RFP for Development and FMS of Web Portals & Websites in AEM

RajCOMP Info Services Limited (RISL)

Contents

Rate Contract RFP for
Development and FMS of Web Portals & Websites 2022-23

NIB Ref No: F4.13(28)/RISL/TECH/2020 **Date: 09/09/2022**

Unique Bid No:

Mode of Bid Submission	Online though eProcurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting	**15/09/2022 03:00PM**
Last Date & Time of Submission of Bid	**06/10/2022 03:00PM**
Date & Time of Opening of Technical Bid	**06/10/2022 04:00PM**

Bidding Document Fee: Rs. 5000/- (Rupees Five Thousand only)

RISL Processing Fee: Rs. 1000/- (Rupees One Thousand Only)

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

RajCOMP Info Services Limited (RISL)
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)
Phone: 0141-5103902 Fax: 0141-2228701
Web: http://risl.rajasthan.gov.in, Email: dbhandari.doit@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
AEM	Adobe Experience Manager Enterprise Web Content Management Platform
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Managing Director, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall be for a period of One (01) year from the date of issue of letter of Contract to the successful bidder(s). Rate Contract may be extended for a period of one (01) year with mutual consent
Day	Calendar Day as per GoI/ GoR
DC	Data Centre
DeitY, GoI	Department of Electronics and Information Technology, Government of India
Designated Location	Indicated in the RFP wherever required
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan

Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GSTIN	Good and Services Tax Identification Number
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
PAN	Permanent Account Number
PC	Procurement/ Purchase Committee
Portal	An integration of multiple single websites (As sub domains/secondary sites) related to an Administrative Department/sector, providing information/data related to one sector (multiple agencies) under one umbrella.
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly

Project Site	Wherever applicable, means the designated place or places.
PSD	Performance Security Deposit. Instrument obtained against the issue of each individual work order
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RC	Rate Contract
RISL	RajCOMP Info Services Limited
RSDC/BSDC	Rajasthan State Data Centre, New IT Building, Yojana Bhawan, Jaipur
RVAT	Rajasthan Value Added Tax
SD	Security Deposit obtained against the issue of Rate Contract.
SDC	State Data Centre, Yojana Bhawan, Jaipur
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
Selected Bidder/ Successful Bidder	The bidder finally selected through this RFP and issued LoI/ Letter of Rate Contract.
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
Source Location	Department of IT & Communication in this RFP
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
VAT/ CenVAT	Value Added Tax/ Central VAT
Website	A set of web pages, here related to same domain or single department/agency/board/commission etc., located under a single domain name
WO/ PO	Individual Work Order/ Purchase Order

NOTICE INVITING BIDS (NIB)

Ref: - F4.13(28)/RISL/TECH/2020 2991 **Dated:- 09-09-2022**

UBN: - RIS2223SLOB00053

Name & Address of the Procuring Entity	**Name:** RajCOMP Info Services Limited (RISL) **Address:** First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan - 302005
Name & Address of the Project Officer In-charge (POIC)	**Name:** Mr. Dinesh Bhandari **Designation:** ACP (Dy. Director) **Address:** Basement, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) **Email:** dbhandari.doit@rajasthan.gov.in
Subject Matter of Procurement	**RFP for Development and FMS of Web Portals & Websites in AEM**
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:** https://eproc.rajasthan.gov.in, https://sppp.rajasthan.gov.in/, https://risl.rajasthan.gov.in **Bidding document fee:** Rs. 5,000/- (Rupees Five 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 Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Period of Sale of Bidding Document	**09/09/2022 to 06/10/2022 03:00PM**
Estimated Procurement Cost	**Rs. 2,00,00,000 (INR Two Crores Only)**
Bid Security and Mode of Payment	**Amount (INR):** 2% of the estimated procurement cost i.e. Rs. 4,00,000/-, 0.5% ie.e Rs. 1,00,000/- for S.S.I. of Rajasthan, 1% i.e. Rs. 2,00,000/- for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction **Mode of Payment:** Banker's Cheque or Demand Draft of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"
Date & Time of Pre-bid Meeting	**Time:** 15/09/2022 03:00PM Place: RISL, Board Room, Yojna Bhawan, C-Scheme, Jaipur Last Date of Submitting Clarification request by Bidder: 15/09/22 02:00PM
Manner, Place & Deadline for the submission of Bids	**Manner:** Online at https://eproc.rajasthan.gov.in/ **Place:** First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan – 302005 **Start Date:** 23/09/2022 **Deadline:** 6/10/2022 03:00PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	**Start Date:** 23/09/2022 **End Date:** 06/10/2022 at 03:00 PM
Date/ Time/ Place of Technical Bid Opening	**Date:** 06/10/2022 **Time:** 04:00 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, DD/ Bank Guarantee 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 Banker's Cheque/ Demand Draft/ Bank Guarantee for Tender Fee, Bid Security, and RISL Processing Fee as per dates mentioned in NIB, its Bid shall not be accepted.
The Banker's Cheque/ Demand Draft/Bank Guarantee for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
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 portal 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 procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10) The provisions of 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.

(Dinesh Bhandari)
ACP (Dy. Director)

2. PROJECT PROFILE & BACKGROUND INFORMATION

2.1. About RISL

RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan. RISL is designated State Designated Agency (SDA) for implementation of NeGP Components i.e., State Data Centre (SDC), Statewide Area Network (SWAN), State Service Delivery and other State's Mission Mode Projects (MMPs). RISL is also Technology Partner with departments like Agriculture, Election Department, State Election Department, JCTSL, Education Department, RHSDP etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users).

2.2. Project Background:

Rajasthan, the largest state of union of India is be administered and governed by more than 79+ departments under 23+ sectors along with other various departments/ offices/ boards/ corporations etc. The state also owns public sector enterprises in industries, infrastructure, and tourism domain. These enterprises and departments procure and provide various items/ services to inter & intra departmental/ organizational stakeholders and citizen as part of their respective core and supported activities. The departments/ organizations are also involved in roll out of various schemes of Rajasthan State to distribute various items/ products with their existing/ new internal / external collaborations.

The emergence of Information and Communications Technology (ICT) has provided means for faster and better communication, efficient storage, retrieval and processing of data and exchange and utilization of information to its users, be they individuals, groups, businesses, organizations or governments. So far as governments are concerned, the coming together of computerization and internet connectivity/web-enablement in association with process re-engineering, promises faster and better processing of information leading to speedier and qualitatively better decision making, greater reach and accountability, better utilization of resources and overall Good Governance.

Government of Rajasthan has initiated the implementation of Rajasthan Government Web Restructuring Plan, which envisages proper web aesthetics, technologically up to date modern web sites and portals, along with unification and centralization of Information available on portals, portals and applications under the aegis of Government of Rajasthan with complete compliance to International and National guidelines and web standards.

Development of integrated web sites, portals and applications ensuring responsiveness and mobility to the highest quality have significant impact on web scenario of the Government and therefore, integrated portals development on Integrated Web Content Management platform, i.e. Adobe Experience Manager along with the Mobile Apps component development services are being undertaken.

RajCOMP Info Services Limited (RISL) is the state nodal agency for executing e-governance projects in the State of Rajasthan. Government Departments and organizations in Rajasthan request assistance from RISL to execute e-governance and IT projects. RISL executes these projects on behalf of the department by outsourcing to professional and competent IT firms. One of the major components of such projects is application development.

The selected bidder(s) shall be responsible for timely development, maintenance and providing free FMS for web portals for a period of **1 year** from the date of Go-Live of the portal on AEM. The Rate Contract also covers a component of FMS for currently implemented portals on the said technology platforms.

The scope of work for the project is detailed in Chapter 4 of this RC document. Any contract that may result from this procurement competition will be issued for a term of one year (“the Term”), with timelines and deliverables to be met by the selected bidder. **The contract may be further extended for a period of One Year on mutually agreed terms.**

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

3.1. Pre-qualification Criteria

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a company registered under Indian Companies Act OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR A Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)	Copy of Certificates of incorporation / Certificate of Registration
2	Financial: Turnover from Web Application / Software Development/IT/ITeS	Average Annual Turnover of the bidder from Web Application/Software Development /IT/ITeS for the last 3 financial years (FY's 2018 -19, 2019-20, 2020-21) per the last published audited balance sheets), should be at least INR 5 Cr.	CA Certificate with CA's Registration Number/ Seal and UDIN
3	Financial: Net Worth	The net worth of the bidder as per the last published balance sheet on 31-03-2021 should be Positive.	CA Certificate with CA's Registration Number/ Seal and UDIN
4	Technical Capability	1. The Bidder must have been engaged and completed or in the FMS phase (Portal/ Application status should be go live) for at least the number of projects for any Government	Annexure - 5 of each project reference And Work Completion

S. No.	Basic Requirement	Specific Requirements	Documents Required
		Department / Government Agency / PSU during the last financial year (FY's 2019-20, 2020-21, 2021-last date of submission) detailed below A. One Project of development/ deployment/ implementation/ customization and O&M of Web-Portal/ Application based on AEM having total value of Rs. 2.0 crores or higher. OR B. Two projects of development/ deployment/ implementation/ customization and O&M of Web-Portal/ Application based on AEM having value of Rs. 1.0 crores or higher per project. OR C. Three projects of development/ deployment/ implementation/ customization and O&M of Web-Portal/ Application based on AEM having value of Rs. 70 lacs or higher per project. Note: 1. The date of the orders and completion of a project or go live of the project should remain between 1st Apr. 2019 and last date of bid submission. 2. Projects executed with in the agency's own company, group of companies, Joint Venture companies or in subletting companies shall not be considered. 3. In the ongoing project, at least 70% of the total scope of the project must be completed. The relevant details must be mentioned in phase completion certificates from the client or from the CA.	Certificates from the client OR Work Order + Self Certificate of Completion+ Invoice with payment receipt statement (Certified by the CA). OR Work Order + Phase Completion Certificate (having project completed value equivalent to the amount mentioned) from the client. (Note: The work order/ work completion or any phase completion certificate issued by state government/ central government/ PSU (excluding banks) should mention "Application Software Development/ Customization/ Maintenance/ Enhancement")

S. No.	Basic Requirement	Specific Requirements	Documents Required
5	Tax registration	The bidder should have a registered number of 1. Income Tax / PAN number 2. GSTN where his business is located i. Note: Any certificate should belong to a date not later than the last day of bid submission.	- Copy of PAN Card attested by Authorized Signatory - Copy of GST certificate attested by Authorized Signatory
6	Certifications	Bidder should have valid "CMMI level 3 and ISO 9001:2015" certificate as on last date of bid submission or Higher	Copy of a valid certificate
7	Mandatory Undertaking	Bidder should: - i. 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. ii. not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; iii. not have a conflict of interest in the procurement in question as specified in the bidding document. iv. comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure- 3: Self-Declaration
8.	Manpower Strength	The bidder should have at least 75 full time employees in IT/ITES services across India as on 31st Mar 2022	Certificate from the HR / Authorized Signatory on the company letter head.

3.2. Additional provisions for qualifications:

a. Technical Evaluation shall be done based on conformity of the documents, asked as per the clause "Format and Signing Bids", submitted in the technical bid and if required, the presentation by the bidder on the Relevant Project experiences, understanding of the scope in the RFP, Approach & Methodology on the project, etc. and demonstration on the solution proposed by the bidder may also be taken into consideration.

b. the procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB"

c. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity, and.

d. RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012, procurement rules 2013 and subsequent amendments.

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

4.1. Preamble

RajCOMP Info Services Ltd (RISL) intends to enter into a contract with professional and competent IT Firms for Development of Web Portals/Websites on Adobe AEM Enterprise Web Content Management Platform and Facility Management Services (FMS) for newly developed and existing Portals/Websites on AEM.

Under this project, contract will be entered for the following services:

a. Development of Portals/Websites/Microsites on Adobe AEM Platform
b. Maintenance and FMS of Portals/Websites/Microsites developed and currently running on AEM Platform.

Following are the highlights of this Project:

i. RISL on behalf of various government departments of Rajasthan shall develop integrated Portals/Websites of various state line departments/PSUs/Boards under the purview of administrative department on Adobe Experience Manager Enterprise Web Content Management Platform for these departments through outsourcing.

ii. Improve the Service delivery of RISL to various state line departments/ PSUs/ Boards by developing their Web Content quickly and efficiently.
iii. This project shall provide a robust and one unified interface to manage and maintain the content on Web Portals of various departments of Government of Rajasthan.
iv. Through this project, all RISL stakeholders shall be able to update, manage and maintain their content easily and efficiently across all platforms without any coding experience.
v. Shall improve the Quality of Service by providing robust and scalable platform for development and maintenance of GoR Web Contents.
vi. These integrated portals must be responsive on
    - All mobiles above 4” Screen Size
    - All tablets, including iPad
    - All primary desktop and laptop screen resolution
vii. All GoR (Government of Rajasthan) Web Portals/websites must support multiple language
viii. The portals to be developed must comply with the following international and national guidelines:
    - W3C HTML5
    - WCAG, i.e. Web Content Accessibility Guidelines 2.0
    - UAAG, i.e. User Agent Accessibility Guidelines 2.0
    - GIGW, i.e. Guidelines for Indian Government Portals
ix. The successful bidder shall also ensure adherence / compliance with Rajasthan State Data Centre infrastructure & policies including mandatory security audit / ‘Safe-to-host’ certification.

This Contract shall be valid for a period of One (01) year from the date of issuance of letter of Intent to the successful bidder(s). Contract may be extended for a period of one year with mutual consent.

The cost will be calculated on the basis of item-wise prices agreed to in the contract.

The exact quantities of portals to be developed, managed and maintained, scope of work, deliverables and timelines shall depend on the specific work to be done and will be specified in the individual work order(s) provided under this Contract. However, the tentative scope of work is given as per Section 4.3 of the RFP.

4.2. Development for New Portals and Websites

4.2.1. Requirements Elicitation:

Selected Bidder shall visit the concerned Department(s) and collect its requirement from the officer(s) concerned and understand comprehensive requirements of the department.

This stage shall involve engagement of individuals/ teams from bidder side to get detailed and accurate requirement from the department; often there has to be a lot of communication to and fro between the bidder’s team and Department to understand these requirements and avoid communication gaps. Based on these discussions, the bidder is expected to prepare the User Requirement Specification as deliverable for this phase.

Selected bidder shall study the site map of existing, proposed/requested website of the department and create their understanding of the department's requirement.

Preparation of User Requirement Specification:

- Users of the System and their Access Roles in the System
- Modules required by the Department, e.g. Photo Gallery, Tenders, Orders and Circulars etc.
- Functionalities required in the Modules Upload, Download, Update, Search, email etc.
- Number of Tabs, Language for Tabs, i.e. English/ Hindi/ Both
- Access management Details
- External interfaces with System (Payment gateway, SMS gateway, Email gateway etc)
- Study of functionalities, process flow etc. of web application, if included
- Detail of database(s) for web application
- Repository of generic Digital Assets
- Any detailed specific requirement requested by the department.

4.2.2. Design, Development and Testing:

4.2.2.1. Preparation of System Design document:

- Bidder shall develop a website or portal design document based on the approved user requirement specification basis all guidelines and standards in section 4.1 of the RFP.
- In case of development of Portals, Bidder shall design the macro-Portal for administrative department and micro portals for underlying department
- Collect and create metadata for developing and deploying the website or portal.
- The document shall describe at architecture level, including sub website (or micro website), database management, any web service integration.

4.2.2.2. Development

Based on design documents, Bidder shall develop the website or portal on Adobe Experience Manager Enterprise Web Content Management Platform. Bidder shall incorporate Security features as per latest OWASP Top 10 vulnerabilities.

Portal developed by the bidder shall have a minimum of following modules:

- ***Photo and video gallery Module*** with functionalities of upload, download and editing of pictures , video management, and viewing facilities etc.
- ***Tender Module*** with functionalities of uploading tenders, corrigendum, work orders etc
- ***Orders & Circulars*** Module to upload, download and view latest uploads. Circulars etc
- ***News & Events module*** on the home page which can be updated frequently by the Admin of the portal
- ***Publications Module*** for publishing various events/ documents etc
- ***Closed User Group (CUG) Module*** for providing access to different users and roles in the portal

- ***Help/ Training Module***
- ***Dynamic Contact Directory***
- ***Digital asset management , Better search , Visual media conversion etc.***

***Note** – All the above modules will have various screens as per the department's* requirement *for upload, edit, and remove etc which shall be finalized during requirement gathering.*

Minimum Functionalities/ features in the portal:

- Bilingual Menus/ Tabs on all the pages of the portal. On selecting the language at the home/index page, language of menus/ tabs at all the pages shall change to selected language.
- Developed in Three (3) different themes where in colours of tabs, and other background User Interface (UI) can be changed with minimal efforts
- Functionality to add, edit and remove tabs/ menus/ sub-menus in the web pages by the admin of the portal
- Different Access Levels on the developed portal for closed user groups
- Facility for maintaining number of visitor counter to the portal
- Module for uploading, editing of nodal officer details of the developed portal
- Search functionality to search the portal for any content etc with advance search
- Functionality for increasing / decreasing the fonts on the portal
- Print, Bookmark, Emails, Conversion to printable PDF format available on each page
- Tooltips for icons displayed on mouse over.
- Incorporating all Accessibility Guidelines as per GIGW.
- Banner Management
- Removing bugs by testing on the WAVE (Web Accessibility Evaluation Tool) tools.

Adequate security levels and audit trails must be provisioned in the portal to protect the integrity of the developed portal. Portal shall have adequate user security by ensuring that only the authorized personnel have access to specific elements. The audit trail should provide a facility to trace the path of changes on Portal.
In addition to above the bidder also required to facilitate listed requitement.

- Wherever required, data migration from any existing systems shall be done with cleansing of data.
- To maintain business continuity the SI shall make use of existing development stack available in RSDC.

4.2.2.3. Testing of Portal/Website:

Selected bidder shall prepare the Test Strategies and execute testing of various components/modules of the developed software. Based on the testing strategies, testing reports must be submitted by the bidder.

4.2.2.4. Security Audit of Portal/website

- Selected bidder should get the “Safe to Host” certificate from Cert-In empanelled vendor.
- Selected bidder shall remove all the vulnerabilities identified during the Safe to Host certification.

4.2.2.5. User Acceptance Testing (UAT)

A. Prepare detailed UAT plans, schedules, procedures and formats.
B. Preparation and submission of detailed UAT plans/ schedules/ procedures/ formats.
C. Obtaining sign-off on testing approach and plan from the designated authority.
D. Performing Software Testing: Conducting and demonstrating testing of various components/ modules of the software developed.
E. The bidder shall be required to share the testing documents and standards with the designated software testing team / RISL wherever applicable/ required.
F. Rectifying the Software issues/ bugs reported during the testing up-to the satisfaction of RISL/ User Department/ Other Designated Department.
G. During UAT, the developed application shall be deployed in the RSDC Staging Server.
H. All the costs towards testing & commissioning to be borne by the selected bidder, however the environment of development/ staging server will be provided by RISL.

4.2.2.6. Security Audit / Safe to Host Certification of Developed Modules:

The selected bidder will ensure and submit Security Audit report / Safe to Host Certification of the developed application by certain empanelled third-party external agencies with Government of India as and when required.
The bidder will also provide assistance to RISL team in undertaking Security Audit / Safe to Host Certification of the developed application by third party external agency selected by DoIT&C/RISL as and when required and undertake the following activities:

A. Ensure developed application is free from Vulnerability / bugs / defects etc. mandatory for clearing Security Audit / Safe to Host Certification as per the direction of RISL.
B. Share all the relevant documents like URS / Test Cases as required by the third-party external agency
C. Incorporate desired changes in the developed application software suggested by the third-party external agency

Based on the audit reports submitted by the TPA (if any), the selected bidder shall make the required changes to the website/ application at no extra cost and subsequently final spiral and design documents will be submitted to RISL for sign off.

4.2.2.7. Deployment and Configuration Management

The Selected bidder shall deploy the tested and 'Safe to Host' certified Code form staging server to production Server at RSDC/BSDC and integrate the solution with the infrastructure at RSDC/BSDC to host the application at the production server.

Selected bidder shall coordinate with RSDC/BSDC operator to host, install and configure the application at RSDC/BSDC, Jaipur. Select bidder shall comply with the policies of RSDC/BSDC.

a. Bidder will setup staging environment and deploy/host the portal/website on staging before deploying on production.
b. Bidder shall deploy the portal and take the User Acceptance from the competent authority at RISL.
c. Bidder shall deploy the tested portal code to the production server and make the portal stable for its usage.
d. Bidder shall additionally provide training to departmental users for operating the portal including updating contents on the portal.
e. Changes in the production would be controlled and must be rigorously tested before being deployed on production.
f. Bidder shall resolve the bugs reported during the Go-Live of the portal.

4.2.2.8. Training on Portal

a. The selected bidder shall ensure that all documentation is in place (user training, operation procedures, etc.).
b. The selected bidder shall also ensure a proper hands-on training to the designated end-users on the portal. Training could have multiple sessions as per the need and requirement of the project/ application. The content of the training and schedule shall be mutually decided by RISL and the selected bidder later at an appropriate time period. The requisite training (offline) infrastructure like the place, computers, and projector with screen shall be provided by RISL/ designated department. No infrastructure (place, computers, and projector with screen , etc) will be provided to bidder for online training sessions.
c. The selected bidder would also provide a Help / Training module, Visual help kit which will be downloadable by the end-users of the Portal.
d. The bidder shall be responsible for providing training for new modules and enhanced functionalities to the selected officials by DOITC/ RISL/ User Department/ Other Designated Department.
e. The bidder shall provide resources (Trainers) for onsite or offsite training as and when required. The schedule of the training programs shall be intimated to the selected bidder in advance at least 4-7 days before from the date of the training program.
f. The bidder shall be responsible for preparing Training manuals for all the modules and shall update the training manuals and user manual of the application every month by incorporating the enhancements in each module.

g. RISL may engage the bidder as and when required for providing training support during any VC/ training session scheduled for the stakeholders at various levels.
h. The training locations in Rajasthan, batch size, mode of training (Onsite/ Offsite), duration etc. will be decided with the User Department/ Other Designated Department, Rajasthan as and when required.
i. User Department/ RISL/ Other Designated Department will arrange infrastructure for training.

4.2.3. O&M/ Facility Management Services (FMS) for one year

a. Selected bidder shall perform ongoing day-to-day changes and enhancements in the portal developed under rate contract, as per the need/ requirement of RISL/ designated department.
b. Developing new micro-sites under administrative department's portal as per the requirement of department
c. Regular heath monitoring of Linux/ Windows servers & other AEM components.
d. Carrying out preventive maintenance of the servers, associated components.
e. Selected bidder shall provide technical support in addition to the email, phone and remote login to address, analyse and fix any technical glitches within the existing features. The scope of technical support includes rectification of errors within the already developed solution, issues related to content management, addition or removal of feature(s) from the developed solution and/or transferring solution from one server to another server if required.
f. During FMS period RISL shall request to selected bidder to make necessary improvements in existing layout, user interface, color schema, MIS reports format, input forms layout, perform bug fixing, rectify errors/ changes in the workflow, etc. The selected bidder shall undertake these changes at **No extra cost** to the RISL.
g. Selected bidder shall correct and resolve any errors or vulnerability found during the security audit of the website/Portal.
h. Selected bidder shall adopt change management procedures to ensure that no unwanted changes are carried out to the portal. All the changes carried out by Bidder must be formally approved by RISL/ designated department and recorded too.
i. Selected bidder shall have proper version management of these configurations as the configurations may be changed from time to time. This is required to ascertain changes made to these configurations at different stages as well as have functional configurations.
j. Selected bidder shall perform Performance Tuning and ensure resilient performance of the developed web portal.
k. Selected bidder shall Check status and take remedial actions, in case of problems/ bugs/ vulnerabilities are reported.
l. Selected bidder shall incorporate necessary features in the application to automate the back-up of database at regular intervals such as daily, weekly, monthly etc along with

assisting BSDC team in carrying out regular backups of repositories on a periodic basis and tracking and ensuring the same.

m. Selected Bidder shall additionally provide following
   - Database and System Administration support
   - User Maintenance and authorizations
   - Backup Management
   - Debugging, modification, tuning, monitoring and updation in the portal as and when required by the user department for smooth functioning of the application
   - Ensuring the portal works properly
   - Proper version control and configuration management of the source code
   - Providing first level of support (L1) for logging and resolution of the compliant and bug fixing of the portal
   - Supervision and training of personnel of user department on new features added to the implemented portal.

4.3. Scope of work (SoW) for FMS of Existing Websites/Portals

The selected bidder shall be responsible for overall management, support, FMS and changes as per the requirement of RISL for a period of 1 year. The following indicative activities are envisaged:

a. During FMS / Support & Maintenance services period RISL shall request to selected bidder to make necessary improvements in existing layout, user interface, colour schema, MIS reports format, input forms layout, perform bug fixing, rectify errors/ changes in the work flow, etc. The selected bidder shall undertake these changes at **No extra cost** to the RISL.
b. Developing new micro-sites under administrative department's portal as per the requirement of department.
c. Study and analyse the existing AEM solution & its deployment in RISL and document following.
   i. Architecture of AEM components (including Component details, IP details, Server details)
   ii. Deployment process and Patterns
d. Understand & document the list of Web portals, their nodal officers, related micro-sites.
e. Regular heath monitoring of Linux/ Windows servers & other AEM components.
f. Carrying out preventive maintenance of the servers, associated components.
g. Coordinate with Department team for modification and deployment of the code.
h. Assisting team in carrying out regular backups of repositories on a periodic basis and tracking and ensuring the same
i. Maintaining code repository, creation of builds & code deployment on servers.
j. Providing onsite training to the user departments on using AEM including adding contents, authoring new contents and RISL team on operating the AEM websites and basic diagnosis and issue resolution.
k. Team shall submit Weekly Status Report / Quarterly status report highlighting daily activities done by the team.

l. Integrations with various portals web application, gateways etc.

m. Performance Management and Tuning of Released Version.

- The selected bidder shall conduct performance tuning and testing of the application prior to each major release of the software.
- The Agency shall document and submit all the changes carried out in the application for performance tuning in the Performance Tuning Report.

n. Configuration and Version Control

- With the objective of keeping track of the version updates in the application, selected bidder shall adhere to the configuration management process defined in conjunction with the RISL
- The selected bidder shall ensure that a copy of the production environment is backed up and stored in the repository before the components are copied from Release (Staging) environment to Production. The Agency should be able to restore the backed up application versions for testing purpose mainly addressing the restorability of the media.
- Agency shall also maintain proper versions of the following:
    1. Development area
    2. Release to UAT
    3. Release to staging server
    4. Release to production server.
    5. Maintain the backup of these environments.

o. Application Support

- Bidder shall provide an application (complaint/support management system) to maintain all the complaints, issues, support required/raised by end user.
- The request of end user can be in the form of email, call and through the application. These all request would be maintained through this application.
- Classify the requests as problem requests (PRs) or Change Requests (CRs) and log a ticket
- Prioritize the PRs/CRs on the basis of the severity of business impact of the problem
- Resolve the problem within the agreed upon service levels and close the ticket.
- Change requests will be carried out as per the change management procedures.
- Escalate unresolved problems to next level and resolve and close the problem request.
- Supervision and training of personnel of user department on new features added to the implemented portal

p. Setting up a staging environment at RISL for AEM websites and components and deploying & testing the code on staging before deploying the same on production

q. Bug fixing maintenance

- Resolve bugs – identified and reported by end users/ Departments etc.
- Approval from RISL for bug fixing

- Create a patch to fix the bug
- Test the patch and release it as per release management procedures.
- Update the relevant documents
- supervision and training of personnel of user department on new features added to the implemented portal
- Selected bidder shall correct and resolve any errors or vulnerability found during the security audit of the website/Portal.

r. Periodically check logs & optimize the code for issues found in error logs for performance of the websites

s. Maintain a list of all issues/ bugs in the application and periodically maintain a status tracker of the same

t. Carry out static code review and production log analysis for identifying errors/ exceptions which relate to functional / performance issues

u. Carrying out necessary changes in the code for making the websites/ portals/ micro-sites for complying to the OWASP and other security requirements as per government.

v. Carrying out necessary changes for meeting the Web accessibility guidelines, GIGW and WCAG guidelines and SEO optimized as highlighted by RISL

4.4. Resources

RISL may request for resources as per the requirement. the tentative resource requirement are as under, the qualification should be indicated in the Annexure 11 under this rate contract.

S.No.	Description	Quantity
1	AEM Developer	2
2	Server administrator	1
3	Business Analyst	1

Deployed Resources shall act as perfect liaison between RISL, DoIT&C, respective stakeholders and technical expertise and therefore, provide following services:

a. Provide technical support and assistance for queries, concerns and issues related to web development, maintenance and FMS for websites or Portals.

b. Assist in day to day activities of troubleshooting through diagnostic techniques.

c. Log, diagnose, administer and resolve the technical issues and if needed escalate to the corresponding technical expertise.

d. As Hindi is Official Language of the Government of Rajasthan, the selected bidder has to appoint personnel having excellent proficiency with Hindi language.

e. The staff provided by the selected bidder will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time.

Note:

a. The above scope of work is indicative in nature. They may extend as per requirement basis.
b. Considering the varied nature of projects being undertaken by RISL, it has been estimated that total number of technical resources can be increased up to 10 (in any combination of resource categories) for a period of 12 months during the entire contract period i.e. 120 Man months in any combination. However, the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from RISL.
c. During Support & Maintenance services period RISL shall request selected bidder to make necessary improvements in existing layout, user interface, colour schema, MIS reports format, input forms layout, perform bug fixing, rectify errors/ changes in the workflow, development of modules in the existing services etc. The selected bidder shall undertake these changes at **No extra cost** to the RISL.

4.5. Roles & Responsibilities of Stakeholders

4.5.1. Responsibilities of Bidder:

a) The responsibilities of selected bidder as given below, in addition to implementing the SOW mentioned above, would also include but is not limited to the following:
    i. Providing personnel adequately qualified to perform the requisite tasks.
    ii. Use appropriate tools for the entire life cycle of the project for design, development, and security audit, change management, testing, documentation etc.
b) Selected Bidder should possess licenses for the tools that they intend to use for the project wherever applicable.
c) Implement quality standards for the entire life cycle of the project.
d) The team from the selected bidder would assist in installing of the application; configuration of the application, migration of the database and making sure that the application is correctly set up for testing.
e) Application Support
    - Bidder shall provide an application (complaint/support management system) to maintain all the complaints, issues, support required/raised by end user.
    - The request of end user can be in the form of email, call and through the application. These all request would be maintained through this application.
    - Classify the requests as problem requests (PRs) or Change Requests (CRs) and log a ticket
    - Prioritize the PRs/CRs on the basis of the severity of business impact of the problem
    - Resolve the problem within the agreed upon service levels and close the ticket.
    - Change requests will be carried out as per the change management procedures.
    - Escalate unresolved problems to next level and resolve and close the problem request.

- Supervision and training of personnel of user department on new features added to the implemented portal

4.5.2. Responsibilities of Concerned Department

a. Appoint nodal officer(s) for providing the requirement for development of Web Portal and continuous Content Management.
b. Report bugs in the application for immediate rectification.
c. Provide access to the selected bidders' personnel for meetings and requirement gathering.
d. Ensure presence of all stakeholders for trainings.
e. Change Management Initiatives (if any)

4.6. Project Deliverables, Milestones & Time Schedule, Payment Criteria

The milestones, deliverables and time schedule for the implementation of the project and respective payment criteria would be as follows:-

a. The time specified for delivery and other activities as mentioned in the table below shall be deemed to be the essence of the contract and the selected bidder shall provide the required services within the specified period.
b. It should be noted that any extension/ delay in the delivery period shall attract Liquidated Damages (LD)/Penalties to the selected bidder as per the details mentioned in subsequent sections of this bidding document.
c. The formats for all the reports shall be prepared by the Successful bidder and submitted to RISL for approval. The reports submitted by the successful bidder should strictly be in the approved format. The formats are subject may be revised as per requirements from time to time.

T0: Date of providing the individual work-order(s) (under the Rate Contract) to the successful bidder

S.No	Reference to SOW	Deliverable	Timeline (Indicative) in Days	Due Payment
New Web Portal Development				
1.	Undertake all activities mentioned in Clause 4.2 except clause 4.2.3 of Scope of Work	• User Requirement Specification • Design Document and Source Code on staging environment of AEM Web Content Management at RSDC/BSDC • Safe To Host Certificate • User Acceptance Certificate • Training Completion Certificate • User Manual (Soft copy and hard copy) • Other report/documents requested by purchaser as per activities mentioned in clause 4.2	T0+90 days	70% of the work order value
1.	Undertake all activities mentioned in Clause 4.2.3 of Scope of Work	• Quarterly Incident & Problem Management Report • Update User Manual, if required (Soft Copy and Hard Copy) • Other report/documents requested by purchaser as per activities mentioned in clause 4.2.3	Quarterly, within 15 days from start of subsequent quarter	30% of the WO value after completion of 4th quarter from the date of Go-Live of the Portal
FMS of Existing Portal				
2.	Undertake all activities mentioned in Clause 4.3 of Scope of Work	• Quarterly Incident & Problem Management Report • Report/documents as per activities mentioned in clause 4.3	Quarterly, within 15 days from start of subsequent quarter	25% of the work order value per quarter, for 4 quarters from the date of issuance of work order of FMS

a. Bidder must quote for all items in BoQ.

b. As per the project requirements, from time to time, the Purchaser shall issue individual work order(s) to the successful bidder(s) for development of portals; however, the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from RISL.
c. The Successful bidder request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
d. The currency or currencies in which payments shall be made to the SUCCESSFUL BIDDER under this Contract shall be Indian Rupees (INR) only.
e. All remittance charges will be borne by the supplier/ selected bidder.
f. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
g. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
h. Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.
i. It may be also be noted that the time schedule for each milestone shown in the table above would be enforced independently. Any delay in the approval of the deliverable(s) submitted by the selected bidder to RISL shall not account for the delay on selected bidder part.
j. The selected bidder has to design, implement and obtain approval from RISL on the detailed plan of implementation to execute several activities in parallel, adopts critical path method and commits additional resources to activities falling behind schedule so as to keep up with the overall deadline of implementation as mentioned above. The time specified for delivery and other activities as mentioned in the table above shall be deemed to be the essence of the contract and the selected bidder shall arrange adequate number of qualified resources / manpower and provide the required services within the specified period.

5. INSTRUCTION TO BIDDERS (ITB)

5.1. Bid Security:

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

a. Bid security shall be 2% of the estimated procurement cost, 0.5% of estimated procurement cost for Small Scale Unit (S.S.I.) of Rajasthan and 1%, estimated procurement cost for Sick Industries, for Sick Industries other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction.

b. 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.

c. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

d. 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.

e. The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

f. 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.

g. 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.

h. 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.

i. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

j. 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/ individual work order(s) within the specified period;
    iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ individual work order(s) within the time specified;

iv. when the bidder does not deposit the performance security within specified period after the supply/ work order(s) is placed; and

v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

k. Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

l. No interest shall be payable on the bid security.

m. In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

n. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-

i. the expiry of validity of bid security;

ii. the execution of agreement for procurement and performance security is furnished by the successful bidder;

iii. the cancellation of the procurement process; or

iv. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted

5.2. Sale of Bidding/ Tender Documents

a. The sale of bidding documents shall be commenced from the date of publication of NIB and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the SPPP and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the portals and pay its price while submitting the Bid to the procuring entity.

b. The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.

c. Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

5.3. Pre-bid Meeting/ Clarifications

a. Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.

b. A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective portals.

c. The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -

i. Last date of submitting clarifications requests by the bidder: as per NIB

d. The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective portals.

5.4. Changes in the Bidding Document

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

b. In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

c. In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

d. Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

5.5. Period of Validity of Bids

a. Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.

b. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c. Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5.6. Format and Signing of Bids

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

b. All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.

c. A Single stage Two part/ cover system shall be followed for the Bid: -
   i. Technical Bid, including fee details, eligibility& technical documents
   ii. Financial Bid

d. The technical bid shall consist of the following documents: -

Sno.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement), and Bid Security	Instrument/ Proof of submission
Eligibility Documents		
2.	Bidder's Authorisation Certificate	As per Annexure-2 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
Technical Documents		
4.	Declaration by Bidders	As per Annexure-3

e. Financial bid shall include the following documents: -

Sno.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-4
2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

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

5.7. 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.

5.8. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

5.9. Deadline for the submission of Bids

a. Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

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

5.10. Withdrawal, Substitution, and Modification of Bids

a. If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProcurement portal under the section "Bidder's Manual Kit".

b. Bids withdrawn shall not be opened and processes further.

c. No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

5.11. Opening of Bids

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

5.12. Selection Method

a. The Bidder has to quote rates for all the items mentioned in financial bid, else the bid shall liable to be rejected.
b. Most competitive (Lowest) rates/ quotes would be selected for Rate Contract.
c. Bidder must quote rates for all items. L1, L2, L3 ...... shall be designated based on the total value of financial bid. Once all bidders are rated then L1 and L2 shall be offered to match the L1 rates of each items. If any of the L1 or L2 does not match the L1 rates of each item then the offer shall be given to L3 and so on.

5.13. Clarification of Bids

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

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

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

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

5.14. Evaluation & Tabulation of Technical Bids

5.14.1. Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document. the bidder quoted in the financial bid shall also be evaluated against the requirement of DoIT&C, RISL.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

   i. "deviation" is a departure from the requirements specified in the bidding document;
   ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
   iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,

   if accepted, shall:-

   i. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
   ii. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
   iii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

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

5.14.2. Non-material Non-conformities in Bids

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

5.14.3. Technical Evaluation Criteria

Technical Evaluation shall be done based on conformity of the documents submitted in the technical bid and as per the conditions mentioned in the bidding documents.

5.14.4. Tabulation of Technical Bids

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

5.14.5. Evaluation & Tabulation of Financial Bids

Subject to the provisions of “Acceptance of Successful Bid and Award of Contract” below, the procuring entity shall take following actions for evaluation of financial Bids:-

a. the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
b. the process of opening of the financial Bids shall be similar to that of technical Bids.
c. the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
d. conditional Bids are liable to be rejected;
e. the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
f. the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order.
g. the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
h. The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
i. it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
j. Once, L1 and L2 is finalized (based on the consolidated value of all the items), amongst all L1, L2, L3...Ln bidders:
    i. Item-wise least value among two L1 and L2 bidders will be determined. After determination of item-wise least value, both L1 and L2 will be asked to match the item-wise L1 value. On agreeing to this, L1 and L2 will be selected.
    ii. In case both L1, and L2 fail to match the item-wise least value, subsequent offers shall be made to L3, L4 and so on upto Ln bidders. Accordingly, two successful bidders shall be selected.
    iii. In case of only one bidder agreed to match the item-wise least value, the rate contract shall be done with the same bidder.

5.15. 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.

5.16. Price/ purchase preference in evaluation

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

5.17. Negotiations

a. Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

b. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

c. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.

d. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

e. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

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

g. In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

5.18. 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.

5.19. 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.

5.20. Right to vary quantity

a. If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

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

   i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

   ii. 50% of the value of goods or services of the original contract.

5.21. Acceptance of the successful Bid and award of rate contract

a. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

b. Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

c. Before award of the rate contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

d. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

e. The procuring entity shall award the rate contract to the bidder(s) 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(s) has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

f. Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

g. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an “for rate contract” within fifteen days from the date on which the letter for rate contract is dispatched to the bidder, in the format provided by RISL to the successful bidder on a non-judicial stamp of requisite value with an intimation to convert the “Bid Security” (EMD), submitted to RISL, into “Security Deposit” (SD).

h. If the issuance of formal “Letter of rate contract” is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of rate contract is complete as soon as the letter of rate contract 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 for rate contract" is executed, the "letter of rate contract" or LOI shall constitute a binding contract.

i. The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the "Agreement for rate contract" with the successful bidder is signed and its "Security Deposit" (SD) is obtained. Information of award of contract shall be communicated to all participating bidders and published on the respective portal(s) as specified in NIB.

5.22. Information and publication of award

Information of award of rate contract shall be communicated to all participating bidders and published on the respective portal(s) as specified in NIB.

5.23. Procuring entity's right to accept or reject any or all Bids

The Procuring entity reserves the right to accept or reject any Bid, and to annul (cancel) the bidding process and reject all Bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

5.24. Security Deposit (SD)

a. Refund of SD: The SD shall be refunded after three (03) months of the expiry of the rate contract period.
b. Forfeiture of SD: The SD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
    i. When any terms and condition of the rate contract is breached or cancelled
    ii. when the bidder does not accept any work order(s) issued anytime during the period of rate contract
    iii. when the bidder fails to commence the supply of the goods or service or execute work issued under this rate contract
    iv. when the bidder does not deposit the requisite performance security within the period specified in the individual work order(s), issued under this rate contract
    v. Notice will be given to the bidder with reasonable time before Security Deposit (SD) deposited with RISL is forfeited.
    vi. No interest shall be payable on the deposited SD.

5.25. Execution of Agreement for Rate Contract

a. A procurement contract shall come into force from the date on which the letter of rate contract is despatched to the bidder.
b. The successful bidder shall sign the Agreement for Rate Contract within 15 days from the date on which the letter of rate contract or letter of intent is despatched to the successful bidder.
c. If the bidder, who has been selected for rate contract, fails to sign a written agreement for rate contract or fails to furnish the required security deposit within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding

document and Act. The procuring entity may, in such case, cancel the rate contract with the bidder and debar the bidder to participate in any future bid.

d. The bidder will be required to execute the agreement for rate contract on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

5.26. Individual Work Order(s) Issued to Bidders under Rate Contract

As per the project requirements, from time to time, the Purchaser shall issue individual work order(s) to the successful bidder(s) for supply and installation of various items, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from RISL The individual work order(s) shall specify the quantity of various items to be supplied along with other relevant details.

5.27. Performance Security Deposit

After receiving the individual work order(s), the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each work order(s):

a. Performance security deposit (PSD) shall be solicited from successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

b. The amount of performance security shall be 5% of the amount of work/ supply order in case of procurement of goods and services. In case of Small-Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.

c. Performance security shall be furnished in any one of the following forms: -
   i. Bank Draft or Banker's Cheque of a scheduled bank;
   ii. National Savings Certificates and any other script/ instrument under National
   iii. Bank guarantee/s of a scheduled bank, in case the amount of PSD is more than 10 lakhs. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;

d. Performance security furnished in the form specified in sub clause [d.] of I above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and defect liability period as specified in each individual work order(s).

e. In case the bid found unbalanced (rates quoted by the bidder is found less more than 15% of the Estimated bid value), an "Additional performance Security" shall be deposited by the bidder at time of LOI/work order as per the Rule 75A of RTPP Rules, 2013. The amount of Additional performance security will be as per the provisions of Rule 75A of RTPP Rules, 2013

f. Forfeiture of Performance Security Deposit (PSD): PSD amount in full or part may be forfeited, including interest, if any, in the following cases: -
    i. When any terms and condition of the contract is breached.
    ii. When the bidder fails to make complete supply satisfactorily.
    iii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
g. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
h. No interest shall be payable on the PSD.

5.28. Confidentiality

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

5.29. Cancellation of procurement process

a. If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
b. A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –
    i. at any time prior to the acceptance of the successful Bid; or
    ii. after the successful Bid is accepted in accordance with (d) and I below.

c. The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

d. The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

e. If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

f. If a bidder is convicted of any offence under the Act, the procuring entity may: -

   i. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

   ii. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

5.30. Code of Integrity for Bidders

a. No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

b. The code of integrity includes provisions for: -

   i. Prohibiting

      a) any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;

      b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

      c) any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

      d) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

      e) any financial or business transactions between the bidder and any officer or employee of the procuring entity;

      f) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

      g) any obstruction of any investigation or audit of a procurement process;

   ii. disclosure of conflict of interest;

   iii. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c. Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
   i. exclusion of the bidder from the procurement process;
   ii. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
   iii. forfeiture or encashment of any other security or bond relating to the procurement;
   iv. recovery of payments made by the procuring entity along with interest thereon at bank rate;
   v. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
   vi. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

5.31. Conflict of Interest:

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

a. they have controlling partners in common;
b. they receive or have received any direct or indirect subsidy from any of them;
c. they have the same legal representative for purposes of the bid;
d. they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
e. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
f. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

5.32. Interference with Procurement Process:

A bidder, who: -

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

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

5.33. Appeals

a. Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
    i. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
    ii. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

b. The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

c. If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (b) 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 (b) 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 I above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

e. The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
    i. First Appellate Authority: Commissioner, IT&C, GoR
    ii. Second Appellate Authority: Principal Secretary/ Secretary, IT&C, GoR

f. Form of Appeal:
    i. Every appeal under (a) and (c) above shall be as per Annexure-8 along with as many copies as there are respondents in the appeal.
    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:

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 I shall also be placed on the State Public Procurement Portal.

v. 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.

5.34. Stay of procurement proceedings:

While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.

5.35. Vexatious Appeals & Complaints:

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

5.36. Offenses by Firms/ Companies:

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

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

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

c. For the purpose of this section-

    i. “company” means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and

    ii. “director” in relation to a limited liability partnership or firm, means a partner in the firm.

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

5.37. Debarment from Bidding:

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

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

    ii. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

b. A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.

c. If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.

d. Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.

e. The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

5.38. Monitoring of Contract:

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

b. During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

c. If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

d. Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

e. No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

5.39. Price Fall

a. The prices under rate contract shall be subject to price fall clause. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen (15) days time to intimate their acceptance to the revised price.

b. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

c. Selection under the Rate Contract does not ensure any work order to be given, and there shall not be any guarantee on minimum quantity of order to be given to any of the successful bidders.

6. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT

Bidders should read these conditions carefully and comply strictly while sending their bids.

Definitions

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

a) “Contract” means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
c) “Contract Price” means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
d) “Day” means a calendar day.
e) “Delivery” means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
f) “Completion” means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
h) “Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.
i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
k) “Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
l) “The Site,” where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

6.1. Contract Documents

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

6.2. Interpretation

a. If the context so requires it, singular means plural and vice versa.

b. Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c. Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d. Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e. Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f. Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

6.3. Language

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

b. The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6.4. Eligible Services

a. For purposes of this Clause, the term “services” includes services such as requirement gathering, documentation, development, deployment, installation, integration, testing, commissioning, training, security auditing, and initial maintenance.

6.5. Service of Notice, Documents & Orders

a. A notice, document or order shall be deemed to be served on any individual by –
   i. delivering it to the person personally; or
   ii. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
   iii. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.

b. When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

6.6. Scope of Service Delivery

a. Subject to the provisions in the bidding document and contract, the services to be delivered shall be as specified in the bidding document.

b. Unless otherwise stipulated in the Contract, the scope of delivery shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the services as if such items were expressly mentioned in the Contract.

6.7. Supplier’s/ Selected Bidder’s Responsibilities:

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

6.8. Purchaser’s Responsibilities

a. Whenever the delivery of services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b. The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

6.9. Contract Price

a. The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Rate Contract.

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

6.10. Recoveries from Supplier/ Selected Bidder

a. Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
b. Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
c. In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

6.11. Taxes & Duties

a. The income tax, GST, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
b. If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose concessional Sales Tax, no “CForm/ DForm”, or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document.
c. For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
d. For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
e. Revision in GST shall be on account of the procuring entity if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison/finalization of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.

6.12. Copyright

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

Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

6.13. Confidential Information

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

6.14. Liquidated Damages (LD)

a. In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of services with the bidder has failed to supply/ install/ complete: -
    i. delay up to one fourth period of the prescribed delivery period: 2.5%
    ii. delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
    iii. delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%

iv. delay exceeding three fourth of the prescribed period: 10%

b. Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
c. The maximum amount of liquidated damages shall be 10% of the contract value.
d. If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
e. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.

6.15. Settlement of Disputes

If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

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

6.16. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

a. neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
b. the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

6.17. Force Majeure

a. The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it’s delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
b. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c. If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d. If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

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

6.18. Change Orders and Contract Amendments

a. The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -

   i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
   ii. the method of shipment or packing;
   iii. the place of delivery; and
   iv. the related services to be provided by the supplier/ selected bidder.

b. If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

c. Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

6.19. Termination

6.19.1. Termination for Default:

a. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

   i. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
   ii. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

iii. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

iv. If the supplier/ selected bidder commits breach of any condition of the contract. ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.

b. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

6.19.2. Termination for Insolvency:

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

6.19.3. Termination for Convenience:

a. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

b. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

c. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

   i. To have any portion completed and delivered at the Contract terms and prices; and/or

   ii. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

6.20. Settlement of Disputes

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

6.21. Sub-contracting

Sub-contracting is not allowed under this RFP.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

7.1. Penalty

a. **The bidder shall also ensure that the application should be accessible and available for 24X7. Penalty for Non-Availability/ Non Accessibility of the application/ Downtime of Website/ Portal (for any reason other than Hardware/ Operating System failure)/Major Issue in Author/ Publisher leading to issues Website not opening / Important features in Website not working shall be deducted as follows: -**

S.No.	Down Time in a Quarter	Penalty
1	Up to 1 Day	No Penalty
2	>1 Day and <=5 Days	10000/- per day
3	>5 Days	20000/- per day
Note: Non-Availability/ Non-accessibility of application for more than 10 days in a quarter consecutively for two quarters may be treated as breach of contract leading up to the Termination for Default.		

b. **Penalty for Non-Availability of deployed Personnel/ Resources/ Manpower:**
In case of non-availability of resource for more than 48 hrs, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following:

S.No.	Resource Type	Penalty
1	Server administrator	Rs. 2000/- per day of absence
2	AEM Developer	Rs. 1500/- per day of absence
3	Business Analyst	Rs. 1000/- per day of absence
Note: i. Non-availability of any resource consecutively for more than 30 days in a quarter may be treated as breach of contract leading up to the Termination for Default. If the resource is not available for any major reason such as sickness of self/ parents / spouse / children; marriage etc., the firm should seek permission for the same along with reasons certified by HR and provide suitable replacement during the days of leave. Such permitted leaves shall not be treated as absence of manpower, if due replacement is provided for the said period. Resource shall be permitted a maximum of 2 days leave in a month on a prorate basis subject to a maximum of 6 per quarter.		

c. **Penalty for attrition of key resources during the project duration:**
Selected Bidder shall make sure that the key personnel involved in Support & Maintenance of the portals and websites are designated to the project for the entire project duration. However, the replacement of resources by selected bidder after

deployment will be allowed (without penalty) only once in a quarter. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) selected bidder may be asked to replace the resource without any penalty for replacement/exit. Key resource leaving the project has to provide proper knowledge transfer, handover and passing on of duties. The penalty per resource would be imposed in case of exit/replacement of resource from the project as per the details given below:

Penalty for attrition of key resources during the project duration
Replacement of any resource without information and prior permission of the purchaser shall attract a penalty of amount equivalent to 50% of the quoted man-month rate for respective resource.

d. **Penalty for delay in deployment of Resource/s under FMS (per resource):**

Penalty for delay in deployment of Technical Support as per approval from purchaser (per resource)
Selected agency is expected to deploy the onsite resource within 30 calendar days of providing the work order by RISL. In case the resource is not deployed within 30 days of work order, a penalty equivalent to per day payout of the resource shall be levied for the absence / shortage of supply. Penalty for delay in deployment of Technical Support as per approval from purchaser = Total No. of delay days x Rs. 1000/-

e. **Penalty for Non-timely completion of Task/ activities related to resolving issues/ bugs:**

Measurement Parameters	**Service Level**	**Penalty**
Time taken for resolving issue	Within 24 hours of lodging of complaint	No Penalty
Time taken for resolving issue	> 24 hours of lodging the complaint < 48 hours	Rs.2500/- per day.
Time taken for resolving issue	> 2 days of lodging the complaint but less than 10 days	Rs.5000/- per day.
Note: - In case, if selected bidder fails to resolve the issue(s) within 10 calendar days, it may be considered as breach of contract.		

* Time shall be calculated from the call logged or from mail/ written communication from OIC/ authorized personnel/Service request application to Bidder team

These penalties are in addition to Liquidated Damages (As per RFP) which may be imposed on late delivery of the defined deliverables.

Note: Maximum Penalty applicable would be capped to 10% of respective order value, beyond which it may be treated as breach of contract leading to the Termination for Default.

f. Penalty for delay in development of new portals:

Delay in the development of the new portal/website would attract penalty of 1% of the quoted price of new development per day.

g. Availably of critical resource

Department may ask the critical resource to be available as and when required.

7.2. Change Requests/ Management

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

   i. Development of new portal (not form existing services/ Module)

   ii. Integration with third party application/gateway

b. The change request/ management procedure will follow the following steps: -

   iii. Identification and documentation of the need for the change – The information related to initiator, initiation date and details of change required, and priority of the change will be documented by RISL.

   iv. Analysis and evaluation of the Change Request – Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.

   v. Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc. shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.

   vi. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.

   vii. Verification of the change – The change will be verified by RISL on implementation of the change request.

c. All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.

d. While approving any change request, if required, RISL may ask the bidder to deploy the required resources on-site.

e. If any such change outside the scope of delivery agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of successful bidder receiving the RISL change order which shall not be unreasonably withheld or delayed.

ANNEXURE-1: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm: ____

____

Bidding Document Fee Receipt No. ___________ Dated___________ for Rs. _____________/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

{Procuring entity},

______________________________,

______________________________,

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

Thanking you,

Name of the Bidder: - Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _______________

Place: _______________

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

ANNEXURE-3: SELF-DECLARATION

{to be filled by the bidder}

To,

{Procuring entity},

______________________________,

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

a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
d) does not have any previous transgressions with any entity in India or any other country during the last three years
e) does not have any debarment by any other procuring entity
f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
i) will comply with the code of integrity as specified in the bidding document.
j) I/ We undertake, for timely establishment of a local office in Jaipur (if the award is made to us) and within 30 days from the date of issue of Letter of Rate Contract.

   Or

   (strike out whichever is not applicable)

   We have an existing office at Jaipur at the following address: ....

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _______________

Place: ______________

ANNEXURE-4: FINANCIAL BID COVER LETTER & FORMAT

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

To,

{Procuring Entity},

______________________________,

Reference: NIB No. :___________________________________ Dated:__________

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

ANNEXURE-5: FINANCIAL BID FORMAT

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

- This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.}
- Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.
- GST shall be paid on actuals as per prevailing rates.
- This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.
- The Bidders needs to submit their Financial Proposal at e-procurement website as per the below mentioned templates:

Tender Inviting Authority: Managing Director, RISL						
Name of Work: Rate Contract RFP for Development and FMS of Web Portals & Websites in AEM						
NIT Ref. No.:						
Bidder Name :						
S.No.	**Item No. and Description**	**Unit**	**Qty**	**Per Unit Cost (in INR) (Excluding GST)**	**GST (if applicable)**	**Total Cost (in INR) inclusive of all taxes**
A	**B**	**C**	**D**	**E**	**F**	**H= D X (E+F)**
1.	Development of Web Portal on AEM Sites Platform	No.	1			
2.	FMS of Web Portal on AEM Sites Platform for 1 year (other than the inclusive 1-year support with development)	No.	1			
3.	Server administrator	Man-months	12			
4.	AEM Developer	Man-months	24			
5.	Business Analyst	Man-months	12			
Total (In Figures) – Rs.						
Total In Words						

NOTE:

1. GST would be as applicable.
2. Bidders are expected to quote for all the item categories mentioned in above table. In case a bidder does not quote for any of the item category, the bid shall be summarily rejected.
3. There are total twelve items mentioned in BoQ. Bidder must quote rates for all items. L1, L2, L3 ...... shall be designated based on the total value of financial bid. Once all bidders are rated then L1 and L2 shall be offered to match the L1 rates of each items. If any of the L1 or L2 does not match the L1 rates of each item then the offer shall be given to L3 and so on
4. The quoted rates are for reference purpose only for additional requirement if any in future.

ANNEXURE-6: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY

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

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

Sir,

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

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

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

2. Now, therefore, we the ……………………………………. (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at………………….... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount

or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the RISL to recover the said amount of <Rs. ______________ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ……….………………(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..

8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. ______________ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.

9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date ………………… (Signature) ……………………………………….

Place ………………… (Printed Name) ………………………………….

(Designation) …………………………………….

(Bank's common seal) ………………………….

In presence of:

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

(1) ………………………………………

………………………………………

(2) ………………………………………

………………………………………

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

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

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

exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

ANNEXURE-7: DRAFT AGREEMENT FORMAT

{to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this ______day of ________, 2022 by and between RajCOMP Info

Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART And

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

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. __________________dated________, on which supplier has given their acceptance vide their Letter No.______________dated ____________.

And whereas

The supplier has deposited a sum of Rs. ________________/- (Rupees _________________) in the form of __________________ ref no. _________________ dated ______________ of ____________ Bank and valid up to _____________ as security deposit for the due performance of the contract.

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

1. The NIB Ref. No. ____________________________ dated ___________ and RFP document dated _________ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no.

____________________ dated _________ will duly deliver the said services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

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

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

Note:

i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day. ii. The maximum amount of agreed liquidated damages shall be 10%.
ii. In case data digitization and data migration is not done as per the timelines mentioned in the RFP, liquidated damages shall be applicable for data digitization and data migration.
iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.

6. The SLA terms and conditions as mentioned in the RFP shall be a part of this agreement.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____day of _______________, 2022.

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

ANNEXURE-8: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE

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

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

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

Appeal No ………of ……………

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

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

2. Name and address of the respondent(s):
    a. <please specify>
    b. <please specify>
    c. <please specify>

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

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

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

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

7. Prayer:<please specify>

Place …………………………………….

Date ……………………………………

Appellant's Signature

ANNEXURE-19: FORMAT FOR CV

General Information	
Name of the person	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: • Degree • Academic institution graduated from • Year of graduation • Specialization(if any) • Key achievements and other relevant information(if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional/Domain Experience	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: • Organizations worked for in the past ○ Organization name ○ Duration and dates of entry and exit ○ Designation Location(s) ○ Key responsibilities	
Prior project experience • Project name • Client • Key project features in brief • Location of the project • Designation • Role • Responsibilities and activities • Duration of the project Please	
Proficient in languages (Against each language listed indicate, if speak/read/write)	

ANNEXURE: 11: MANPOWER QUALIFICATIONS

S.No.	Role	Min. Qualification, Relevant Experience & Certifications	Additional
1.	Server Administrator	• Full time Education Qualification of B.E/ B. Tech/ MCA/ M. Sc (CS)/M. Tech (CS) from recognized University/ Institute in India with more than 5 years of professional experience as a server administrator/ DBA	• Experience in handling large databases, scheduling, Indexing, Data optimization, • Hands-on experience on various Database Platform (Installation, Configuration, Performance Tuning, Troubleshooting, Backup/Restore, Data Migration, Error handling, Query Processing etc.) • Distributed database system Data security ERP and business knowledge • DBA certified
2.	Developer	• Full time B.E. / B. Tech (in IT / Computer Science / Computer Engg) / MCA from recognized Institutes. • Has thorough understanding of Adobe Enterprises Manager (AEM) Application/s (web/ mobile) and other web technologies Technical Architecture, strong written and verbal communication skill, strong experience for planning & defining scope, resource planning, develop project schedule, Risk Analysis, monitoring & reporting progress to stakeholders. • At Least 4 years of experience as software developer.	• Experience in Project Management / IT Consulting/ Software Development and implementation of e-Governance initiatives is desirable. • Thorough Understanding of Adobe AEM Platform technology / SharePoint / ASP.NET / PHP / Drupal / Java for web and mobile application • Thorough understanding of Adobe AEM Platform technology / SharePoint / ASP.NET / PHP / Drupal / Java for web and mobile application.
3.	Business Analyst	• Graduate in any discipline.	

		• Fluency in English/ Hindi • 4 Year Experience in Digital marketing works/IT. Should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams.	