Request for Proposal (RFP) Document for Hiring of New Office Building for RISL

[Reference No. F1.9 (167)/RISL/Misc/2016/2666 Dated: 11/07/2016]

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Tendering Authority/ Purchaser	Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date, Time & Place of Pre-bid meeting	21-July-2016 at 3:00 PM Board Room, RajCOMP Info Service Limited, 1st Floor, Yojana Bhavan, C-Scheme, Jaipur
Last Date & Time of Submission of eBid	**16-August-2016 at 5:00 PM**
Date & Time of Opening of Technical eBid	**17-August-2016 at 4:00 PM**

Cost of Tender Document: Rs. 1000/- Only (Rupees One Thousand Only)

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

RajCOMP Info Services Limited (RISL)
1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Phone: 91 (141) 2229394, 5103902 Fax: 91 (141) 2228701
Website: http://risl.rajasthan.gov.in
Email: info.risl@rajasthan.gov.in

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ABBREVIATIONS & DEFINITIONS

Lease Agreement	The Agreement to be signed between the successful bidder and RajCOMP Info Services Ltd.
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective bidding firm.
Bidder / Tenderer	"Bidder" means any firm/ agency/ company/ contractor/ vendor responding to Invitation for Bids / Request for Proposal / Notice Inviting Tender and which is participating in the Bid. Also called offeror or quoter.
AMC	Agreement Monitoring Committee
Lease	The "Lease" means a legally enforceable agreement entered into between RajCOMP Info Services Limited (RISL) and the selected bidder(s) with mutual obligations.
Agreement Period	The expected Agreement Period is Five (3) years extendable to Five (5) which shall commence from the date of Agreement till the specified term as per the agreement.
Day	"Day" means a Calendar day
DoIT&C, GoR	Department of Information Technology and Communication, Government of Rajasthan
EMD	Earnest Money Deposit
GoI	Government of India
GoR	Government of Rajasthan
ICT	Information and Communication Technology
INR	Indian Rupee
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LCBS	Least Cost Based Selection Method (L1)
LoI	Letter of Intent
Month	Month refers to calendar month
NIT	Notice Inviting Tender
PAN	Permanent Account Number
PC	Procurement Committee
Purchaser/ Tendering Authority	Person or entity that is a recipient of a good or service provided by the Selected Bidder under a purchase order or agreement of sale. Also called buyer. RajCOMP Info Services Limited (RISL) in this RFP document.
RFP	Request for Proposal, an early stage in procurement process, issuing an invitation for bidders, through a bidding process, to submit a proposal on a specific commodity or service.
RISL	RajCOMP Info Services Ltd.
Services	"Services" means the services to be delivered by the successful bidder and involves all the services mentioned in "Scope of Work".
SoW	Scope of Work
State Government	Government of Rajasthan
TC	Technical Committee
TIN	Tax Identification Number
VAT	Value Added Tax
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BIDS (IFB) AND NOTICE INVITING BID (NIB)

INVITATION FOR BID (IFB)& NOTICE INVITING BID (NIB)

UBR No.	Unique bid no.: RISL/16/OCB/106
NIB Ref. No.	F1.9(167)/RISL/Misc/2016/2666 dated 11/07/2016
Name & Address of the Procuring Entity	• Name: RajCOMP Info Services Limited (RISL) • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	• Name: Shri. Chhatrapal Singh • Designation: Manager, RISL • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) • Email: chhatrapal.risl@rajasthan.gov.in
Subject Matter of Procurement	• Hiring building/Space for RISL technical support team.
Bid Procedure	• Single-stage Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	• Least Cost Based Selection (LCBS) - L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	• Websites:http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in, http://risl.rajasthan.gov.in • Bidding document fee: Rs. 1,000/- (Rupees One Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". • RISL Processing Fee: Rs. 1,000/- (Rupees One Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	• Rs. 275 Lacs (Rupees Two Crores Seventy Five Lacs only)
Bid Security (EMD) and Mode of Payment	• Amount (INR): 2% of the estimated agreement cost. • Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"
Period of Sale of Bidding Document (Start/ End Date)	• Start Date: 15-July-2016 at 5:00 PM • End Date: 16-August-2016 at 5:00 PM
Date/ Time/ Place of Pre-bid Meeting	• 21-July-2016 at 3:00 PM • Board room, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Manner, Start/ End Date for the submission of Bids	• Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) • Start Date: 22-July-2016 at 5:00 PM • End Date: 16-August-2016 at 5:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security,	• From 21-July-2016, 4:30 PM to 17-August-2016, 3:30 PM

and Processing Fee*	
Date/ Time/ Place of Technical Bid Opening	• Date: 17-August-2016 • Time: 4:00 PM • Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

Note:

1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, Instrument 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.
2) *In case, any of the bidders fails to physically submit the Instrument for Tender Fee, Bid Security, and RISL Processing Fee up to 3:30 PM on 17-August-2016, its Bid shall not be accepted. The Instrument should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." and payable at "Jaipur" from any Scheduled Commercial Bank.
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 http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
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.
5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
   Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   e-mail: eproc@rajasthan.gov.in
   Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Chairman & Managing Director

2. BACKGROUND INFORMATION

2.1 Project Profile and Problem Analysis

Department of Information Technology and Communication (DoIT&C) Government of Rajasthan is spearheading the e-Governance projects in the state and also providing ICT infrastructural support (SDC, Connectivity etc) to all the departments of the state through creating G2G, G2C, G2B and C2G applications.

As the RISL has expanded its scope of works, the requirement of the resources has been increased many fold since its inception. This workforce include newly recruited permanent workforce of different ranks and also the workforce of the SeMT and the consultants hired from the private firms. Besides, there has been constant influx of temporary resources for few days and sometimes considerably longer duration as per project requirements. The establishment staff has also increased considerably due to this expansion of the department. This workforce needs huge space to house them along with their electronic equipment and furniture. The present building of Yojana Bhawan has well served the purpose till now but it has been overcrowded now and there is an acute need to hire space to house the establishment staff. This is an apt option due to functionality also as the technical staff may be housed in the main building with the IT officials and the official staff may be housed in a separate hired building. This arrangement shall solve the problem of overcrowding of the main building of Yojana Bhawan.

2.2 Project Objectives and Goals

There is an urgent requirement of a new building/space of around 3000 sq feet and 2000 sq ft. with below mentioned pre requisites:

- Around Yojana Bhawan or Secretariat, or adjoining C Scheme.
- Ground/first floor preferred.
- Ample Parking are for 4/2 wheelers.
- Approach must be wide and easy.
- Documents must be clear and unchallenged.
- Power and Water supply is a must.
- Individual property will be given preference.

3. ELIGIBILITY CRITERIA

S. No.	Basic Requirement	Specific Requirements	Documents Required
1)	Legal Property	The property must be registered with JDA / other local bodies and bidder should be the owner of the registered property. There should be No liabilities, encumbrance and litigation wrt to its ownership, lease/renting and pending payments against the offered space.	Copy of the Certificate of Registration/JDA PATTA/ Other registration documents/ Power of Attorney from Owner of the registered property.
2)	NOC from the society/RWA	In case the space comes under some other RWA or society/campus, a NOC is required to use it for the government official purpose.	NOC document.
3)	Two Space Required	1. Minimum 3000 sq ft. 2. Minimum 2000 sq ft.	Property document stating the area of the property.
4)	Parking Space	Assure free parking space for cars and two wheelers is a mandate, as it will be used for Government Office purpose.	Property layout plan or any document showing the parking is adequate duly signed/attested by a registered architect.
5)	Details of the Location and Site	Details of the site and relevant documents per Annexure-7	Details as required in Annexure-7
6)	Basic pre requisites	Some basic pre requisites are to be provided: • Water, • Sewerage, • Electricity (3 phase connection)	Copy of Site layout plan or similar document showing utilities and parking. Document should be duly signed/attested by a registered architect.
7)	Blacklisting	Bidder should: - a. not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b. not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement agreement within a period of five years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c. not have a conflict of interest in the procurement in question as specified in the bidding document.	A self-certificate letter as per Annexure-6

		d. comply with the code of integrity as specified in the bidding document	

<u>Note:</u> The bidder/ firm are requested to kindly adhere to the order of documents as mentioned above. Also, all the required documents should be properly annexed as indicated above along with an Index Page.

4. SCOPE OF WORK, DELIVERABLES AND TIMELINES

4.1 Scope of Work:

Scope of the project shall primarily involve following

- Documenting the lease deed with RISL after successful completion of all the pre requisites.
- Providing the handover of the premises after thorough visit to the RISL personnel.

4.1.1 Pre requisites/Documentation of Lease Deed

a) Pre requisites for the space:

RISL has prescribed the below mentioned pre requisites for the building/space to be hired:

- Two spaced are required with minimum 3000 sq ft. and 2000 sq ft.
- Wide and easy approach.
- Independent property to be used up as government complex.

The detailed requirements are listed in the table below:

Sr. No	Requirements for the Building as prescribed by RISL
1.	Around Yojana Bhawan or Secretariat, or adjoining C Scheme.
2.	Ample Parking for 4/2 wheelers
3.	Wide approach to the building, Individual property will be given preference
4.	Acceptability to be used as Government official campus
5.	The building/space confirms the laws prescribed by JDA, JMC, PWD and other relevant authorities
6.	Basic Amenities like: Water, Sewerage, Electricity (3 phase connection) and Electrical fittings.
7.	Lift is essential, if building is more than 3 stories.
8.	The independent building will be given preference so that government premises can be easily setup.
9.	Adequate toilet facilities (separate toilet ladies and gents).

Note: The space offered should be free from any liability, encumbrance and litigation with respect to its ownership, lease/renting and pending payments against the offered space.

RISL shall be using it for its business activities and shall do temporary construction in the premises for making it usable for these activities.

A list of items handed to RISL shall be made. A copy of the same shall be kept by the both. In case of any damage to the item the payment shall be made on the depreciated rate.

4.1.2 Maintenance of the Space/Building

Selected bidder shall conduct the maintenance of the basic amenities like Electricity, Sewerage, Water supply provided by the bidder during handover of the complex/ site. The bidder will be responsible for maintenance the electrical power and the RISL for its business shall not be done by the selected bidder.

In case same is not being done timely, RISL may do it by themselves and deduct an equal amount from the bidders rent.

4.2 Lease Agreement Duration

The lease agreement duration will be initially for Three (3) Years extendable to Five (5) Years depending on the first tenure experience by RISL.

4.3 Project Deliverables, Milestones & Time Schedule

a) Selected Bidder is expected to carry out all ground work including documentation, coordination with RISL/ JDA, JMC and other stakeholders related to the Lease agreement.

b) Selected bidder needs to submit following documents:-

Milestone	Deliverables	Timelines
Signing of Lease	• Compliance document (if any) • Lease document	T + 15
Handover of premises.	• Keys and access codes (if any) to the premises.	T + 60
Monthly rent and maintenance	• Copy of bill for getting rent	Before 7th of each month

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 NIT. 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. **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.
3. **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.
4. **Format and Signing of Bids**
   a) Bidders must submit their bids online at eProcurement portal i.e. http://eproc.rajasthan.gov.in.
   b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
   c) A Single stage 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: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (eProc)	Instrument/ Proof of submission (PDF)
3.	Bid Security (EMD)	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate	As per Annexure-4 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)

Technical Documents		
6.	Covering letter of the bid	Annexure -1
7.	Tender form	Annexure-3
8.	Certificate of Conformity/No deviation	Annexure-6
9.	Technical Bid and supporting documents	Annexure-7

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-8 (PDF)
2.	Financial Bid	As per BoQ (.XLS) format available on e-Proc 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.

5. **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.

6. **Alternative/ Multiple Bids:** Alternative/ Multiple Bids shall not be considered at all.

7. **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, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.

f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.

g) The 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.

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; and
   iv. 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) 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 lease 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.

8. 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.

9. 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.

10. 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.

11. Selection Method: Bidder would be selected on the basis of Least Cost Based Selection Method (LCBS) i.e. L1 method

12. Clarification of Bids

a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.

b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.

c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.

d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

13. Evaluation & Tabulation of Technical Bids

a) The evaluation committee will evaluate all bids and shortlist the bidders who have qualified PQ and technical requirements of the bid

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 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 agreement; or

b. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

iii. 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.

iv. 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 Layout design, Property Registration Certificate, Compliance from other relevant departments 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 Evaluation Criteria:** 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 the clause "**Format and Signing of Bids**" and documents mentioned in the table below for obtaining marks in the respective parameter.

The technically committee including representatives of DoIT/RISL may **"physically visit"** the site/space and confirm the details as provided in the technical formats for checking the qualification of technical bid.

14. **Evaluation & Tabulation of Financial Bids:** Subject to the provisions of "Acceptance of Successful Bid and Award of Agreement" 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;
15. **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.

16. **Negotiations**
    a) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
    b) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
    c) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available).
17. **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.

18. 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.

19. Acceptance of the successful Bid and award of agreement

a) The procuring entity after considering the recommendations of the bid evaluation committee 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) The procuring entity shall award the agreement 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 agreement satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

d) 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.

e) 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 agreement is executed, the letter of acceptance or LOI shall constitute a binding agreement.

f) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the lease agreement with the successful bidder is signed.

20. **Information and publication of award:** Information of award of agreement shall be communicated to all participating bidders and published on the respective website(s) as specified in NIB.
21. **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 agreement, without thereby incurring any liability to the bidders.
22. **Execution of Lease Deed**
    a) A procurement agreement 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 agreement 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 Lease agreement within specified period, the procuring entity may, in such case, cancel the procurement process or if it deems fit.
23. **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 agreement as required, or fails to provide any required security for the performance of the agreement, the procuring entity may cancel the lease agreement 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 agreement has been entered into;
        ii. rescind (cancel) the relevant agreement or forfeit the payment of all or a part of the agreement value if the procurement agreement has been entered into between the procuring entity and the convicted bidder.
24. **Code of Integrity for Bidders**
    a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
    b) The code of integrity include provisions for: -
        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 behavior 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 five 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-agreement 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 agreement 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 five years.

25. 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 agreement after being declared the successful bidder;
d) fails to provide 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 agreement, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

26. 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 Agreement", 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 endeavor 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 endeavor 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: Principal Secretary, Finance Department, GoR
f) Form of Appeal:
i. Every appeal under (a) and (c) above shall be as per Annexure-15 along with as many copies as there are respondents in the appeal.
ii. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
iii. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
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.

27. **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.

28. **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.

29. **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.

30. **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 agreement.

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 five 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 five years.

d) Where the entire bid 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 agreement, the bidder may be debarred from participating in any

procurement process undertaken by the procuring entity for a period not exceeding five 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.

31. Monitoring of Agreement

a) An officer or a committee of officers named Agreement Monitoring Committee (AMC) may be nominated by procuring entity to monitor the progress of the agreement during its delivery period.

b) During the delivery period the AMC shall keep a watch on the progress of the agreement and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable agreement, 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 agreement 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) Any change in the constitution of the firm, etc. shall be notified forth with by the Bidder in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the agreement.

d) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the agreement 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 agreement.

e) The selected bidder shall not assign or sub-let his agreement or any substantial part thereof to any other agency without the permission of procuring entity.

f) The Agreement 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.

g) In case the, Agreement Monitoring Committee finds the Leased Space provided by the Selected bidder is satisfactory and can be extended, RISL can do this by incrementing the lease rent by 5% in case of residential or 8% in case of non-residential property on the quoted amount on a prorate basis.

h) The annual rent would be incremental at 5% per annum.

6. TERMS AND CONDITIONS, OF TENDER & AGREEMENT

Definitions

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

a) "Agreement" means the agreement entered into between the Purchaser and the successful / selected bidder together with the agreement documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Agreement Documents" means the Lease agreement document, including any amendments thereto.

c) "Agreement Price" means the price/rent 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 Agreement.

d) "Day" means a calendar day.

e) "Purchaser" means the entity purchasing the Services, Goods and Related Services, as specified in the bidding document.

f) " Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose bid to perform the Agreement 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.

g) "The Site," where applicable, means the site of lease named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the scope of work and 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 agreement refer the same to the procuring entity and get clarifications.

A. General Conditions of the Bid

1. Agreement Documents

Subject to the order of precedence set forth in the Agreement, all documents forming the Agreement (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 Lease Agreement constitutes the entire agreement between the Purchaser and the selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of agreement.

c) Amendment: No amendment or other variation of the Agreement shall be valid unless it is in writing, is dated, expressly refers to the Agreement, 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 Agreement or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Agreement, neither shall any waiver by either party of any breach of Agreement operate as waiver of any subsequent or continuing breach of Agreement.

e) Any waiver of a party's rights, powers, or remedies under the Agreement 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 Agreement 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 Agreement.

3. Language

a) The Agreement as well as all correspondence and documents relating to the Agreement 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 agreement. Supporting documents and printed literature that are part of the Agreement 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 agreement, in which case, for purposes of interpretation of the Agreement, 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. Notices

a) Any Notice given by one party to the other pursuant to the Agreement shall be in writing to the address specified in the agreement. 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.

5. Governing Law

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

6. Scope of Lease Agreement

a) Subject to the provisions in the bidding document and agreement, to be provided shall be as specified in Scope of Work section of the bidding document.

7. Lease Agreement and Space handover

a) Subject to the conditions of the agreement, the signing of the agreement of the lease shall be made between RISL and Selected bidder in accordance with the schedule specified in the bidding document.

The fees of the lease document will be equally shared by the Bidder and RISL at the time of agreement.

b) The Agreement for the supply can be repudiated at any time by the RISL, if the provisions are not made to the satisfaction after giving an opportunity to the Selected Bidder of being heard and recording the reasons for repudiation.

8. Lease Agreement Document Cost

a) The Lease agreement documentation fees/cost will be equally shared between the selected bidder and the RISL at the time of lease agreement.

9. **Taxes & Duties**

The TDS, Service Tax etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates. All other taxes, duties, license fee and levies including Central Sales Tax and Entry Tax shall be included in the bid price.

10. **Limitation of Liability:**

Except in cases of gross negligence or willful misconduct: -

a) the aggregate liability of the Selected Bidder to the Purchaser, whether under the Agreement, in tort, or otherwise, shall not exceed the amount specified in the

Agreement, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Selected Bidder to indemnify the Purchaser with respect to patent infringement.

11. **Change in Laws & Regulations:**

Unless otherwise specified in the Agreement, 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, any 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.

12. Force Majeure

a) The Selected Bidder shall not be liable for liquidated damages, or termination for default if and to the extent that it's delay in handover or other failure to perform its obligations under the Agreement is the result of an event of Force Majeure.

b) The said premises shall be deemed to include the fixtures and fittings existing thereon and the RISL shall upon the expiration of the terns hereby created or any renewal thereof and yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or civil commotion, enemy action and/or other causes not within the control of the RISL excepted, PROVIDED THAT THE RISL shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewable thereof.

c) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the 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 Selected Bidder.

d) In case a Force Majeure situation occurs with the RISL / DoIT, RISL / DoIT may take the case with the contractor on similar lines.

13. Change Orders and Agreement Amendments

a) The Purchaser may at any time order the Selected Bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Agreement

b) If any such change causes an increase or decrease in the cost of, or the time required for, the Selected Bidder's performance of any provisions under the Agreement, an equitable adjustment shall be made in the Agreement Price

c) Prices to be charged by the Selected Bidder for any Related Services that might be needed but which were not included in the Agreement shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Selected Bidder for similar services.

14. Termination

a) Termination for Default

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

a. If the Selected Bidder fails to deliver the site within the time period specified in the agreement, or any extension thereof granted by RISL; or

b. If the 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 agreement.

c. If the Selected Bidder commits breach of any condition of the agreement.

b) **Termination for Insolvency:** RISL may at any time terminate the Agreement by giving a written Notice of at least 30 days to the Selected Bidder if the Selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the 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/ Foreclosure**

i. RISL, by a written Notice of at least 30 days sent to the Selected Bidder, may terminate the Agreement, 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 Selected Bidder under the Agreement is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the Selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the agreement if any due to such termination.

15. Settlement of Disputes

a) **General**: If any dispute arises between the Selected bidder and RISL during the execution of an agreement that it should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the selected bidder.

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

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

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

B. Special Conditions of the Bid

1. **Payment Terms and Schedule:** Payments to the selected bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

Milestone	Deliverables	Payment
Signing of Lease	• Compliance document (if any) • Lease document	The payment cycle will commence after handing over of the building to RISL.
Handover of premises.	• Keys and access codes (if any) to the premises.	
Monthly rent and maintenance	• Copy of bill for getting rent	Before 7th of each month

- The bidder shall submit the bill for monthly payment before 7th day of the each month. Once it is submitted, RISL will process and deposit the amount at the earliest.
- The RISL will bear the other expenses for the lease period, such as:
  - Water bill
  - Electricity bill.
  - Any other expenses as mutually agreed in lease agreement.
- The currency or currencies in which payments shall be made to the selected bidder under this Agreement shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the selected bidder.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- Taxes (work agreement tax, service tax), as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

2. The said premises shall be deemed to include the fixtures and fittings existing thereon and the RISL shall upon the expiration of the terns hereby created or any renewal thereof and yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or civil commotion, enemy action and/or other causes not within the control of the RISL excepted, PROVIDED THAT THE RISL shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewable thereof.
3. The RISL shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any.
4. All existing and future rates, taxes including property tax, assessment charges and other out-goings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor.
5. The RISL shall pay all charges in respect of electrical power, light and water, used on the said premises during the continuance of these parents.
6. The owner shall execute necessary repairs usually made to premises in that locality as and may be specified by the RISL in a notice in writing within such time as may be

mentioned therein and if the owner fails to execute any repairs I pursuance of the notice, the RISL may cause the repairs specified in the notice to be executed at he executed at the expense of the owner and the cost thereof may, without prejudice to any other mode of recover, be deducted from the rent payable to the owner.

7. The RISL shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and/or other causes, not within control of RISL or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the RISL shall have the power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery.

8. The RISL shall be entitled to terminate the lease at any time giving to the bidder three months previous notice in writing of its intention to do so.

9. Any structural changes required by RISL in commencement, the owner has to provide shall be made and the expense will be borne by the owner only.

10. There will be sufficient space for boards/hoardings/logo of the department/office to be place for no extra cost.

11. The properties with ground/first floor to offer will be considered on priority.

ANNEXURE 1 –COVERING LETTER OF THE BID

(To be submitted on the Company Letter head of the Tenderer, sealed and signed)

To,

Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan, Tilak Marg,

C-Scheme, Jaipur (Rajasthan)

[Reference No.]

Dear Sir,

Ref: Request for Proposal (RFP) Notification dated..... No.....

1. I/We, the undersigned bidder, Having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work & in conformity with the said bidding document for the same.
2. 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.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations.
4. Until a formal agreement is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Agreement between us.
5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.

Signature……

In the capacity of……

Duly authorized to sign Proposal for And on behalf of……..

Seal of the Organization: -

Date……..

Place…….

ANNEXURE-2 - PRE- BID QUERIES FORMAT

[Reference No.]

Name of the Company/Firm: _____
_____
_____

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 clause No.	Clause Details	Query/ Suggestion/ Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF/.doc/.docx). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority

ANNEXURE-3 - TENDER FORM

[Reference No.]

- **Addressed to:**

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

- **Firm Details:**

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

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

Date:

Contact Person: _____

Name & Seal of the firm: _____

Authorized Signatory: _____

ANNEXURE-4- BIDDER'S AUTHORIZATION CERTIFICATE

To,
Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, Tilak Marg,
C-Scheme, Jaipur (Rajasthan)

[Reference No.]

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 Tender/ 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: _____

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.

ANNEXURE-5 - SELF-DECLARATION – NO BLACKLISTING

To,
Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, Tilak Marg,
C-Scheme, Jaipur (Rajasthan)

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 five 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 agreement within a period of five 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: -
Authorized Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

ANNEXURE-6- CERTIFICATE OF CONFORMITY/ NO DEVIATION

To,
Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, Tilak Marg,
C-Scheme, Jaipur (Rajasthan)

[Reference No.]

CERTIFICATE

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

Thanking you,
Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____
Place: _____

ANNEXURE-7 – SITE DETAILS AND RELEVANT DOCUMENT

S No	Details of building/space to be hired	Relevant Information
1.	Name and address of legal owner/ power of attorney holder/co-owner of the premises/building/floor to be given on hiring.	
2.	Name of building/premises (if any)	
3.	Address and location of building /premises (Include at least 7 photographs of building and interiors)	
4.	Details of Plot No., Ward no. of Jaipur Nagar Nigam of the building/property	
5.	Police station under which the building/premises is located	
6.	Name of the owners of the building/space located adjoining to the building/space to be hired	
7.	Exact carpet area	
8.	Exact built-up area	
9.	Details of space for parking, generator set, any central conditioning duct/plant etc.	
10.	Details of facilities like toilet, lift, water supply, power backup etc	
11.	Detailed approved plan of the accommodation along with a copy of structural stability certificate from a structural engineer	
12.	Clearance/No Objection Certificates from all the relevant Central/State/Municipal authorities and Fire Department confirming the Municipal Laws	
13.	Any other information applicant wants to offer	

DECLARATION

I/We hereby certify that the information furnished above is full and correct to the best of my/our knowledge and belief. I/We understand that in case any deviation is found in the above statement at any stage, I/We will be disqualified and if the lease agreement id entered with me/us, it will be terminated and will not have any dealing with the Department in future.

(Name & Signature of Authorized Signatory with date)

ANNEXURE-8 - FINANCIAL BID FORMAT

(To be filled by the bidder in BoQ (.XLS file) on eProc website with a cover letter on his Letter head)

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

[Reference No.]

Sir,
I/We offer the premises owned by us as Hired Space for office Use for the RISL at Jaipur as per following details:

Space No. 1 (min. 3000 sq ft.):

S No	General Information	Rate in INR (Per sq. ft)	Total monthly rent (including maintenance and taxes)
1.	Rates offered for lease out of the building Carpet Area (including all Municipal taxes, Cess or any other taxes).		
2.	Rates offered for lease out of the **fully furnished** (Adequate workstations and chairs for sitting of minimum 50, air conditioning with adequate ceiling Lights and power points for workstation.) building Carpet Area (including all Municipal taxes, Cess or any other taxes).		

Space No. 2 (2000 sq ft.):

S No	General Information	Rate in INR (Per sq. ft)	Total monthly rent (including maintenance and taxes)
1.	Rates offered for lease out of the building Carpet Area (including all Municipal taxes, Cess or any other taxes).		
2.	Rates offered for lease out of the **fully furnished** (Adequate workstations and chairs for sitting of minimum 35, air conditioning with adequate ceiling Lights and power		

	points for workstation.) building Carpet Area (including all Municipal taxes, Cess or any other taxes).		

The electricity & water charges as per actual consumption will be borne by the RISL. The lease will be in the format of Standard Lease Agreement (SLA) as approved by the Jaipur Nagar Nigam/JDA shall be executed and shall be registered with appropriate authorities.

DECLARATION

The rates quoted above are subject to negotiations and while finalizing the bid I/We shall abide by the fair rent certificate issued by the Jaipur Nagar Nigam/JDA/PWD as per procedure laid down by the Govt or decision of the committee for this purpose. No advance rent is payable by the Govt. as a matter of policy.

Signature of legal owner/power of attorney holder/
Co-owner of the premises/building/floor
Name-
Contact:
Mobile
Landline

ANNEXURE-8 - DRAFT LEASE AGREEMENT/SLA FORMAT

AN AGREEMENT MADE THIS _____ DAY OF _____ (month), 2016 between _____ ____. Herein after called "The Lessor" (which expression shall include its successors assigns, administrator, liquidators and receivers, wherever the context of meaning shall so require or permit) of the one part AND the RajComp (hereinafter referred as "RISL" or "Lessee") of the other part.

WHEREBY IT IS AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the rent hereinafter reserved and of the other conditions herein contained, the Lessor agrees to let out and Lessee agrees to take on lease the land, hereditaments and premises known as _____ together with all buildings and erections, fixtures and fittings, standing and being thereon (hereinafter called "THE SAID PREMISES") mare particularly described in SCHEDULE "A".
2. The lease shall commence/shall be deemed to have been commenced on the _____ day of 2016 and shall, subject to terms hereof, continue for a term of ___ year with an option to extend the period of lease for further term as set out in clause 14 hereof.
3. The Lessee shall, subject to the terms hereof, pay gross rent in monthly arrears for the said premises at the rate of Rs. _____ per month, which includes all maintenance and all the taxes per month. In the event of the tenancy hereby created, being terminated as provided by these presents, the lessee shall pay only a proportionate part of the rent for the fraction of the current month up to the date of such termination. The rate of rent hereby agreed is liable to revision during the period of lease or renewal, if any, or the lease after the expiry of the three years from the start of the lease or revision of the rent, provided that this revision shall not exceed 5% per annum (in case of residential accommodation) and 8% (in case of non-residential accommodation) of the rent payable at the time of such revision, such rent being equivalent to gross rent reduced by the amount payable towards maintenance and tax.
4. The said premises shall be deemed to include the fixtures and fittings existing thereon as shown in 'Schedule 13' and the RISL shall upon the expiration of the terns hereby created or any renewal thereof and subject to clause 11 hereof yield up the said premises including fixtures and fittings in as good a condition as received, fair wear and tear, damage by fire, act of god, riots or civil commotion, enemy action and/or other causes not within the control of the RISL excepted, PROVIDED THAT THE RISL shall not be responsible for any structural damage which may occur to the same during the terms hereby created or any renewable thereof.
5. The RISL shall be entitled to use the premises for any lawful purpose which is not detrimental to the interest of the landlord.
6. The RISL shall have the right to sublet the whole or any part or parts of the said premises but shall be responsible for the full payment of rent and the term of such sub-lease shall not exceed the period of lease or extension thereof, if any, as set out in Clause 2 hereinabove.
7. All existing and future rates, taxes including property tax, assessment charges and other out-goings whatsoever of every description in respect of the said premises payable by the owner thereof, shall be paid by the Lessor. The Lessor, however, shall be entitled to recover additional levies, paid of enhancement in taxes, from the RISL and such recovery shall be proportionate to the amount of taxes payable during the pendency of the lease. In case the said premises in portion of a building subject to a payment of taxes as one entity, the liability of the RISL in respect of payment of additional tax, unless there has been any addition to the constructed portion of such building, shall be in in the same ratio as at the time of original letting. In case of some additional construction having been made by the Lessors, additional tax payable by the RISL shall be

determined by the Public Works Department of the Government of Rajasthan. In case of default in payment of taxes. By the Lessor to the local bodies, it would be open for the Lessee to deduct such dues from the gross rent (including taxes) payable to the Lessor, and to pay the same directly to the local bodies. However, before making such deduction, the Lessee shall have to give a notice in writing, to the Lessor to show, within 15 days, that he is not in default in payment of taxes to the local bodies.

8. The RISL shall pay all charges in respect of electrical power, light and water, used on the said premises during the continuance of these parents.
9. The Lessor shall execute necessary repairs usually made to premises in that locality as and may be specified by the RISL in a notice in writing within such time as may be mentioned therein and if the Lessor fails to execute any repairs I pursuance of the notice, the RISL may cause the repairs specified in the notice to be executed at he executed at the expense of the Lessor and the cost thereof may, without prejudice to any other mode of recover, be deducted from the rent payable to the Lessor.
10. The RISL may at any time during the terms hereby crated and any renewal thereof, make such structural alterations to the existing buildings such as partitions, office, fixtures and fittings as may be easily removable. PROVIDED ALWAYS THAT such installations or other works, fittings and fixtures, shall remain the property of the Government of Rajasthan who shall be at the liberty to remove and appropriate to itself, any or all of them at the expiration of the terms hereby created and any renewal thereof, provided further that the Government of India shall again handover the said premises in the same condition as they were in at the commencement of these presents, fair wear and tear damage by fire or other causes beyond the control of the government of India expected or at its option pay compensation in lieu thereof PROVIDED FURTHER shall not exceed the value of the said premises on the date of determination of these presents, if they had remained in the same structural state.
11. The RISL shall be released from paying any rent in respect of the whole or any such part of the said premises as might be rendered uninhabitable by fire, riots or other civil commotion, enemy action and/or other causes, not within control of RISL or acts of any Government or Municipal Authority and in such cases the rent payable hereunder shall be accordingly apportioned, or at its option the RISL shall have the power to terminate these presents forthwith without prejudice to its rights to remove works, fittings, fixtures and machinery under clause 10 thereof.
12. The RISL shall not be liable for loss of profit or loss of goodwill arising from its occupation of the said premises or any amount of compensation in respect of the said premises other than the rent payable as aforesaid and the Lessor shall make no claim in respect thereof.
13. The Lessor agree with the RISL that the latter paying the rent hereby reserved observing and performing the conditions and stipulations herein contained on part the RISL to be observed and performed shall peacefully hold and enjoy the said premises during the said terms and any renewal thereof without any interruptions or disturbance from or by the Lessor or any person claiming by through or under them.
14. If the RISL shall be desirous of taking a new lease of the said premises, after the expiration of the term hereby granted the Lessor will renew the lease for a period agreed upon the Govt of Rajasthan and the Lessor, in accordance with the covenants, agreements and conditions as in the present agreement including the present for renewal. “Provided that in the event of expiry of terms of lease, whenever an action for renewal described above is pending with the lessee and the premises remain in actual occupation, the payable rent at old rate shall continue to be paid on provisional basis till the date of final decision on renewal or the date of eviction, as the case may be and in case of renewal at different rate, suitable adjustment by extra payment or deduction shall be permitted, to Lessee”. “Provided further that the Lessee shall take action so far practicable to take a new lease of the said premises within a period of six months after expiry of the term hereby granted”.
15. The RISL shall be entitled to terminate the lease at any time giving to the Lessor three months previous notice in writing of its intention to do so.

16. Any notice to be made or given to the RISL under these present or so in connection with the said premises shall be considered as duly given if sent by the Lessor through the post by the registered letter addressed to the _____ on behalf of the RISL, and any notice to be given to the Lessor shall be considered as duly given if sent by the Lessee through the post by registered letter addressed to the Lessor at their last known place of abode. Any demand or notice sent by post in either case shall be assumed to have been delivered in the usual course of post.
17. Should any dispute arise concerning the subject matter of these presents or interpretation of any covenant, clause or thing herein contained or otherwise arising out of this lease agreement, the same shall be referred for arbitration to the Tribunal, having, Sole Arbitrator. At the time of making a request for reference of dispute to the arbitration, the claimant shall along with such request send a panel of five persons to the other party. The other party shall within 15 days of the receipt of such communications selects one member of the panel to act as Sole Arbitrator. In case none in the proposed panel is acceptable to the other party, such other party shall within the above 15 days send another panel of five persons to the claimant, and the claimant shall be entitled to nominate the Sole Arbitrator from among the panel sent by the opposite party. In case none of the members of this panel is acceptable to the claimant, the Sole Arbitrator shall be appointed by Secretary, DoIT&C, Rajasthan.
    The provisions of Arbitration and Conciliation Act, 1996 with any statutory modification thereof and rules framed thereunder shall be applicable to such arbitration proceedings which shall be held at RISL. The arbitration proceedings shall be conducted in Hindi/English. The cost of the arbitration proceedings shall be borne as directed by the Arbitral Tribunal. For the purposes of this clause, the officer mentioned in clause 16 shall be authorized to act and nominate arbitrator on behalf of RISL.
18. This lease agreement has been executed in duplicate. One counter part of the lease agreement to be retained by the Lessee and the other by the Lessor.

THE SCHEDULE REFERRED TO THE ABOVE

IN WITNESS WHERE AS THE OFFICIAL SEAL OF has been affixed in the manner hereinafter mentioned and the lease agreement has been signed for and on behalf of President of India on the day and year first above written,

By_____
_____
_____
_____

Signed Sealed and Delivered	Signed Sealed and Delivered
by the Lessor _____	by the Lessee _____

— For and on behalf of The firm/individual Having authority (If Any) to sign on behalf Of the Lessor. Vide resolution dated of ……..	— For and on behalf of RajCOMP Info Services Limited (RISL), Jaipur

In presence of

Witness:

1. Signature:

   Name:

   Occupation:

   Address:

2. Signature:

   Name:

   Occupation:

   Address:

ANNEXURE-9- MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal No ……of ……

Before the …… (First/ Second Appellate Authority)

- Particulars of appellant:
    - Name of the appellant: <please specify>
    - Official address, if any: <please specify>
    - Residential address: <please specify>
- Name and address of the respondent(s):
    - <please specify>
    - <please specify>
    - <please specify>
- Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>

- If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

- Number of affidavits and documents enclosed with the appeal: <please specify>

- Grounds of appeal (supported by an affidavit): <please specify>

- Prayer: <please specify>

Place …….

Date ……

Appellant's Signature