## Table of Contents

### Contents

A) TEMPLATE FOR OPEN COMPETITIVE BIDDING: SYSTEM INTEGRATION (EPROC)	8
ABBREVIATIONS & DEFINITIONS .....	10
1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB) .....	14
2. PROJECT PROFILE & BACKGROUND INFORMATION.....	17
1) Project Profile	17
2) About the Department	17
3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA.....	18
4. SCOPE OF WORK, DELIVERABLES & TIMELINES .....	21
1) Details of work (SoW)	21
2) Roles & Responsibilities of Stakeholders (Other than SI)	22
3) Project Deliverables, Milestones & Time Schedule	22
5. INSTRUCTION TO BIDDERS (ITB).....	24
1) Sale of Bidding/ Tender Documents	24
2) Pre-bid Meeting/ Clarifications	24
3) Changes in the Bidding Document	24
4) Period of Validity of Bids	25
5) Format and Signing of Bids	25
6) Cost & Language of Bidding	27
7) Alternative/ Multiple Bids	27
8) Bid Security (EMD):	27
9) Deadline for the submission of Bids	29
10) Withdrawal, Substitution, and Modification of Bids	29
11) Opening of Bids	29
12) Selection Method:	30
13) Clarification of Bids	30
14) Evaluation & Tabulation of Technical Bids	31
15) Evaluation & Tabulation of Financial Bids	32
16) Correction of Arithmetic Errors in Financial Bids	33
17) Comparison of rates of firms outside and those in Rajasthan	34
18) Price/ purchase preference in evaluation	34
19) Negotiations	34
20) Exclusion of Bids/ Disqualification	35

21)	Lack of competition	35
22)	Acceptance of the successful Bid and award of contract	36
23)	Information and publication of award	37
24)	Procuring entity's right to accept or reject any or all Bids	37
25)	Right to vary quantity	37
26)	<b>Dividing quantities among more than one bidder at the time of award (optional)</b>	38
27)	Performance Security	38
28)	Execution of agreement	39
29)	Confidentiality	40
30)	Cancellation of procurement process	40
31)	Code of Integrity for Bidders	41
32)	Interference with Procurement Process	42
33)	Appeals	42
34)	Stay of procurement proceedings	44
35)	Vexatious Appeals & Complaints	44
36)	Offenses by Firms/ Companies	45
37)	Debarment from Bidding	45
38)	Monitoring of Contract	46
6.	GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT .....	47
	Definitions	47
1)	Contract Documents	49
2)	Interpretation	49
3)	Language	49
4)	Joint Venture, Consortium or Association	50
5)	Eligible Goods and Related Services	51
6)	Notices	51
7)	Governing Law	51
8)	Scope of Supply	52
9)	Delivery & Installation	52
10)	Supplier's/ Selected Bidder's Responsibilities	52
11)	Purchaser's Responsibilities	53
12)	Contract Price	53
13)	Recoveries from Supplier/ Selected Bidder	53
14)	Taxes & Duties	53
15)	Copyright	54

16)	Confidential Information	54
17)	Sub-contracting	55
18)	Specifications and Standards	55
19)	Packing and Documents	56
20)	Insurance	57
21)	Transportation	57
22)	Inspection	57
23)	Samples	58
24)	Drawl of Samples	58
25)	Testing charges	59
26)	Rejection	59
27)	Extension in Delivery Period and Liquidated Damages (LD)	59
28)	Authenticity of Equipment	61
29)	Warranty	61
30)	Patent Indemnity	62
31)	Limitation of Liability	63
32)	Change in Laws & Regulations	64
33)	Force Majeure	64
34)	Change Orders and Contract Amendments	65
35)	Termination	65
a)	Termination for Default	65
b)	Termination for Insolvency	66
c)	Termination for Convenience	66
36)	Settlement of Disputes	66
7.	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT.....	68
1)	Payment Terms and Schedule	68
2)	Service Level Standards/ Requirements/ Agreement	69
3)	Change Requests/ Management	69
	ANNEXURE-1: BILL OF MATERIAL (BoM).....	71
	ANNEXURE-2: TECHNICAL SPECIFICATIONS.....	72
	ANNEXURE-3: PRE-BID QUERIES FORMAT {TO BE FILLED BY THE BIDDER}.....	73
	ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE {TO BE FILLED BY THE BIDDER}.....	74
	ANNEXURE-5: SELF-DECLARATION {TO BE FILLED BY THE BIDDER}.....	75
	ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {TO BE FILLED BY THE BIDDER}.....	76
	ANNEXURE-7: DECLARATION BY BIDDER {TO SIGNED BY SELECTED BIDDER}.....	77

ANNEXURE-8: MANUFACTURER'S AUTHORIZATION FORM (MAF) {TO BE FILLED BY THE OEMS}.....	78
ANNEXURE-9: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS .....	79
{TO BE FILLED BY THE BIDDER (ON RS. 100/- NON-JUDICIAL STAMP PAPER)}.....	79
ANNEXURE-10: COMPONENTS OFFERED – BOM {TO BE FILLED BY THE BIDDER} .....	80
ANNEXURE-11: FINANCIAL BID COVER LETTER & FORMAT .....	81
COVER LETTER {TO BE SUBMITTED BY THE BIDDER ON HIS LETTER HEAD} .....	81
ANNEXURE-12: BANK GUARANTEE FORMAT {TO BE SUBMITTED BY THE BIDDER'S BANK}.....	85
ANNEXURE-13: DRAFT AGREEMENT FORMAT {TO BE MUTUALLY SIGNED BY SELECTED BIDDER AND PROCURING ENTITY}.....	90
ANNEXURE-14: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE .....	92
ANNEXURE-15: FORMAT FOR CONSORTIUM AGREEMENT .....	93
ANNEXURE-16: MEMORANDUM OF APPEAL UNDER THE RTTP ACT, 2012 .....	96

**a) Template for Open Competitive Bidding: System Integration (eProc)**
**Draft Request for Proposal (RFP) Document for**
**<Project Title><sup>1</sup>**
**[Reference No. <Ref. No.> dated <date>]<sup>2</sup>**

<b>Mode of Bid Submission</b>	Online though eProcurement/ eTendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, First Floor, C-Block, YojanaBhawan, TilakMarg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Date &amp; Time of Pre-bid meeting</b>	<date> at <time> <sup>3</sup>
<b>Last Date &amp; Time of Submission of Bid</b>	<date> at <time> <sup>4</sup>
<b>Date &amp; Time of Opening of Technical Bid</b>	<date> at <time> <sup>5</sup>

**Bidding Document Fee: Rs. <please specify> (Rupees <please specify> only)**

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

**RajCOMP Information Services Limited (RISL)**

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

Phone: 0141-5103902 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>, Email: <Project OIC email address>

<sup>1</sup>Please specify the <project title>

<sup>2</sup>Please specify the <procurement reference number and date> as per the approved NIB (on file)

<sup>3</sup>Please specify the <date> and <time> as per the approved NIB

<sup>4</sup>Please specify the <date> and <time> as per the approved NIB

<sup>5</sup>Please specify the <date> and <time> as per the approved NIB



## **TABLE OF CONTENTS**

<b>S.No.</b>	<b>Chapter</b>	<b>Page</b>
	Abbreviations & Definitions	<Page Number> <sup>6</sup>
1.	Chapter-1: Invitation for Bids (IFB) and Notice Inviting Bids (NIB)	<Page Number>
2.	Chapter-2: Project Profile& Background Information	<Page Number>
3.	Chapter-3: Pre-qualification/ Eligibility Criteria	<Page Number>
4.	Chapter-4: Scope of Work, Deliverables and Timelines	<Page Number>
5.	Chapter-5: Instruction to Bidders (ITB)	<Page Number>
6.	Chapter-6: General Terms and Conditions of Tender &Contract	<Page Number>
7.	Chapter-7: Special Terms and Conditions of Tender &Contract	<Page Number>
<b>Annexures/ Bidding Forms</b>		
1.	Bill of Material (BoM)	<Page Number>
2.	Technical Specifications	<Page Number>
3.	Pre-Bid Queries Format	<Page Number>
4.	Bidder's Authorisation Certificate	<Page Number>
5.	Self-Declaration	<Page Number>
6.	Certificate of Conformity/ No Deviation	<Page Number>
7.	Declaration by Bidders	<Page Number>
8.	Manufacturer's Authorisation Form (MAF) – Indicative Format	<Page Number>
9.	Undertaking of Authenticity of Computer Equipment	<Page Number>
10.	Components Offered – BoM	<Page Number>
11.	Financial Bid Format (BoQ Format)	<Page Number>
12.	Bank Guarantee (BG) Formats – Bid Security& Performance Security (PBG)	<Page Number>
13.	Draft Agreement Format	<Page Number>
14.	Format for submission of Project references for Pre-qualifications experience	<Page Number>
15.	Format for Consortium Agreement	<Page Number>
16.	Memorandum of Appeal under the RTPP Act, 2012	<Page Number>
17.	<Please add more Annexure as per the requirement of the Project> <sup>7</sup>	<Page Number>

<sup>6</sup>Please specify the page numbers (only after the RFP is complete)

<sup>7</sup>Please add additional Annexures, as per the project requirements

## **ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in PublicProcurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	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.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Contract/ Project Period</b>	The Contract/ Project Period shall commence from the date of issue of Work order till <Number of Years> Years of Operations & Maintenance Services after commissioning of the project. <sup>8</sup>
<b>COTS</b>	Commercial Off The Shelf Software
<b>Day</b>	A calendar day as per GoR/ Gol.
<b>DeitY, Gol</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>eGRAS</b>	Online Government Receipts Accounting System (e-GRAS) is an e-

<sup>8</sup>Please specify the Contract/ Project Period as per the project requirements.

	Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). e-GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: <a href="https://e gras.raj.nic.in/">https://e gras.raj.nic.in/</a>
<b>ETDC</b>	Electronic Testing & Development Center
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	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)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee

<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
<b>RajSWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>RISL</b>	RajCOMP Info Services Limited
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>RVAT</b>	Rajasthan Value Added Tax
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>SSDG</b>	State Services Delivery Gateway
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>VAT/ CenVAT</b>	Value Added Tax/ Central VAT

WO/ PO	Work Order/ Purchase Order
<add more>	<please specify>

*[Tip: Once done, please sort the Column-1 of the table above in Alphabetical Order]*

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

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, YojanaBhawan, C-Block, TilakMarg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: &lt;please specify&gt;</li> <li>Designation: &lt;please specify&gt;</li> <li>Address: First Floor, YojanaBhawan, C-Block, TilakMarg, C-Scheme, Jaipur-302005 (Rajasthan)</li> <li>Email: &lt;please specify&gt;</li> </ul>
<b>Subject Matter of Procurement</b>	<please specify:[the nature, quantity, time and place of delivery of the goods to be supplied, the works to be executed, or the services to be provided]>
<b>Bid Procedure</b>	Single-stage: <one/ two> part (envelop) open competitive eBid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	<please specify: [Least Cost Based Selection (LCBS)-L1/ Quality cum Cost Based Selection (QCBS)/ Other: please specify]>
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://www.rajasthan.gov.in">http://www.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a> and &lt;please specify&gt;</li> <li>Bidding document fee: &lt;Rs. In figures&gt; (Rupees &lt;in words&gt; only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: &lt;Rs. In figures&gt; (Rupees &lt;in words&gt; only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	<please specify in Figures and Words>
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): &lt;please specify: [2% of the estimated procurement cost, 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction]&gt;.</li> <li>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank or deposit through eGRAS (<a href="https://egras.raj.nic.in/">https://egras.raj.nic.in/</a>)</li> </ul>
<b>Period of Sale of Bidding Document (Start/ End Date)</b>	<please specify: [from the date of publication of NIB to one day prior to the date of opening of bids]>
<b>Date/ Time/ Place of Pre-bid Meeting</b>	<ul style="list-style-type: none"> <li>Date/ Time: &lt;please specify&gt;</li> <li>Place: &lt;please specify&gt;</li> </ul>
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Online at eProc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: &lt;please specify&gt;</li> <li>End Date: &lt; please specify: [Procurement Value: 5 Lacs/ 50 Lacs/ above 50 Lacs: 10/ 15/ 30 days respectively from the date of first publication of NIB; where clarifications/ addendum are issued, at least 5/ 7/ 15 days respectively from the date of issue of clarifications/ addendum]&gt;</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	From <time> onwards on <date> and up to <time> on <date>

<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>• Date: &lt; please specify: within 1 day of last day of submission of bids&gt;</li> <li>• Time: &lt;please specify&gt;</li> <li>• Place: RISL, Board Room, First Floor, YojanaBhawan, C-Block, TilakMarg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	<90> days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> <li>1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical Bid/ cover.</li> <li>2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to &lt;time&gt; on &lt;date&gt;, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.</li> <li>3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (bidders already registered on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> before 30-09-2011 must register again).</li> <li>4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.</li> <li>5) Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.</li> <li>6) Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&amp;C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&amp;C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: <a href="mailto:eproc@rajasthan.gov.in">eproc@rajasthan.gov.in</a> Address : e-Procurement Cell, RISL, YojanaBhawan, TilakMarg, C-Scheme, Jaipur</li> <li>7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</li> <li>8) 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.</li> <li>9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</li> <li>10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.</li> </ol>	

#### [Note (POIC):

**1. The ITB should be published on the State Public Procurement Portal (<http://sppp.raj.nic.in>) and on the departmental website, if available.**

**2. An abridged notice (4-5 lines only) shall also be published in newspapers of adequate circulation as mentioned in the RTPPA Act 2012 and rules thereto.**

#### Sample Notice

OFFICE OF THE: Managing Director, RISL, Govt. of Rajasthan

First Floor, YojanaBhawan, C-Block, TilakMarg, C-Scheme, Jaipur-302005 (Rajasthan)

Telephone: <please specify>, Fax: <please specify>, Email: <please specify>

e-Bids are invited upto <please specify> AM/ PM of <please specify> for procurement of <insert names of Goods/ Works/ Services to be procure>. Details maybe seen in the Bidding Document at the website of State PublicProcurement Portal (<http://sppp.raj.nic.in>) or our website <http://risl.rajasthan.gov.in> followed by the submission of bidding document fee of Rs <please specify> in Cash/ Banker's cheque / Demand draft/ eGRAS.

- 3. The ITB for goods, works or services estimated to cost above Rs. 200 Lakh shall also be sent to the Director General, Intelligence & Statistics, Kolkata (<http://www.dgciskol.nic.in>) at the address below for publication in Indian Trade Journal**

**Director General, Directorate General of Commercial Intelligence and Statistics, Ministry of Commerce & Industry, Govt. of India, 565, Anandapur, Ward No. 108, Sector-1, Plot No. 22, ECADP, KOLKATA – 700107]**



## 2. PROJECT PROFILE & BACKGROUND INFORMATION

### 1) Project Profile

- <Brief introduction of the thematic focus/ project objectives
- Need and benefits
- Brief Technical solution requirements and Scope of Work
- Project dependencies (if any and that could affect the deliverables & timelines of the project)
- Implementing and participating agencies (Stakeholders and their involvement details)
- Target group (Audience/ Beneficiaries)
- Expected accomplishment from the project (Project Outcome)><sup>9</sup>

### 2) About the Department

<The section should explain facts and figures about the Government entity in terms of its

- Vision and organizational objectives
- Key Functions of the Department
- Organization structure of the Department (Comprising divisions/directorates etc.)
- Manpower strength
- Activities of the Department
- Geographical spread and operating locations><sup>10</sup>

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<sup>9</sup>Please specify the relevant details under the respective section/ sub-section.

<sup>10</sup>Please specify the relevant details under the respective section.

### 3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	- Copy of valid Registration Certificates  - Copy of Certificates of incorporation
2	Financial: Turnover from IT/ ITeS	Annual Turnover of the bidder from IT/ ITeS during each of the last three financial years, i.e., from <b>&lt;specify the date&gt;</b> to <b>&lt;specify the date&gt;</b> (as per the last published audited balance sheets), should be at least Rs. <b>&lt;specify the value&gt;</b> .  <i>[For Turnkey projects: Annual Turnover from IT/ ITeS around 10 times of the total estimated cost of the project is suggested for SI Projects]</i>  <i>[For Hardware Procurement: Annual Turnover from IT/ ITeS around 3 times of the total estimated cost of the project is suggested for SI Projects]</i>	CA Certificate with CA's Registration Number/ Seal
3	Financial: Net Worth	The net worth of the bidder in the last financial year, i.e. <b>&lt;specify the year&gt;</b> , should be Positive.	CA Certificate with CA's Registration Number/ Seal
4	Technical Capability	The bidder must have successfully completed at least One project of <b>&lt;specify the nature of the project&gt;</b> not less than the amount <b>&lt;specify the value equal to 80% of estimated project cost&gt;</b> during the last four financial years <b>&lt;please specify&gt;</b> .  <i>[In case, there are not sufficient potential bidders who have executed work costing to 80% of the estimated project cost, we may ask for two projects of similar nature, each costing not less than the amount equal value equal to 50% of estimated cost].</i>	Annexure-15 per project reference And Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client
5	Tax registration and clearance	The bidder should have a registered number of i. VAT/ CST where his business is located ii. Service Tax iii. Income Tax / Pan number.  The bidder should have cleared his VAT/ CST dues	Copies of relevant certificates of registration  VAT/ CST clearance certificate from the

S. No.	Basic Requirement	Specific Requirements	Documents Required
		up to <please specify> to the Government.	Commercial Taxes Officer of the Circle concerned
6	Certifications	<p>The bidder must possess, at the time of bidding, a valid &lt;ISO 9001:2008/ CMMi Level 3 or 5/ ISO 20000&gt; Certification.</p> <p>[CMMi Level 5 Certification, if estimated software development cost is &gt; Rs. 100 Lacs or CMMi Level 3 Certification, if estimated software development cost is &gt; Rs. 25 Lacs and &lt;= Rs. 100 Lacs and ISO 9001:2008 Certification, if estimated software development cost is upto Rs. 25 Lacs are suggested.</p> <p>ISO 20000 Certification is suggested, only if the project is more oriented towards Service management/ FMS.]</p>	Copy of a valid certificate
7	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</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>	A Self Certified letter as per Annexure-5: Self-Declaration
<b>Optional</b>			
8	Manpower Strength	<Please specify> <sup>11</sup>	Self-Certification by the authorized signatory with clear declaration of staff – year wise, level/designation wise.
9	Joint Venture (JV)/ Consortium	<p>&lt;Please specify&gt;<sup>12</sup></p> <p>[JV/ Consortium may be allowed only for projects having an estimated cost of Rs. 5 Crores or more and in case, the bidder does not have the CMMi or ISO 20000 Certifications.]</p>	Consortium Agreement as per Annexure-XX: Consortium Agreement

<sup>11</sup>Please specify the required details with respect to the manpower requirements.

<sup>12</sup>Please specify the required details with respect to Consortium.

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p><i>In the case of a JV/ Consortium: -</i></p> <p>a) all parties shall sign the bid and they shall be jointly and severally liable; and</p> <p>b) one of the company/ firm shall be nominated as 'Lead Bidder' who shall have the authority to conduct all business for and on behalf of any or all the parties of the JV/ Consortium during the bidding process. In the event, the bid is accepted, either they shall form a registered JV company/ firm or otherwise all the parties to JV/ Consortium shall sign the Agreement</p> <p>c) In such a case, all the above criteria shall have to be fulfilled by the lead bidder except for CMMI and/ or ISO 20000 Certification which will be satisfied by the consortium partner. Additionally, the consortium partner should satisfy the eligibility requirements mentioned at S.No. 1, 3, 5, 6, 7 and 8.</p> <p>d) The lead bidder should be required to do majority (&gt;50%) of the work and the consortium partner shall have to do the remaining work like S/w development and/ or FMS, for which it has the Certification.</p>	
10		<p>&lt;In case of procurement of goods, bidder must be a manufacturer, distributor or bona-fide dealer in the goods and it shall furnish necessary proof for the same in the specified format.&gt;</p>	<p>Where applicable, proof of authorisation by the manufacturer or country distributor in India, shall be enclosed as per Annexure-XX: MAF</p>

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

#### **4. SCOPE OF WORK, DELIVERABLES & TIMELINES**

##### **1) Details of work (SoW)**

<Please specify the bidder's scope of work. An indicative list is mentioned below for reference.>

- a) Web Portal and Application software development
  - i. SRS
  - ii. Development of the Web Portal and Application Software
  - iii. Deployment of Web Portal and Application Software
  - iv. Partial Acceptance Testing (PAT) of Web Portal and Application Software
  - v. Integration with SMS Gateway (MSDG), Email Gateway (SMTP Relay) and Payment Gateway (Online Payment)
  - vi. User Acceptance Test (UAT)
- b) Site Survey and Site Preparation and installation and commissioning of IT and non-IT hardware
- c) Data Digitization and Migration
- d) Training and Capacity Building
- e) System Integration and Commissioning (Go-Live)
- f) Operation & Maintenance (O&M)/ Facility Management Services (FMS)
  - i. Deployment of Manpower for O&M/ FMS
  - ii. Helpdesk Support (Incident/ Problem Management)
  - iii. Preventive Maintenance Services
  - iv. Corrective Maintenance Services
  - v. Asset Management Services
  - vi. Configuration Management Services
  - vii. Support Services for Web Portal and Application Software
  - viii. Network Management Services
  - ix. Vendor Management Services
  - x. MIS Reports
- g) Change Request (CR) Management Services
- h) Third Party Audit (TPA)
  - i. Application Security Assessment
  - ii. Vulnerability Assessment of the critical servers and network devices
  - iii. Penetration testing of the systems and networks (External and Internal)
  - iv. System Performance Testing/ Monitoring
  - v. Review and Assessment of Security Policies

## 2) Roles & Responsibilities of Stakeholders/ SI

<Please specify as per details mentioned in S.No. 7 of the RFP Guidance Notes>

- Responsibilities of DoIT&C
- Responsibilities of RISL, if any
- Responsibilities of <user department>, if any
- Responsibilities of SI
- Responsibilities of <other stakeholders like bandwidth service provider>

## 3) Project Deliverables, Milestones & Time Schedule

<Please specify as per details mentioned in S.No. 8 of the RFP Guidance Notes. Two templates are provided here for illustrative purposes>

### Deliverable linked to phases

S. No.	Phase	Milestone	Timelines
1.	Phase I/ <Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
2.	Phase II/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
3.	Phase III/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
4.	Phase IV/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
5.	Phase V/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
6.	Phase VI/<Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>
7.	<Insert Phase No. or Name>	<Description of project activity and its outcome/deliverable>	<Weeks/Months>

OR

### Deliverable linked to Project Activity

S. No.	Project Activity/ Scope of Work	Milestone	Deliverables (Reports/ Docs./ Infra.)	Timelines (from Signing of Contract)
1.	<Description of project activity>	<Description of Major Milestones>	<Name of outcome/deliverable from the project activity>	<Weeks/Months >
2.	<Description of project activity>	<Description of Major Milestones>	<Name of outcome/deliverable from the project activity>	<Weeks/Months >
3.	<Description of project activity>	<Description of Major Milestones>	<Name of outcome/deliverable from the project activity>	<Weeks/Months >
4.	<Description of project activity>	<Description of Major Milestones>	<Name of outcome/deliverable from the project activity>	<Weeks/Months >
5.	<Description of project activity>	<Description of Major Milestones>	<Name of outcome/deliverable from the project activity>	<Weeks/Months >

## **5. INSTRUCTION TO BIDDERS (ITB)**

### **1) Sale of Bidding/ Tender Documents**

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

### **2) Pre-bid Meeting/ Clarifications**

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

### **3) Changes in the Bidding Document**

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



modify the bidding documents by issuing an addendum in accordance with the provisions below.

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

Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

#### 4) **Period of Validity of Bids**

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

#### 5) **Format and Signing of Bids**

- a) Bidders must submit their bids online at eProcurement portal i.e. <http://eproc.rajasthan.gov.in>.

- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage-**<One or Two>** part/ cover system shall be followed for the Bid: -
- Technical Bid, including fee details, eligibility & technical documents
  - Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (eProc)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
<b>Eligibility Documents</b>		
4.	Bidder's Authorisation Certificate	As per Annexure-XX (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
6.	<b>&lt;Add more, if required&gt;</b>	<b>&lt;please specify appropriate reference&gt;</b>
<b>Technical Documents</b>		
7.	Certificate of Conformity/ No Deviation	As per Annexure-XX (PDF)
8.	Declaration by Bidders	As per Annexure-XX (PDF)
9.	Manufacturer's Authorisation Form (MAF)	As per Annexure-XX (Indicative Format) (PDF)
10.	Undertaking on Authenticity of Comp. Equip.	As per Annexure-XX (PDF)
11.	Components Offered	As per Annexure-XX (PDF)
12.	<b>&lt;Add more, if required&gt;</b>	<b>&lt;please specify appropriate reference&gt;</b>

- b) Financial bid shall include the following documents: -

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

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

**6) Cost & Language of Bidding**

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

**7) Alternative/ Multiple Bids**

- a) Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the “Annexure-XX: Components Offered”.
- b) If, any of the bidder quotes for multiple brands/ make/ models, then the actual brand/ make/ model to be delivered by the bidder shall be as specified in the work order by the procuring entity.

**8) Bid Security**

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or 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 or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
  - a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c. the cancellation of the procurement process; or
  - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

**9) Deadline for the submission of Bids**

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

**10) Withdrawal, Substitution, and Modification of Bids**

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

**11) Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the eProc 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: -
  - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - b. bid is valid for the period, specified in the bidding document;
  - c. bid is unconditional and the bidder has agreed to give the required performance security; and
  - d. other conditions, as specified in the bidding document are fulfilled.
  - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

## 12) Selection Method:

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

OR

The selection method is Quality cum Cost Based (QCBS). Eligible bidders have to score at least *<specify the minimum percent marks required to qualify>* marks to be considered technically qualified.

OR

The selection method is Combined Quality cum Cost Based (CQCB).

- b) The overall score shall be calculated as follows -

$$B_n = 0.70 \times T_n + 0.30 \times F_n$$

where

$B_n$  = Overall score

$T_n$  = Technical score of the bidder/ Technical score of the bidder getting highest technical score x 100

$F_n$  = Least financial bid/ Financial bid of the nth bidder x 100

In the event the overall scores are tied, the bid securing the highest technical score will be adjudicated as the best value Bid.

## 13) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its

Bid. The committee's request for clarification and the response of the bidder shall be in writing.

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

#### **14) Evaluation & Tabulation of Technical Bids**

##### **a) Determination of Responsiveness**

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
  - i. "deviation" is a departure from the requirements specified in the bidding document;
  - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
  - i. if accepted, shall:-
    - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
  - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

**b) Non-material Non-conformities in Bids**

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

**c) Technical Evaluation Criteria**

<please specify>

**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. [This date would generally be not later than fifteen days from the date of issue of letter].

**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) <For single part/ coverBid system, where Bid is received in single cover along with requisite bid security, processing fee or user charges and price of bidding documents within specified time, it shall be considered for financial evaluation by the Bids evaluation committee;

OR

For two part/ coverBid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present>;

- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.<In case quality is also a criteria and the combined score of technical and financial evaluation is considered>;
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

#### 16) Correction of Arithmetic Errors in Financial Bids

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

- 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) Comparison of rates of firms outside and those in Rajasthan**

While tabulating the financial Bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

#### **18) Price/ purchase preference in evaluation**

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

#### **19) Negotiations**

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) 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.

- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

## 20) **Exclusion of Bids/ Disqualification**

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

## 21) **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.

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

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be

qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

### **23) 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.

### **24) 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.

### **25) Right to vary quantity**

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - a. 50% of the quantity of the individual items and 20% of the value of original contract in case of works; and
  - b. 25% of the value of goods or services of the original contract.

#### **26) Dividing quantities among more than one bidder at the time of award (optional)**

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose Bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose Bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided between the bidder, whose Bid is accepted and the second lowest bidder or even more bidders in that order, in a fair, transparent and equitable manner at the rates of the bidder, whose Bid is accepted if such condition is specified in the bidding documents. Counter offer to first lowest bidder (L1), in order to arrive at an acceptable price, shall amount to negotiation. However, any counter offer thereafter to second lowest bidder (L2), third lowest bidder (L3) etc., (at the rates accepted by L1) in case of splitting of quantities, as pre-disclosed in the bidding documents, shall not be deemed to be a negotiation.

#### **27) Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be <5%, or as may be specified in the bidding document>, of the amount of supply order 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.

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

## 28) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.



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

## 29) Confidentiality

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

## 30) Cancellation of procurement process

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



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

### 31) Code of Integrity for Bidders

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

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

### 32) Interference with Procurement Process

A bidder, who: -

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

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

### 33) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the

purpose, within a period of <10> days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

- a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
- b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :  
<First Appellate Authority: Principal Secretary or as determined by GoR>  
<Second Appellate Authority: Finance Department, GoR>
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
  - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

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

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

### 37) Debarment from Bidding

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

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

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

*[Please refer to the SR FORM-16 of the GF&AR Part-II while filling this part of the template]*

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, installation, training and initial maintenance 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.

- I) "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**

- a) Unless otherwise specified in the special conditions of the contract, if the Supplier/ Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association.
- b) The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the purchaser.
- c) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- d) No new partner/ partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposits with the purchase officer a written agreement to this effect. The contractor'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.
- e) <No new consortium agreement shall be allowed during the project period.
- f) In Consortium, all the members shall be equally responsible to complete the project as per their roles & responsibilities; however Lead partner shall give an undertaking for the successful completion of the overall project. In case of any issues, Lead partner is the responsible person for all the penalties.
- g) The lead bidder is required to do majority (>50%) of the work. However, the lead bidder and consortium partner is jointly and severely liable for the entire scope of work and risks involved thereof.
- h) The non-lead bidder (consortium partner) is liable for the scope of work for which they are responsible along with the lead bidder.
- i) Any change in the consortium at a later date will not be allowed without prior permission from the tendering authority/ purchaser>.

## 5) Eligible Goods and Related Services

- a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All **articles/ goods being bid, other than those marked in the Bill of Material (BoM)**<sup>13</sup> should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
- e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

## 6) Notices

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

## 7) Governing Law

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

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<sup>13</sup>Please make sure the respective items under this category are marked in the BoM for better clarity to bidders.

## 8) Scope of Supply

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

## 9) Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

## 10) Supplier's/ Selected Bidder's Responsibilities

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

### **11) 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.

### **12) Contract Price**

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the 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.

### **13) Recoveries from Supplier/ Selected Bidder**

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

### **14) Taxes & Duties**

- a) The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.
- b) The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.
- c) 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.

- d) 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.
- e) Revision in VAT and Service Tax shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
- f) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

### 15) Copyright

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 <Supplier/ Selected Bidder<sup>14</sup>>, 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<sup>15</sup>>.

### 16) Confidential Information

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

<sup>14</sup>Please specify the appropriate authority details

<sup>15</sup>Please specify the appropriate authority details

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

#### **17) Sub-contracting**

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

#### **18) Specifications and Standards**

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

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

## **19) Packing and Documents**

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



## **20) Insurance**

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

## **21) Transportation**

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

## **22) Inspection**

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

### 23) Samples

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM<sup>16</sup> shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.  
The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the unsuccessful bidder. RISL will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.
- f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

### 24) Drawl of Samples

In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of supplier/ bidder/ selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories

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<sup>16</sup>Please make sure the respective items under this category are marked in the BoM for better clarity to bidders.

and/ or testing house and the third or fourth will be retained in the office for reference and record.

## **25) Testing charges**

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

## **26) Rejection**

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of <user department> 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.

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

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.

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

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

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

## 28) Authenticity of Equipment

- a) The selected bidder shall certify(as per **Annexure-9**) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

## 29) Warranty

- a) The bidder must supply all items with comprehensive on-site warranty valid for **<three years>** after the goods, or any portion thereof as the case may be, have been delivered to,

installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.

- b) The bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- f) The warranty on supplied software media, if any, should be at least <90 days><sup>17</sup>.

### 30) Patent Indemnity

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

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<sup>17</sup>Please specify the duration in days.

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.

### **31) 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.

### 32) Change in Laws & Regulations

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

### 33) Force Majeure

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



### **34) 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.

### **35) 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.

**36) Settlement of Disputes**

- a) General: If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received

shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.

- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)

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

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

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

## 7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

### 1) Payment Terms and Schedule

*[The amount to be mentioned has to be in terms of values in the commercial/bid format, to be submitted by the bidder and the total payment for all phases/deliverables must equal the contract value. Either the payments can be linked to each item in the financial bid or to the total contract value. In either case, it must be ensured that payment related to all items of financial bid is included in the payment schedule.]*

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

Milestone	Deliverable (Reports/ Documents & Infra)	Payment Terms	Payment Schedule

OR

S. No.	Phase	Billable Fee
1.	Phase I	< 1-100> % of amount quoted for item <number> of financial bid or <Percent of the contract value>
2.	Phase II	< 1-100> % of amount quoted for item <number> of financial bid or <Percent of the contract value>
3.	Phase III	< 1-100> % of amount quoted for item <number> of financial bid or <Percent of the contract value>
4.	Phase IV	< 1-100> % of amount quoted for item <number> of financial bid or <Percent of the contract value>
5.	Phase V	< 1-100> % of amount quoted for item <number> of financial bid or <Percent of the contract value>
<b>Total</b>		<Equal to contract value >

OR

S. No.	Milestone	Billable Fee
1.	<Project activity and its outcome/deliverable>	< 1-100> % of amount quoted for item <no.> of financial bid or <Percent of the contract value>
2.	<Project activity and its outcome/deliverable>	< 1-100> % of amount quoted for item <no.> of financial bid or <Percent of the contract value>
3.	<Project activity and its outcome/deliverable>	< 1-100> % of amount quoted for item <no.> of financial bid or <Percent of the contract value>
4.	<Project activity and its outcome/deliverable>	< 1-100> % of amount quoted for item <no.> of financial bid or <Percent of the contract value>
5.	<Project activity and its outcome/deliverable>	< 1-100> % of amount quoted for item <no.> of financial bid or <Percent of the contract value>
<b>Total</b>		<Equal to contract value >

- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) 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.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- i) Taxes (work contract tax, service tax, VAT, income tax, etc.), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

## 2) Service Level Standards/ Requirements/ Agreement

*The following also need to be clearly addressed when defining SLAs:*

- *Service Credit (Service penalties) calculations in accordance with Severity Weights*
- *Earn Backs on Service Credits for overachieving SLAs*
- *Service Level Dependency, which can adversely affect the achievement of SLA*
- *Continuous Improvement of SLAs to have improved base lines for next phase of SLA definitions]*

## 3) Change Requests/ Management

- a) 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.
- b) 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.
- c) 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 for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
  - ✓ 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.
- d) 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.
- e) While approving any change request, if required, RISL may ask the bidder to deploy the required resources on-site.
- f) 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.

# **ANNEXURE-1: BILL OF MATERIAL (BoM)**

Locations	Equipments	Qty	Specifications as per Annexure-XX <sup>18</sup>	MAF Required (Yes/ No)
				<please specify>
				<please specify>
				<please specify>
				<please specify>
				<please specify>
				<please specify>
				<please specify>
				<please specify>
				<please specify>
				<please specify>

*[Please add more tables – category/ location-wise and also clearly mark/ specify, in each table, the items for which samples are required for inspection and testing.]*

*Similarly, MAF may not be required for all the items mentioned in the BoM like Webcam, Speakers, Bar code readers, etc. Hence, clearly specify, in each table, the important items for which MAF is required to be submitted by the bidder from the respective OEMs.]*

<sup>18</sup> Please specify the relevant details. Also, create a location-wise table for better clarity to bidders.

## **ANNEXURE-2: TECHNICAL SPECIFICATIONS**

*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.*

### **Item No. 1 - <Please specify Name>**

Make & Model Offered - (To be filled by the bidder)		Compliance (Yes/No)

### **Item No. 2 - <Please specify Name>**

Make & Model Offered - (To be filled by the bidder)		Compliance (Yes/No)

### **Item No. N - <Please specify Name>**

Make & Model Offered - (To be filled by the bidder)		Compliance (Yes/No)

Note: All the supplied Hardware/ Software should be Interoperable, IPv6 ready and in compliance with the policies/ guidelines issued by DIT, GoI in this regard. Also, the bidder is to quote/ propose only one make/ model against the respective item.

All the equipment to be hosted at <specify locations> should be <rack mountable> and the selected bidder shall have to mount the equipment in Rack(s) with required accessories/ cables/ screws etc. All the supplied Hardware/ Software should be IPv6 ready.



### **ANNEXURE-3: PRE-BID QUERIES FORMAT**{to be filled by the bidder}

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

Bidding Document Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-

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

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

**Company/Firm Contacts:**

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

**Query / Clarification Sought:**

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

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.

**ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE** (to be filled by the bidder)

To,

{Procuring entity},

\_\_\_\_\_,

\_\_\_\_\_,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-5: SELF-DECLARATION**{to be filled by the bidder}

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-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION**{to be filled by the bidder}

To,

{Procuring Entity},

\_\_\_\_\_

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-7: DECLARATION BY BIDDER** {to signed by selected bidder}

I/We declare that I am/we are bonafide/Manufacturers/Whole Sellers/Sole distributor/Authorised dealer/dealers/sole selling/Marketing agent in the goods/stores/equipment for which I/We have quoted.

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

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-8: MANUFACTURER'S AUTHORIZATION FORM (MAF)** {to be filled by the OEMs}

(Indicative Format)

To,  
{Procuring Entity},

\_\_\_\_\_

Subject: Issue of the Manufacturer's Authorisation Form (MAF)

Reference: NIB/ RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

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

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

We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned above, for <please specify as per RFP requirements> Years.

[Note: Following clauses may also be included by the POIC in MAF for important components as per RFP requirements.]

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

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

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: \_\_\_\_\_

Seal:

**ANNEXURE-9: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS**

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

To,

{Procuring Entity},

\_\_\_\_\_

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

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

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

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

Authorized Signatory

Name:

Designation:

Note: The signing Authority should be no lower than Company Secretary of the OEM of equipment.

## **ANNEXURE-10: COMPONENTS OFFERED – BOM**{to be filled by the bidder}

Please fill the following BOM for all the offered components.

<b>S.No.</b>	<b>Product Details (Only one make and model)</b>	<b>Detailed Technical Specification Reference**</b>	<b>OEM Details (Name, Address, E-Mail, Mobile Nos.)</b>
1.		{Item No. xx}	
2.		{Item No. xx}	
3.		{Item No. xx}	

\*\* Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure-2: Technical Specifications)



**ANNEXURE-11: FINANCIAL BID COVER LETTER &FORMAT****COVER LETTER {to be submitted by the bidder on his Letter head}**

To,  
{Procuring Entity},

\_\_\_\_\_

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

Dear Sir,

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

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

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:

### Financial Bid Format

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

#### A) <Please Specify...>

S.No.	Item No. and Description	Unit	Qty	Base Unit Cost in INR	Total Cost in INR	Tax rate in percentage, if any, as applicable (Please also specify here the type of Tax & percentage)	Tax in INR	Total Cost in INR
			A	B	C=AxB	D	E	F=C+E
1.								
2.								
3.								
4.								
Total A1 (In Figures) – Rs.								
Total A1 (In Words) – Rupees								

#### B) <Please Specify...>

S.No.	Item No. and Description	Item No.	Make & Model	Unit	Total Qty	Base Unit Cost in INR (inclusive of packaging, transportation, warranty, insurance for entire project period)	Total Cost in INR	CST in Percentage	VAT in percentage	CST in INR	VAT in INR	Total Cost in INR
					A	B	C=AxB			D	E	F=C+D+E
1.												
2.												
3.												
4.												
Total A2 (In Figures) – Rs.												
Total A2 (In Words) – Rupees												

**C) Commercial Bid Summary (only to be used for Financial Bid Evaluation purpose)**

<b>S.No.</b>	<b>Item</b>	<b>Total Value in INR</b>
<b>1</b>	<b>Total A1</b>	
<b>2</b>	<b>Total A2</b>	
<b>3</b>	<b>...</b>	
<b>4</b>	<b>...</b>	
<b>Grand Total (In Figures) – Rs.</b>		
<b>Grand Total (In Words) – Rupees</b>		

## **ANNEXURE-12: BANK GUARANTEE FORMAT** (to be submitted by the bidder's bank)

### **BANK GUARANTEE FORMAT –BID SECURITY**

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

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

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB referenceno. <please specify>M/s. .... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

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

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

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

when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

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

Date ..... (Signature) .....  
Place ..... (Printed Name) .....  
(Designation) .....  
(Bank's common seal) .....

In presence of:

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

(1) .....

.....

(2) .....

.....

Bank Details

Name & address of Bank :

Name of contact person of Bank:

Contact telephone number:

**GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

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

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

**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

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

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

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



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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

### **ANNEXURE-13: DRAFT AGREEMENT FORMAT** (to be mutually signed by selected bidder and procuring entity)

An agreement made this \_\_\_\_\_ (enter date of Agreement) between \_\_\_\_\_ (enter your firm's name & address) (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the {PROCURING ENTITY} which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the {procuring entity} to supply to the {procuring entity name and address} on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in Our Work Order No. \_\_\_\_\_ Dated \_\_\_\_\_ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs. \_\_\_\_\_ in the form of: -

- a) Bank Draft No./ Banker Cheque/ Bank Guarantee No. \_\_\_\_\_ dated. \_\_\_\_\_ valid upto \_\_\_\_\_.
- b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.
- c) National Savings Certificates / Defence Savings Certificates / KisanVikasPatras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to RISL.

Now these Presents witness:

- 1) In consideration of the payment to be made by the {procuring entity} through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in Our Work Order No. \_\_\_\_\_ dated \_\_\_\_/\_\_\_\_/20\_\_\_\_ thereof in the manner set forth in the Invitation for Bids, Notice Inviting Bid, Scope of Work, Instructions to Bidders, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
- 2) The Invitation for Bids, Notice Inviting Bid, Scope of Work, Instructions to Bidders, General and Special Conditions of the Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the NIB No. \_\_\_\_\_ dated. \_\_\_\_/\_\_\_\_/20\_\_\_\_ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.
- 3) Letter Nos. \_\_\_\_\_ dated \_\_\_\_\_ received from {bidder name} and letterNos. \_\_\_\_\_ Dated \_\_\_\_\_ issued by the {procuring entity} and appended to this agreement shall also form part of this agreement.
- 4) The {procuring entity} do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the {procuring entity} will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

The delivery including installation, commissioning, testing and acceptance shall be effected and completed within the period as specified in the Supply Order.

In case of extension in the delivery and/ or installation period with liquidated damages, the recovery shall be made on the basis of percentages of value of stores/ works (as mentioned in the bidding document) which the bidder has failed to supply and complete the work.

Warranty shall be provided by vendor as mentioned in the bidding document.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the {procuring entity} and the decision of the {procuring entity} shall be final.

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

Signature of the Approved  
supplier/ bidder

Signature for and on behalf of  
procuring entity

Designation:

Designation:

Date:

Date:

Witness No.1

Witness No.1

Witness No.2

Witness No.2

# **ANNEXURE-14: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE**

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

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

**ANNEXURE-15: FORMAT FOR CONSORTIUM AGREEMENT**

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on this ..... day of..... Two Thousand ..... By:

M/s. .... a Company incorporated under the laws of..... and having its registered office at ..... (hereinafter called the "Lead Member/First Member" which expression shall include its successors); and

M/s. .... a Company incorporated under the laws of ..... and having its registered office at ..... (hereinafter called the "Second Member" which expression shall include its successors)

The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the "Consortium Members" for the purpose of submitting a proposal (hereinafter called as "Bid") for the work of .....(Name of work).....for ..... (Name of project) of M/s..... to Government of Rajasthan (GoR)/ Rajcomp Info Services Limited (herein after called the 'Owner' or 'RISL'), RISL being a Company incorporated under the Companies Act, 1956 having its registered office at YojanaBhawan, TilakMarg, C-Scheme, Jaipur, India (hereinafter called the "Owner/GoR/ RISL") in response to GoR/ RISL Request for Proposal Document (hereinafter called as "RFP" Document) Dated..... for the purposes of submitting the bid no. .... and entering into a contract in case of award for the work of .....(Name of work).....for ..... (Name of project) ofGoR/ RISL.

WHEREAS, the Owner invited bids vide its RFP document no. .... for the work of ..... AND WHEREAS as per document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the PQ bid is being submitted to the Owner vide proposal dated ..... based on the Consortium Agreement being these presents and the PQ bid with its PQ bid forms and submission documents, in accordance with the requirement of PQ document conditions and requirements have been signed by all the partners and submitted to the Owner.

AND WHEREAS Clause \_\_\_\_\_ of RFP document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the RFP document may submit a Proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations thereunder to GoR/RISL and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be..... Consortium.
2. M/s. .... shall act as Lead Member for self, and for and on behalf of M/s ..... (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the

Request for Proposal (RFP) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.

3. That M/s \_\_\_\_\_ which is the Lead Member of the Consortium shall invest and continue to invest ....% (at least 51% to be invested by Lead Bidder) interest in the Consortium for the Lock in Period as specified in the RFP document.
4. That M/s \_\_\_\_\_, (Second Member) shall invest and continue to invest ....% interest of the Consortium for the Lock in Period as specified in the RFP document.
5. The composition or the constitution of the consortium shall not be altered without the prior consent of GoR/RISL.
6. The roles and responsibilities of the lead bidder and the second member of the consortium for execution of various components/activities as defined in the RFP document shall be as under :

S.No.	Project Component/Activity	Roles & Responsibility of Lead Bidder	Roles & Responsibility of Second Member of Consortium
1			
2			
3			
4			

7. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.
8. For the purpose of this Agreement, the RFP Document and the Contract, the Lead Partner shall be the single point of contact for the GoR/ RISL, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.
9. All instructions/communications from PMC to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
10. If GoR/ RISL suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to GoR/ RISL on its demand without any demur or contest. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner before proceeding against or dealing with the other Member.
11. The financial liability of the Consortium Members to the GoR/ RISL, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to GoR/RISL.
12. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.
13. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Jaipur (Rajasthan) shall have the exclusive jurisdiction in all matters arising there under.
14. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by owner in the RFP document.
15. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by GoR/RISL.

16. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.
17. Any other terms and conditions not in contradiction to the RFP and above mentioned terms and conditions.

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

<p>Common Seal of ..... has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated .....</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Lead Bidder)</p> <p>(Signature of authorized representative) Name : Designation:</p>
<p>Common Seal of ..... has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated .....</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Second member)</p> <p>(Signature of authorized representative) Name : Designation:</p>

**ANNEXURE-16: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

## 1. Particulars of appellant:

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

## 2. Name and address of the respondent(s):

- a. <please specify>
- b. <please specify>
- c. <please specify>

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

## 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:&lt;please specify&gt;

## 5. Number of affidavits and documents enclosed with the appeal:&lt;please specify&gt;

## 6. Grounds of appeal (supported by an affidavit):&lt;please specify&gt;

## 7. Prayer:&lt;please specify&gt;

Place .....

Date .....

Appellant's Signature