

# Request for Proposal (RFP) for Comprehensive On-Site Annual Maintenance Contract with spare parts for Point of Sale (PoS) machines installed at Fair Price Shops (FPS) across Rajasthan under Targeted Public Distribution System (TPDS)

NIB Reference No. F4.2(169)/RISL/Tech/2014/2310 Dated: 06/06/2018

UBN: .....

<b>Mode of Bid Submission</b>	Online through eProcurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, First Floor, B-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
<b>Last Date &amp; Time of Submission of Bid</b>	21 June 2018 at 3:30 PM
<b>Date &amp; Time of Opening of Technical Bid</b>	21 June 2018 at 4:00 PM
<b>Date &amp; Time of Opening of Financial Bid</b>	To be intimated to the technically qualified bidders

Bidding Document Fee: Rupees One Thousand Only (Rs. 1,000/- only)

RISL Processing Fee: Rupees One Thousand Only (Rs. 1,000/- 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 Info Services Limited (RISL)

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

Phone: 0141- 5103902 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>

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**ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>AMC Provider</b>	Selected Bidder
<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. Also called as EMD.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ AMC Provider participating in the procurement/ bidding process with the procuring 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. Chairman cum Managing Director, RISL in this bidding document.
<b>Contract</b>	A contract entered into between the procuring entity and a selected bidder concerning the subject matter of procurement
<b>Project Period/ Validity of Contract</b>	Initially the contract shall be valid for a period of 09 months starting from the date of providing the Lol/ work order. This period may be extended for 2 years (on yearly basis) on mutually agreed terms.
<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>EMD</b>	Earnest Money Deposit. Also, called as Bid Security.
<b>ETDC</b>	Electronic Testing & Development Centre
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>Gov/ 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>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders

<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<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>Performance Security Deposit (PSD)</b>	Performance Security Deposit shall be deposited by the selected bidder after receiving the work order
<b>Purchaser/ Purchaser/ 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>RFP/ Bidding Document</b>	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
<b>RISL</b>	RajCOMP Info Services Limited
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>Selected Bidder</b>	AMC Provider
<b>Services</b>	Any subject matter of procurement including AMC services other than goods or works and includes physical, warranty, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
<b>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>WO/ PO</b>	Work Order/ Purchase Order

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

<b>1. INVITATION FOR BID (IFB) &amp; NOTICE INVITING BID</b>	
Unique Bid Ref. No. (RISL)	2310
NIB Reference No.	F4.2(169)/RISL/Tech/2014/AMC/.... Dated: 06/06/2018
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> <li>Name: RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> <li>Name: Tapan Kumar</li> <li>Designation: ACP (Dy. Director), DoIT&amp;C &amp; RISL</li> <li>Email: <a href="mailto:tapan@rajasthan.gov.in">tapan@rajasthan.gov.in</a></li> </ul>
Subject Matter of Procurement	Comprehensive On-Site Annual Maintenance Contract with spare parts for Point of Sale (PoS) machines installed at Fair Price Shops (FPS) across Rajasthan under Targeted Public Distribution System (TPDS)
Bid Procedure	Single-stage Two part (envelop) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) - L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> <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></li> <li>Bidding document fee: Rs. 1,000/- (Rupees One Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: Rs. 1,000/- (Rupees One Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
Estimated Procurement Cost	Rs. 08.00 Crore (Rupees Eight Crores only) excluding taxes
Bid Security (EMD) and Mode of Payment	<ul style="list-style-type: none"> <li>Amount (INR): Rs. 16.00 Lacs (Rupees Twenty Lacs only) i.e. 2% of the estimated procurement cost, Rs. 04.00 Lacs (0.5%) for S.S.I. unit of Rajasthan, Rs. 08.00 Lacs (1%) for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction</li> <li>Mode of Payment: Banker's Cheque or DD of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"</li> </ul>
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> <li>11-June-2018 at 11:30 AM</li> <li>Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> <li>Manner: Online at e-Proc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: 5:00 PM onwards on 06-June-2018</li> <li>End Date: 3:30 PM on 21-June-2018</li> </ul>
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	From 12-June-2018, 11:00 AM To 21-June-2018, 3:30 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> <li>Date: 21-June-2018 Time: 4:00 PM</li> <li>Place: RISL, Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
Date/ Time/ Place of Financial	Will be intimated later to the Technically qualified bidders

NIB No. F4.2(169)/RISL/Tech/2014/AMC/.... Dated: 06/06/2018



<b>Bid Opening</b>	
<b>Bid Validity</b>	90 days from the bid submission deadline
<p><b>Note:</b></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 NIB 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 as mentioned in NIB, 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 e-Procurement website for further details about the e-Tendering process.</li> <li>6) Training for the bidders on the usage of e-Tendering System (e-Procurement) 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, Yojana Bhawan, Tilak Marg, 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 RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.</li> </ol>	

Managing Director

## **2. PROJECT PROFILE & BACKGROUND INFORMATION**

### **2.1 Project Background -**

During the Budget speech 2014-15, Hon'ble Chief Minister announced revamping of the Bhamashah Scheme in the Assembly under which all the benefits (cash & kinds) shall be provided to the residents in their Aadhaar linked bank accounts and through biometric authentication to ensure targeted delivery of the benefits. Under the project a Point of Sale devices was provided to around 27,000 shops starting July 2015. These PoS devices are being used by FPS owners in providing ration to beneficiaries and are spread in all the 33 districts of Rajasthan.

**2.2 Major Activities-** Major activities involved in implementing the e-PDS project are

- Mapping of Ration Card with Bhamashah Id and Aadhaar Id
- Seeding of Aadhaar/ Ration Card in PDS database
- Procurement, Supply and Installation of Hand-held (PoS) devices to the Fair Price Shops

The electronic Public Distribution System (e-PDS) started in the state in July 2015 and has been running successfully throughout the state. Approximately 26,737 FPS shops of the state have been automated under the e-PDS Project by DoIT&C/ RISL wherein ration is distributed only after biometric verification of the beneficiary. The quantum of transactions done every month through the system is well over 1 Crores.

As the warranty period of these 26,737 PoS machines is nearing expiry, RISL intends to enter into a contract with professional and competent firms for Comprehensive On-Site Annual Maintenance Contract with spare parts for these machines installed at Fair Price Shops (FPS) across Rajasthan under Targeted Public Distribution System (TPDS). List at Annexure-I (BoM).

### 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 company registered under Indian Companies Act OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR A Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)	- Copy of Certificates of incorporation / Certificate of Registration
2.	Financial: Turnover from IT/ ITeS	Annual Average Turnover of the bidder from IT/ ITeS during the three financial years i.e. from 2014-15 to 2016-17 as per the last published audited balance sheets), should be at least Rs. 20.00 Crores	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the bidder as per the last published balance sheet should be Positive.	CA Certificate with CA's Registration Number/ Seal
4.	Technical Capability	The bidder should have at least two work order(s) for AMC/ maintenance/ Servicing of IT Hardware like Desktops/ Laptops/ Tabs/ Micro ATMs/ PoS/ Servers totalling a value not less than INR 5.00 Crore in Central/ State Govt. Department/ Parastatal Organisation/ Public Sector Banks/ Private Sector Banks during the period 1 <sup>st</sup> April 2013 till last date of bid submission.  OR  The bidder should have at least two work order(s) for Supply and Maintenance of IT Hardware like Desktops/ Laptops/ Tabs/ Micro ATMs/ PoS totalling a value not less than INR 6.00 Crore in Central/ State Govt. Department/ Parastatal Organisation/ Public Sector Banks/ Private Sector Banks during the period 1st April 2013 till last date of bid submission	Annexure-11 for each project reference, AND {Work Order + Work Completion Certificates from the client; OR Work Order + Work Completion Certificate from the bidder + CA Certificate with CA's Registration Number/ Seal specifying funds received against the order}}



5.	Tax registration and clearance	<p>The bidder should have a registered number of:</p> <ol style="list-style-type: none"> <li>1. GST where his business is located</li> <li>2. Income Tax / Pan number.</li> </ol>	<ul style="list-style-type: none"> <li>• GST registration Certificate/ Number</li> <li>• PAN Card</li> </ul>
6.	Mandatory Undertaking	<p>Bidder should: -</p> <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</li> <li>d) Comply with the code of integrity as specified in the bidding document.</li> </ol>	<p>A Self Certified letter as per Annexure-5: Self-Declaration</p>

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

Selected bidder shall provide following services as per scope of work

##### **4.1. Comprehensive On-Site AMC of PoS devices including following:**

- a. Supply of new, unused of the most recent or current model of the products/ spares supplied/ replaced under the AMC incorporating all recent improvements in design and / or features. Further, all the products/ spares supplied/replaced under this AMC shall have no defect, arising from design or from any act of omission of the AMC Provider that may develop under normal use of the supplied products in the conditions prevailing in Rajasthan.
- b. Onsite Comprehensive AMC for PoS machines shall include free replacement of spares, parts, kits as and when necessary during the contract period and during the extended contract period.
- c. The AMC Provider shall in addition to the above shall comply with the performance guarantees specified under the Contract. If, for reasons attributable to the AMC Provider, these guarantees are not attained in whole or in part the AMC Provider shall make such changes, modifications and /or additions to the products or any part thereof as may be necessary in order to attain the contractual guarantees specified in the contract at its own cost and expense and to carry out further performance tests, if required.
- d. The AMC would be carried out on-site and shall be comprehensive in nature. The AMC Provider will guarantee all the hardware against defects arising out of faulty design, materials and media workmanship etc. for the project period. The AMC Provider will also provide support for Operating Systems and other preinstalled software components during the (AMC) period of the hardware in which these software & operating system will be installed. The AMC Provider shall repair or replace worn out or defective parts including all plastic parts of the equipment at its own cost including the cost of transport.
- e. Any worn or defective parts withdrawn from the equipment and replaced by the AMC Provider shall become the property of the AMC Provider.
- f. During the entire term of the contract, the AMC Provider will maintain the equipment in perfect working order and condition and for this purpose will provide the following repairs and maintenance services:
  - i. Qualified personnel (minimum requirement specified at annexure-1) who have expertise in hardware maintenance and system software shall provide the maintenance and coordination services during the AMC period.
  - ii. The AMC Provider shall rectify any defects, faults and failures in the equipment and shall repair/replace worn out or defective parts of the equipment during on all working days (viz. Monday to Saturday). In case any defect, fault and failure in the equipment could not be repaired or rectified during the said period, the personnel/ coordinators/ engineers of the AMC Provider are required to accomplish their duties beyond the said schedules in case of any situation if it warrants so. In cases where unserviceable parts of the equipment need replacement, the AMC Provider shall replace such parts, at no extra cost to the purchaser, with brand new parts or those equivalent to new parts in performance. For this purpose, the AMC Provider shall keep sufficient stock of spares and its engineers at strategic locations so as to meet the SLA.
  - iii. The maximum response time for a maintenance complaint from the site of installation (i.e. time required for AMC Provider's District/ Block coordinators/

- maintenance engineers shall report to the FPS site after a request call / fax /e-mail is made or letter is written) shall not exceed 24 (twenty-four) hours.
- iv. The AMC Provider shall ensure that faults and failures intimated by department/ FPS as above are set right within 48 (forty-eight) hours of being informed of the same. In any case the equipment cannot be made workable and available within this stipulated time then a spare machine shall be issued to the concerned so that the transactions do not stop. After repair the repaired machine shall be returned to the concerned and spare machine shall be returned to the spare inventory.
  - v. The AMC Provider shall ensure that the full configuration/ specification of the equipment is available in proper working condition viz. uptime of 95% of the time on a 24x7x365 basis.
  - vi. On account of any negligence, commission or omission by the coordinators/ engineers/ personnel of the AMC Provider and/ or if any loss or damage is caused to the equipment or to any property, the AMC Provider shall indemnify/pay/reimburse the loss suffered by the purchaser/ department/ FPS, even if it is not covered under the AMC.
  - g. The purchaser shall have the right to do following among others:
    - i. Shift existing PoS machines to an alternative site of its choice and the AMC Provider shall extend necessary assistance in shifting and reinstallation of equipment covered under the Comprehensive AMC.
    - ii. Disconnect / connect / substitute peripherals or devices or any other equipment / software acquired from another provider.
    - iii. Expand the capacity / enhance the features / upgrade the hardware / software supplied, either from the AMC Provider, or another AMC Provider, or developed in-house, irrespective of the reason that such changes or attachments do not prevent proper maintenance, from being performed or unreasonably increase the AMC Provider cost of performing repair and maintenance service.
  - h. The bidder shall not sub-contract/ sub-let the Comprehensive AMC to any organization, person, firm or its franchisee without the prior approval of the RISL. If, at any time, it comes to the notice of RISL that such sub-letting has been done, RISL at its discretion may terminate the contract without referring the matter further to the bidder. RISL will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the bidder or through other means.
  - i. The AMC Provider shall ensure that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property right of any other person or other entity. The AMC Provider shall indemnify the purchaser from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
  - j. In the event of addition of any more equipment under the scope of the Comprehensive AMC, the maintenance will be carried out by the AMC Provider for which the AMC Provider may be eligible for an additional consideration.
  - k. The AMC Provider may provide insurance cover to its personnel/ workmen/ engineers. The personnel/ workmen/ engineers or their legal heirs shall not claim any insurance benefit or compensation from the purchaser in case personnel/ workmen/ engineers suffer any loss or damage to their life or person or property while providing services under this contract.
  - l. The AMC Provider shall ensure compliance to all the obligations arising under the Contract Labour (Regulations & Abolition) Act, 1970, Minimum Wages Act,

Workmen's Compensation Act, 1923 and other labour laws prevailing in the country and Rajasthan. In the event of any liability arising on account of any breach or noncompliance of statutory requirements by the contractor, the purchaser would have the right to reimburse itself by way of adjustment from the AMC Provider's pending bills or otherwise recover it through available legal means, to the extent of the loss suffered by it as a consequence of the same. The AMC Provider shall indemnify the purchaser from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this clause.

- m. The AMC Provider shall ensure that all materials and information which may come into its possession or knowledge in connection with this contract or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the purchaser, will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in the AMC and to release it only to personnel requiring such information for the purpose of performing obligations arising out of the AMC and not to any other party. The AMC Provider shall ensure that appropriate action shall be taken with respect to its personnel to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied.

#### 4.2. Help Desk Support:

- a. For Operational and Technical Support System during the AMC period, the successful bidder shall deploy 2 (two) dedicated persons (expandable as per need) for providing help desk support within 10 days from the date of issue of work order. The Help Desk services shall operate on 6 days (Monday to Saturday) a week from 9:00 A.M. to 6:00 P.M. excluding Rajasthan Government Holidays. The primary responsibility of the Help Desk representatives would include the following:
  - i. Provide necessary telephonic support in Hindi/ English to all the users to address the following:
    - Issues related to non-functioning of the device, device repairing, device functioning not as per desired standards, poor-response time, non-functioning of device accessories/ components like charger, fingerprint scanner, and all kinds of device related issues.
    - Issues related to non-functioning of device application in any manner including poor-response time of the device application/ fingerprint sensor, and other application related issues. The helpdesk operator should also register complaints/issues regarding poor/ no-data response from the user department in the device application.
  - ii. Develop/ deploy/ use web based application to register, log/ monitor user calls, complaints and suggestions. Based on the complaint registered, the Helpdesk operator shall generate a ticket for the operational and technical support team of the successful bidder. Once the complaint is resolved, the helpdesk person should confirm from the user about his satisfaction of the resolution provided, the helpdesk person should close the ticket if the correct resolution has been provided and the issues are resolved based on the acceptance of the user. The helpdesk operator should log and record the ticket resolution time calculated from the time of logging the ticket till the time of closing the ticket.
  - iii. Based on the request from the device user, the helpdesk person should also arrange for personal visit of the AMC Provider's personnel/ engineer/ district coordinator/ block coordinator to the device location (within desired/ stipulated

time) for assisting the device user in operating the device, and troubleshooting and rectification device/ device application. The person visiting the device location should assist the device user in all kind of device support activities including but not limited to the following tasks:

- Facilitation of the Authentication and e-KYC process through the device i.e. taking thumb impression of citizens through the device along with the beneficiary id.
  - Data entry related to the RISL/ department application on handheld device and operating the device for sending authentication/ e-KYC requests to AUA.
  - Assisting the officer at project site/location in all activities related to user department application, device operation & usage, and connectivity issues.
  - User need based hand holding/ hands-on training of the biometric device and operating guidelines to officials of the user department, and nominated persons by the User Department and RISL.
  - Any problem related with OS maintenance, reloading of OS with all device drivers, OS upgrade, device drivers, System configuration and network configuration (if required) shall be attended & rectified by the successful bidder. All required device drivers shall be provided by the successful bidder and shall also keep a copy of all device drivers.
  - Provide all patches and update for system software, APIs, SDK and provide onsite technical manpower support in using SDK and APIs for access and usage of User department application residing in central server.
  - Troubleshooting and resolution of device issues by sending the technical team onsite.
- iv. The help desk support shall be in constant touch with the e-PDS team at RISL and submit a daily status report of all calls/issues logged and status of each log everyday by 6.30 PM. Bidder shall also provide a login to RISL of its Online Ticket Management Solution

#### **4.3. Monitoring/ Support Setup (minimum requirement as per Annexure-1):**

- a. The AMC Provider shall deploy dedicated District Engineer & Coordinator and Block Coordinator (to be stationed at all block and district headquarters with reporting to highest DoIT&C officer/ official at that particular location, as per the directions of RISL/ User Department) for management of the project during the entire project period for execution, co-ordination and implementation of the AMC project and to provide periodic feedback and reporting to the respective Government authorities as demanded from time to time. It is expected that Block Coordinators/ district coordinators shall visit all the FPS once every quarter and facilitate the use of device and application and understand the challenges faced by FPS owners. All allowances to undertake any field work shall be taken care by selected bidder and RISL shall have no liability of the same. Selected Bidder shall comply with all State and Central Govt. labour laws and RISL shall in no way responsible of contract between the successful bidder and its employees. The detailed roles and responsibilities of the above staff are as under:

<b>Name of position</b>	<b>Roles and responsibilities</b>
State Coordinator	<ul style="list-style-type: none"> <li>• To ensure smooth implementation of the project</li> <li>• Shall be provided at RISL site on dedicated basis</li> <li>• Monitor the performance of District, Block coordinators</li> <li>• Keep a track of project progress and communicate the same to the project officials</li> <li>• Any other work entrusted from time to time by RISL/ DoIT&amp;C</li> </ul>
District Engineer &	<ul style="list-style-type: none"> <li>• Repairing of PoS devices</li> </ul>



Coordinator	<ul style="list-style-type: none"> <li>• To ensure smooth implementation of the project</li> <li>• Monitoring of the performance of Block Coordinator</li> <li>• Infrastructure maintenance</li> <li>• Conduct Monthly Review meets with the block coordinators</li> <li>• To visit FPS on random basis to check the execution of the project</li> <li>• To get the desired data, reports on time</li> <li>• To solve/ close all problems by coordinating with block coordinators, OEM, Department and RISL</li> <li>• To schedule block co-ordinator induction and technical trainings</li> <li>• Send reports to stakeholders and participate in the periodical review meetings at Jaipur/ District</li> <li>• Inform RISL about various problems faced by the FPS owners with regards to the application.</li> <li>• Any other work entrusted from time to time by RISL/ DoIT&amp;C</li> </ul>
Block Coordinator	<ul style="list-style-type: none"> <li>• To collect and verify all reports from FPS</li> <li>• Imparting training on application and POS device to the FPS owner</li> <li>• To coordinate maintenance</li> <li>• To send periodic reports to the DC</li> <li>• To collect sign-off from FPS</li> <li>• To visit FPS in consultation with District Supply Office/ ACP (DD), DoIT&amp;C Office</li> <li>• Inform RISL about various problems faced by the FPS owners with regards to the application.</li> <li>• Any other work entrusted from time to time by RISL/ DoIT&amp;C</li> </ul>
Help Desk	<ul style="list-style-type: none"> <li>• Provided in the scope above</li> </ul>
<p>The formats for all the reports shall be prepared by the AMC Provider and submitted to RISL for approval. The reports submitted by the AMC Provider should strictly be in the approved format. The formats are subject may be revised as per requirements from time to time.</p>	

- b. The minimum requirement of personnel required to be deployed for the monitoring setup is specified at annexure-1, however, AMC Provider is free to provide manpower over and above this requirement to fulfil the SLA requirements.
- c. **Penalty for Non-Availability of Operational and Technical Support Services:** If any device user requests for personal visit of engineer/ manpower for technical support and assistance, the help desk operator shall send the coordinator/ engineer to the desired device location for technical assistance/ troubleshooting within 24 hours of logging the request/complaint. A penalty of Rs. 100 per day shall be levied to the successful bidder for delay in engineer reporting to a device location. Additional penalty of Rs. 100 per hour shall be levied to the AMC Provider if the coordinator/ engineer does not resolve the problem or provide working replacement with-in 48 hours.
- d. Total penalty in payment in any quarter shall not exceed 10% of the total quarterly value. In case total penalty reaches 10% of the total quarterly value, RISL can initiate the process for termination of the Contract.

**4.4. Project Duration:** Initially the contract shall be valid for a period of 09 months starting from the date of providing the Lol/ work order. This period may be extended for 2 years (on yearly basis) on mutually agreed terms.

**4.5. Roles and Responsibilities:**

**4.5.1. Monitoring of Contract:** Contract shall be monitored by RISL from time to time

**4.5.2. Responsibilities of RISL:**

The role of RISL in the successful implementation of the solution includes discharging the following responsibilities:

- i. Coordinate with user department.
- ii. Conduct review meetings at regular intervals to monitor the progress of the project.
- iii. Recommendation of change requests to Contract Monitoring Committee with the finalization of efforts estimation, cost estimation, milestone and payment.
- iv. Review and approve the payments to the Selected Bidder as per SLA.
- v. Any other help/ assistance/ co-ordination required for the successful implementation and operations of the work/ project.

## **5. INSTRUCTION TO BIDDERS (ITB) & BIDDING PROCESS-**

- 1. Sale of Bidding/ Tender Documents:** The sale of bidding documents shall be commenced from the date given in NIB. The complete bidding document shall also be placed on the RISL and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- 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 minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.
- 3. Changes in the Bidding Document-**
  - a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
  - b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
  - c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
  - d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:  
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.
- 4. Period of Validity of Bids-**
  - a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-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.rajabasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single Stage Two part/ cover system shall be followed for the Bid: -
  - i. Technical Bid, including fee details, eligibility & technical documents
  - ii. Financial Bid
- d) The technical bid shall consist of the following documents: -

SNo	Documents Type	Document Format
<b>Mandatory Fee Details</b>		
1.	Bidding Document Fee, Bid Security Deposit, RISL Processing Fee The responding firm / agency a) Should have made a payment of Rs. 1000/- (Rupees One Thousand only) for the RFP Document Fee b) Should have submitted a Bid Security as mentioned in the NIB. c) Should have submitted Processing Fees of Rs. 1000/-	a) Fee Receipt/ DD/ Banker's Cheque for Document Fee b) DD for the Bid Security c) DD/ Banker's Cheque for Processing Fees
<b>Eligibility Documents</b>		
2.	Bidder's Authorisation Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm	As per Annexure-4 (PDF)
3.	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)
<b>Technical Documents</b>		
4.	Documents required for Technical Evaluation as mentioned in technical evaluation criteria	Documents as per technical evaluation criteria
5.	Certificate of Conformity/ No Deviation	As per Annexure-6 (PDF)

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

SNo	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-8 (PDF)
2.	Financial Bid	As per BoQ (.XLS) format available on e-Procurement portal

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

**6. Cost & Language of Bidding-**

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

**7. Alternative/ Multiple Bids-** Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid.**8. Bid Security (EMD)-** 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: -
  - i. when the bidder withdraws or modifies its bid after opening of bids;
  - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - iii. 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;



- iv. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- v. 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:-
  - i. the expiry of validity of bid security;
  - ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - iii. the cancellation of the procurement process; or
  - iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

**9. Deadline for the submission of Bids-**

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

**10. Withdrawal, Substitution, and Modification of Bids-**

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

**11. Opening of Bids-**

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

representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - ii. bid is valid for the period, specified in the bidding document;
  - iii. bid is unconditional and the bidder has agreed to give the required performance security; and
  - iv. other conditions, as specified in the bidding document are fulfilled.
  - v. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

**12. Selection Method-** Bidder would be selected on the basis of Least Cost Based Selection Method (LCBS) i.e. L1 method as specified in "Financial Evaluation Criteria" of clause titled "Evaluation & Tabulation of Financial Bids", wherein an eligible bidder with lowest value of the total of the financial bid shall be declared lowest.

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

**14. Evaluation & Tabulation of Technical Bids-**

- a) The evaluation committee will evaluate all bids and shortlist the bidders who have qualified as per the eligibility criteria as laid down.
- b) The objective of the Technical Bid evaluation is to short list bidders who have the technical competency/ experience/ skills / financial strength that are essential to roll out the project.
- c) **Determination of Responsiveness-**
  - i. 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.
  - ii. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
    - a. "deviation" is a departure from the requirements specified in the bidding document;

- b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
    - c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
  - iii. A material deviation, reservation, or omission is one that,
    - a. if accepted, shall:-
      - affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      - 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
    - b. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
  - iv. 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.
  - v. 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.
- d) **Non-material Non-conformities in Bids-**
  - i. 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.
  - ii. 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.
  - iii. 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.
- e) **Technical Qualification Criteria (TQ)-** Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in this RFP.
- f) **Tabulations of Technical Bids-**
  - i. 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.
  - ii. 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.
  - iii. The number of firms qualified in technical qualification, 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.
  - iv. The bidders who qualified in the technical qualification shall be informed in writing about the date, time and place of opening of their financial Bids.

**15. Evaluation & Tabulation of Financial Bids-** Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the procuring entity shall take following actions for evaluation of financial Bids:-

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer on the consolidated quoted price and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and determine the lowest offer for acceptance to the procuring entity
- h) it shall be ensured that the lowest bid / offer 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. Deleted.**

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

## **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:-
  - i. the Bid is technically qualified;
  - ii. the price quoted by the bidder is assessed to be reasonable;



- iii. the Bid is unconditional and complete in all respects;
  - iv. there are no obvious indicators of cartelization amongst bidders; and
  - v. 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 who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

**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) 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.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - ii. 50% of the value of goods or services of the original contract.

**26. Performance Security-**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) 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: -
  - i. deposit through eGRAS;
  - ii. Bank Draft or Banker's Cheque of a scheduled bank;
  - iii. 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;
  - iv. Bank guarantee/s of a scheduled bank (if performance security is greater than equal to Rs. 10.00 lacs)
  - v. **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/ ATS/ AMC 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: -
  - i. When any terms and condition of the contract is breached.
  - ii. When the bidder fails to make complete supply satisfactorily.
  - iii. 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.

## **27. 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 dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within a period specified in the bidding document or where the period is not specified in the bidding document then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's 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 RTPP Act and Rules. 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 RFP 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.

## **28. Confidentiality-**

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

- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

#### **29. Cancellation of procurement process-**

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
  - i. at any time prior to the acceptance of the successful Bid; or
  - ii. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - i. 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;
  - ii. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

#### **30. Code of Integrity for Bidders-**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for: -
  - i. Prohibiting
    - a. 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;
    - b. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - c. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
    - d. 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;
    - e. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

- f. 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;
  - g. any obstruction of any investigation or audit of a procurement process;
  - ii. disclosure of conflict of interest;
  - iii. 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: -
  - i. exclusion of the bidder from the procurement process;
  - ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - iii. forfeiture or encashment of any other security or bond relating to the procurement;
  - iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

### **31. 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 Selected 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.

### **32. 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:
  - i. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings;
  - ii. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- 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/ Secretary, IT&C, GoR  
Second Appellate Authority: Secretary (Budget), Finance Department, GoR
- f) Form of Appeal:
  - i. Every appeal under (a) and (c) above shall be as per Annexure-14 along with as many copies as there are respondents in the appeal.
  - ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.
- g) Fee for Appeal: Fee for filing appeal:
  - i. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - ii. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
  - i. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - ii. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
    - a. hear all the parties to appeal present before him; and
    - b. peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - iii. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - iv. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- 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.

**33. 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.

**34. 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.

**35. Offences by Firms/ Companies-**

a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-

- i. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
- ii. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

d) Abetment of certain offences: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

**36. Debarment from Bidding-**

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

- i. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- ii. 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.

### **37. 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.
- g) The Contract Monitoring Committee shall give final approvals on proposed Change Requests (if any) based on the man-month rates and effort estimation, during the course of the project.
- h) In case the, Contract Monitoring Committee finds the services provided by the System Integrator to be satisfactory and intends to increase the Support and Maintenance of Software solution, RISL can do this by incrementing the Support and Maintenance Cost by 10% annually on the quoted amount on a prorate basis.

## 6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-

### 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 and Services from the successful / Selected Bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful / Selected Bidder in accordance with the terms and conditions set forth in the contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful / Selected Bidder is required to supply to the Purchaser in the contract.
- h) "Purchaser" means the entity purchasing the Services, 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) "Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good.
- k) "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/Services to be supplied or execution of any part of the Related Services is subcontracted by the successful / Selected Bidder.
- l) "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.
- m) "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.*

**A. General Conditions of the Bid-**

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 or as specified in the special conditions of the contract. 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. **Consortium-** Consortium in any form is not allowed.
5. **Eligible Services, Goods and Related Services-**
  - a) For purposes of this Clause, the term "services" includes the services to be delivered by the Selected Bidder as per scope of work and required to run the project successfully, "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
  - b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful / Selected Bidder must be associated with specific make and model numbers, 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/ AMC Provider must have its own registered spares depot/support services based in Rajasthan having adequate inventory for providing the necessary spares as per the requirement of the RFP.
- d) The OEM/ AMC Provider 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 Services, 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.

#### **8. Scope of Supply/ AMC-**

- a) Subject to the provisions in the bidding document and contract, the Services, Goods and Related Services to be supplied shall be as specified in Scope of Work/ Schedule of Supply section of 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 goods and services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply and software that is likely to be declared as End of Sale in next 6 months and End of Service/ Support for a period of 3 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted software. If any of the software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such 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, services 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/ AMC Provider 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 Selected 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 Lol/ 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 services, 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 services, 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 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 services delivered, 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 Bidders-**

- 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 under this contract with tendering authority/ 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 TDS, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates. All other taxes, duties, license fee and levies shall be included in the bid price excluding GST.
- b) For goods supplied from outside India, the successful/ Selected Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ Selected Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

**15. Copyright/ Intellectual Property Rights (IPR)-** The copyright/ IPR in all drawings, source code design documents, and other materials containing data and information furnished to the Purchaser that has been developed/ customized by the Selected Bidder for the project herein shall remain vested in the Purchaser.

**16. Confidential Information-**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - i. the Purchaser or Supplier / Selected Bidder need to share with RISL or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

**17. Sub-contracting-**

- a) Unless otherwise specified in the Contract, the Selected 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 tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should

conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conform 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 services, goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ 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 services, 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/Services.
- 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 Selected 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 suppliers / 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. Testing charges-** In case RISL gets the testing of software solution done by third party, cost towards the same shall be borne by RISL.

#### **24. 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 RISL 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 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 supplier's/ Selected Bidder's risk and on his account.

#### **25. Extension in Delivery Period and Liquidated Damages (LD)-**

- a) Except as provided under clause "Force Majeure", if the Supplier/ Selected Bidder fails to deliver any or all of the Services or 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 services, 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 services is on account of hindrances beyond the control of the supplier/ Selected Bidder.
- d) 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 services 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 services after which such request shall not be entertained.
- e) The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and services 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.
- f) Normally, extension in delivery period of goods and services in following circumstances may be considered without liquidated damages:
  - i. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
  - ii. 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.
- g) 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.
- h) 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.
- i) If RISL are 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.
- j) In case of extension in the delivery of services and/ or installation/ completion 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 has failed to supply or complete: -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of start of AMC	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the	5.0 %

	prescribed period of start of AMC	
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of start of AMC	7.5 %
d.	Delay exceeding three fourth of the prescribed period of start of AMC	10.0 %

- 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.
- The maximum amount of liquidated damages shall be 10% of total value of the items to be supplied in the particular phase.
- \* The percentage of LD is applicable on the payment due for a particular milestone.

## **26. Authenticity of Equipments / Software-**

- The Selected Bidder shall certify (as per Annexure-7) that the supplied goods and services conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- If during the contract period, the said goods/ services 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/services, the purchaser will be entitled to reject the said goods/services or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods/services will be at the Selected Bidder's risk and all the provisions relating to rejection of goods/services 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.
- 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 this clause of the contract.

## **27. Warranty/Support/ AMC-As per scope of work (Chapter 4).**

## **28. Patent Indemnity-**

- The Supplier / Selected Bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
  - the installation of the Goods/ delivery of service by the Supplier/ Selected Bidder or the use of the Goods/ services in the country where the Site is located; and
  - the sale in any country of the products produced by the Goods.
  - Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier/ Selected Bidder, pursuant to the Contract.

- iv. 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.
  - b) 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.
  - c) 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.
  - d) 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.
- 29. 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
- 30.** 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.
- 31. 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.
- 32. Force Majeure-**
- a) The Supplier/ Selected Bidder shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, 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 RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ Selected Bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the RISL, RISL may take the case with the contractor on similar lines.

### **33. 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. New functionality / modification to be added after UAT has been done.
  - v. 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) In case, a new functionality/ modification is done, Selected Bidder shall identify the effort (in man-month) required for making the change(s). Rates for the man month shall be the composite man-month rates quoted by the Selected Bidder in the financial bid. Changes shall however be done by the Selected Bidder after approval of effort estimates by RISL.
- d) 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.

### **34. 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 judgment of the Procuring Authority has 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.
    - a. Amount of performance security deposit may be forfeited.
    - b. 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/ 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:
  - iv. To have any portion completed and delivered at the Contract terms and prices; and/or
  - v. 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.

### **35. Settlement of Disputes-**

- a) **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.
- b) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall also apply to the arbitration proceedings.

### **36. Verification of Eligibility Documents by RISL –** RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for such verification. Any



such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTPP Act 2012.

- 37. Risk & Title** – All title, risk and ownership of the assets is to be transferred to RISL or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of title ship of assets shall be borne by the selected bidder/authorized partner.

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

### 1) **Payment Terms and Schedule**

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

Sno	Milestone	Deliverable	Timelines	Payment
1	Comprehensive AMC charges to be paid in equated quarterly Installments	Satisfactory AMC services certificate provided during the quarter duly verified by the concerned officer/ official (including DSO/ EO/ EI/ ACP/ Programmer, etc.) along with month wise verified attendance sheet for the deployed monitoring setup.	Quarterly	100% on successful completion of quarter, based on the deliverables submitted to RISL.
Note: No Advance payment shall be made. Remittance charges on payment made shall be borne by the tenderer. The comprehensive AMC charges should not be provided as a percentage figure; the bidder is advised to quote charges in absolute Indian Rupees				

- b) All payments would be made on actual basis.
- c) 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.
- d) 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
- e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the supplier/ selected bidder.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) 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.
- i) Any penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.
- j) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

### 2) **Service Level Standards/ Requirements/ Agreement:**

Sr. No.	Measurement Parameter	Service Level	Penalty
A.	Time to resolve complaints after lodging the complaint for the hardware	Within 48 hours of lodging the complaint	No penalty
		>=48 hours of lodging the complaint	Rs 500 for every 24 hours passed after lodging the complaint

- a) If the call is not resolved and the value of penalty for any item reaches 10% of the applicable payment in any quarter NOTICE shall be issued. If two such notices are issued during a year for any item or if tendering authority feels that SI is not performing as per requirement, then tendering authority may terminate the contract including forfeiture of the PSD and may also debar the AMC Provider from bidding (for all types and form of bids) for at least three years in RISL and DoIT&C.

- b) Penalty for not adhering to the service levels should not exceed more than 10% of the total applicable quarterly payment. In case the penalty exceeds 10% of the total applicable quarterly payment for two continuous quarters, tendering authority may terminate the contract including forfeiture of the PSD, at its sole discretion.

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

Detailed Functional Requirement Specification are given in the Annexure-2

S.No.	District	OEM Firm	Total No. of PoS Devices	Minimum No. of Manpower required (District Engineer & Coordinator and Block Coordinators)
1	Ajmer	M/s Analogics	1297	15
2	Alwar	M/s Linkwell	1097	16
3	Banswara	M/s Linkwell	634	12
4	Baran	M/s Linkwell	556	8
5	Barmer	M/s Linkwell	1052	19
6	Bharatpur	M/s Analogics	1043	12
7	Bhilwara	M/s Analogics	895	14
8	Bikaner	M/s Linkwell	1105	11
9	Bundi	M/s Linkwell	442	6
10	Chittorgarh	M/s Linkwell	686	13
11	Churu	M/s Linkwell	928	12
12	Dausa	Linkwell	764	11
13	Dholpur	Analogics	443	6
14	Dungarpur	Linkwell	530	11
15	Hanumangarh	Linkwell	706	9
16	Jaipur	Linkwell	2184	25
17	Jaisalmer	Linkwell	327	5
18	Jalore	Analogics	624	9
19	Jhalawar	Linkwell	603	7
20	Jhunjhunu	Linkwell	793	10
21	Jodhpur	Linkwell	1376	21
22	Karauli	Linkwell	587	10
23	Kota	Linkwell	694	10
24	Nagaur	Analogics	1297	17
25	Pali	Analogics	769	11
26	Pratapgarh	Linkwell	347	6
27	Rajsamand	Analogics	490	8
28	Sawai Madhopur	Linkwell	569	8
29	Sikar	Linkwell	900	12
30	Sirohi	Analogics	403	6
31	Sri Ganganagar	Linkwell	686	11
32	Tonk	Analogics	628	8
33	Udaipur	Linkwell	1282	21
<b>Total</b>			<b>26737</b>	<b>380</b>

**ANNEXURE-2: Deleted**



**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 NIB reference No. \_\_\_\_\_ dated \_\_\_\_\_. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

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

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 - DELETED**



**ANNEXURE-8: FINANCIAL BID COVER LETTER & FORMAT**

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

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 as asked in the financial bid.

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

Note: Bidders shall carefully fill out the relevant details and the BoQ on eproc portal.

BoQ

<<To be uploaded on Rajasthan eProcurement Portal >>

Item No.	Item Description	Qty.	Units	Per Unit Per Month Rate in INR (incl. all incidental charges and all Taxes excl. GST)	No. of Months	Total Rate for Qty. Units for 09 months (incl. all incidental charges and all Taxes excl. GST)
1	2	3	4	5	6	7 = 3 x 5 x 6
1	Comprehensive On-Site Maintenance Contract with spare parts for Point of Sale (PoS) machines installed at Fair Price Shops (FPS) across Rajasthan under Targeted Public Distribution System (TPDS) as per Scope of Work with monitoring setup.	26,737	Nos.		09	
***Sub-Total in Figures (incl. all incidental charges and all Taxes but excl. GST)						
***Sub-Total in Words						
	Note- 1. Taxes shall be paid as applicable. 2. Wherever per unit cost has been asked, payment shall be made on actual work done					

**ANNEXURE-9: BANK GUARANTEE FORMAT**

{to be submitted by the bidder's bank}

1. BANK GUARANTEE FORMAT – BID SECURITY – Not permissible
2. 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, Yojana Bhawan, B-Block, Tilak Marg, 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 Order No.....dated ..... 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

#### **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:

**ANNEXURE-10: DRAFT AGREEMENT FORMAT****{to be mutually signed by selected bidder and procuring entity}**

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of Successful Bidder/ Supplier and has placed the Letter of Intent having Reference No. \_\_\_\_\_ dated \_\_\_\_\_, on which Successful Bidder/ Supplier has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

Successful Bidder/ Supplier has deposited a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ ref no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank and valid up to \_\_\_\_\_ as performance security deposit (SD) for the due performance of the contract.

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

1. The NIT Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this Warranty/ Maintenance support of Electronic Public Distributed System for 2nd year as per scope of work contract and are binding on both the parties executing this contract.
2. This Agreement for Contract shall remain valid for all the work orders to be issued to Successful Bidder/ Supplier \_\_\_\_\_ during the entire period of this Contract.
3. In consideration of the payment to be made by RISL to Successful Bidder/ Supplier at the rates set forth in the Letter of Contract Reference No. \_\_\_\_\_ dated \_\_\_\_\_, will duly supply and install the said articles set forth in all the work orders to be issued during the period of contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/



annexures and Technical Bid along with subsequent clarifications submitted by Successful Bidder/ Supplier.

4. The RISL do hereby agree that if Successful Bidder/ Supplier shall duly supply & install the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to Successful Bidder/ Supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work ordersto be issued to Successful Bidder/ Supplier and completed by Successful Bidder/ Supplier within the period as specified in the work order to be issued to Successful Bidder/ Supplier during the period of contract.
6. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which M/s\_\_\_\_\_has failed to supply or complete the work:-

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ warranty services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10%.
- iii. If M/s\_\_\_\_\_requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of M/s\_\_\_\_\_.

#### 7. Service Level Standards/ Requirements/ Agreement

Sr. No.	Measurement Parameter	Service Level	Penalty
A.	Time to resolve complaints after lodging the complaint for the hardware	Within 48 hours of lodging the complaint	No penalty
		>=48 hours of lodging the complaint	Rs 500 for every 24 hours passed after lodging the complaint
B.	Absence of onsite resources (In case the onsite resources are not available for more than 3 days in any month (office		INR Rs. 7,000 per day
			INR Rs. 5,000 per day

	working hours), penalty shall be levied as per following )		INR Rs. 5,000 per day
--	--	--	-----------------------

If the call is not resolved and the value of penalty for any item reaches value of the item a NOTICE shall be issued. If two such notices are issued during a year for any item or if tendering authority feels that SI is not performing as per requirement, then tendering authority may terminate the contract including forfeiture of the PSD and may also debar the SI from bidding (for all types and form of bids) for at least three years in RISL and DoIT&C

Penalty for not adhering to the service levels should not exceed more than 10% of the total applicable quarterly payment. In case the penalty exceeds 10% of the total applicable quarterly payment for two continuous quarters, tendering authority may terminate the contract including forfeiture of the PSD, at its sole discretion

8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2018.

Signed By:	Signed By:
( ) Designation: Company:	Managing Director, RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan
( ) Designation: Company:	() Designation: Department of IT&C, Govt. of Rajasthan

**ANNEXURE-11: 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 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-12: 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 .....

Applicant's Signature