2026

Request for Proposal (RFP)
for
"Selection of a RBI authorised Payment Gateway Aggregator (Meta Integration Partner) to facilitate payment collection through the e-Mitra WhatsApp"

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: umeshcj.doit@rajasthan.gov.in

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Before Prebid: RFP for Selection of Payment Gateway Aggregator

Reference No. F4.9 (94)/RISL/Tech/Misc./2013/25191266 **Dated:** 26-10-2026

UBN: RIS2627SLOB00062

Notice Inviting Bid (NIB)

Name & Address of the Procuring Entity	• Name: RajCOMP Info Services Limited (RISL) • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	• Name: Sh. Umesh Chand Joshi • Designation: Additional Director, DoIT&C • Address: Sixth Floor, IT development & e-Governance Building, Jhalana Road, Jaipur-302015 (Rajasthan) • Email: umeshcj.doit@rajasthan.gov.in
Subject Matter of Procurement	Selection of a RBI authorized Payment Gateway Aggregator (Meta Integration Partner) to facilitate payment collection through the e-Mitra WhatsApp
Bid Procedure	Single Stage: Two envelop open e-Bid procedure at https://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) – L1
Websites for downloading RFP Document, Corrigendum's, Addendums etc.	• Websites: http://sppp.rajasthan.gov.in,http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in, http://doitc.rajasthan.gov.in • **Bidding Document Fees / Tender Fees (non-refundable):** Rs. 1000 (Rupees One Thousand only) in Banker's Cheque / Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur". • **RISL Bid Processing Fee (non-refundable)**: Rs. 1000 (Rupees One Thousand only) in Banker's Cheque / Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
EMD and Mode of Payment	• Amount (INR): Rs 1 lakh (Rupees One lakh only) • Mode of Payment: Banker's Cheque, Demand Draft, Bank Guarantee of a Nationalised / Scheduled Bank in favor of "Managing Director, RISL" payable at "Jaipur"
Period of Availability of Bidding Document.	• Start Date: 26/10/2026 06:00 PM • End Date: 13/11/2026 till 3:00 PM
Date/ Time/Place of Pre-bid Meeting	• Date/ Time of Pre-bid Meeting: 30/10/2026 at 11:00 AM • Place: Conference Room, Sixth Floor, IT development & e-Governance Building, Jhalana Road, Jaipur-302015 (Rajasthan) • Pre-requisite: Submission of tender fees as mentioned. • Last Date of submitting pre-bid queries by the bidder: 02/11/2026 at 11:00 am • Queries received only on email umeshcj.doit@rajasthan.gov.in will be considered.
Manner, Start/End date for Bid submission	• Manner: Online at e-procurement website (http://eproc.rajasthan.gov.in) • Start Date: 04/11/2026 at 6:00 PM • End Date: 13/11/2026 at 3:00 PM
Submission of Banker's Cheque/ Demand Draft for RISL Processing Fee	Upto 13/11/2026 till 3:00 PM
Estimated Procurement Cost	Rs 50,00,000/- (INR Fifty Lakhs only) (Incl. of all taxes and Levies)
Date/ Time/ Place of Technical Bid Opening	• Date: 13/11/2026 • Time: 4:00 PM • Place: Conference Room, Sixth Floor, IT development & e-Governance Building, Jhalana Road, Jaipur-302015"
Date/ Time/ Place of Financial Bid opening	Will be intimated later to the Technically qualified bidders
Bid Validity	180 days from the bid submission deadline

Note:
1) Bidder (authorized signatory) shall submit their offer online in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.

Digitally signed by UMESH CHAND JOSHI
Designation: Additional Director
Date: 2026-10-26 12:40:40

Before Prebid: RFP for Selection of Payment Gateway Aggregator

2) In case, any of the bidders fails to physically submit' the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to date/time mentioned in NIT, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL processing Fee and Bid Security should be drawn in favor of "Managing Director, Raj Comp 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 (T1pe 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, Safe crypt, 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 website due to heavy load or any other unforeseen problem.
5) Bidders are also advised to refer **"Bidders Manual Kit"** available at e-Procurement website for further details about the e-Tendering process.
6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL/ DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL 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 LoI has been issued or a formal contract is signed and execute {'between the procuring entity and the successful bidder.
9) Procuring 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 RTPP Act, 2012 and Rules, 2013 there to 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.
11) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB). The complete bidding document shall also be placed on the State public Procurement portal and e-procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

Digitally signed by UMESH CHAND JOSHI
Designation: Additional Director
Date: 2026-10-26 12:40:40 IST
v-1.0

1) ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
BSP	A Business Solution Provider (BSP) is an entity authorized by Meta to provide businesses with access to the WhatsApp Business Platform, including APIs, messaging infrastructure, onboarding, and related technical services for developing and managing WhatsApp-based business solutions.
EMD	Earnest Money Deposit
e-Mitra WABA	**e-Mitra WABA** (e-Mitra WhatsApp Business Account) refers to the **Meta Verified WhatsApp Business Account** owned and operated by RISL for delivering citizen-centric Government services and enabling secure digital payment collection through the e-Mitra WhatsApp Channel.
G2C	Government to Citizen
GST	Goods and Services Tax
ICT	Information and Communications Technology
PS	Performance security
RBI	The Reserve Bank of India (RBI) is the central bank of India responsible for regulating the country's monetary policy, banking system, and payment and settlement systems, including issuing the regulatory framework governing the Bharat Bill Payment System (BBPS).
TS	Transaction Security

2) INVITATION FOR APPLICATIONS

2.1) The Department of Information Technology & Communications (DoIT&C), Government of Rajasthan, through RajCOMP Info Services Limited (RISL), intends to enhance digital service delivery across the State by extending the e-Mitra platform to the WhatsApp Business Channel.

2.2) RajCOMP Info Services Limited (RISL), on behalf of the Department of Information Technology & Communications (DoIT&C), Government of Rajasthan, invites Request for Proposal (RFPs) from eligible and qualified bidders for the selection of a RBI authorised Payment Gateway Aggregator (Meta Integration Partner) to facilitate payment collection through the e-Mitra WhatsApp.

2.3) This is a single stage selection procedure for selection of the service provider for above services under e-Mitra Project. The selection is based upon the state's requirement to enable payment services on WhatsApp.

2.4) All bids must be accompanied by an Earnest Money Deposit (EMD) of Rs 1, 00,000/- (Rs. One Lakh only) in the form of Banker's Cheque/ Demand Draft/Bank Guarantee payable to Managing Director, RajCOMP Info Services Ltd. payable at Jaipur.

2.5) RISL RFP Processing Fee (non-refundable) of Rs. 1000 (Rupees One Thousand only) in Banker's Cheque / Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur"

2.6) RajCOMP reserves the right to make necessary changes in the terms of the Project, and to reject any or all bids without assigning any reasons thereof.

2.7) Based on the responses received in this RFP, one organization/firm would be selected as Payment Gateway Partner. The selected organization would facilitate payment collection through e-Mitra WhatsApp

2.8) Bid documents must be sent at the address given below, up to **03:00** PM on **13/11/2026** ("Submission Deadline") and Bid will be opened on the same day at **04:00** PM at the address given below in the presence of the Bidder's representative, who wish to attend.

Conference Room, Sixth Floor, IT development & e-Governance Building,
Jhalana Road, Jaipur-302015

Email: umeshcj.doit@rajasthan.gov.in

3) ELIGIBILITY CRITERIA

Firms that are integrated gateway partners of Meta for native **in-chat payments** for WhatsApp Business in India.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a company registered under Indian Companies Act, 1956/2013 OR A partnership firm registered under Indian Partnership Act, 1932 OR A LLP firm registered under Limited Liability Partnership Act, 2008 AND Bidder should be an integrated gateway partner of Meta for Native in-Chat payments for WhatsApp Business in India.	-Copy of valid Registration Certificates / Copy of Certificates of incorporation -Copy of the Agreement with Meta for Payment Gateway services.
2	Financial: Net Worth	The net worth of the bidder, as on 31st March 2026, should be Positive.	CA Certificate with CA's Registration Number/ Seal
3	Tax registration	The bidder should have a registered number of i. GST where his business is located ii. Income Tax / PAN number.	Copies of relevant certificates of registration
4	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their 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; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-3: Self-Declaration

4) PROJECT PROFILE

4.1) RISL, on behalf of Department of Information Technology & Communication, Government of Rajasthan intends to select an RBI-authorized Payment Gateway Aggregator (Meta Integration Partner) to facilitate secure digital payment collection through the e-Mitra WhatsApp Channel.

4.2) e-Mitra is the flagship integrated citizen service delivery platform of the Government of Rajasthan, developed and managed by RajCOMP Info Services Limited (RISL) under the Department of Information Technology & Communication (DoIT&C).

4.3) e-Mitra is the multi-modal service delivery platform of Government of Rajasthan:

- Online Web Portal: 600+ G2C & B2C services, 45 Lakhs+ transactions/month
- Physical Kiosks: 75,000+ kiosks (Urban – 30,000+, Rural – 45,000+)
- Mobile App: Available for both iOS and Android
- e-Mitra Self Service Kiosks (e-Mitra+ machines): 9891 at Gram Panchayats, 5000 in Urban

4.4) The platform provides a single-window mechanism for delivering Government-to-Citizen (G2C), Business-to-Citizen (B2C), Government-to-Business (G2B), and Business-to-Business (B2B) services such as bill payments, certificates, licenses, tax payments, application services, fee collections, and other public services through both physical service centres (e-Mitra kiosks) and digital channels.

4.5) RISL operates a verified WhatsApp Business Account (WABA) – 9461062705 (may change as per RISL preference) - with a Blue Tick, which is presently being utilized to deliver certificates generated through e-Mitra directly to citizens via WhatsApp. Additionally, WhatsApp notifications are being sent to citizens regarding utility bill payments, including Electricity and Water bills, through the e-Mitra mobile application.

4.6) To further enhance citizen convenience and digital accessibility, RISL is extending e-Mitra services to the WhatsApp Business Platform (Meta Verified Business Account).

4.7) The Service Provider selected through this RFP will be engaged to provide the PG services for a period of three (3) years.

5) SCOPE OF WORK

The selected Payment Gateway Service Provider (PGSP) shall provide a secure, scalable, RBI-compliant payment gateway solution integrated with the e-Mitra WhatsApp Platform to facilitate digital payments for Government of Rajasthan services.

The following broadly constitutes the scope of work:

5.1) Payment Gateway Integration

The bidder shall:

i. Integrate payment APIs with the e-Mitra WhatsApp Platform.
ii. Support payment initiation directly from WhatsApp conversations.
iii. Support UPI, Debit Card, Credit Card and Net Banking payment instruments.
iv. Generate dynamic payment links and QR codes wherever applicable.
v. Provide real-time payment confirmation.
vi. Provide secure payment redirection wherever required.
vii. Support refunds and reversals.
viii. Support web hook-based payment notifications.
ix. Ensure 24×7 payment availability.

5.2) Security & Compliance

The bidder shall:

i. Comply with RBI Payment Aggregator Guidelines.
ii. Be PCI-DSS compliant.
iii. Encrypt all sensitive information.
iv. Support tokenisation wherever applicable.
v. Maintain audit logs for all transactions.
vi. Ensure compliance with IT Act 2000, Digital Personal Data Protection Act, and CERT-In advisories.

5.3) Dashboard & Reporting

Provide a dashboard with:

i. Real-time transaction monitoring.
ii. Payment success/failure analytics.
iii. Settlement reports.
iv. Refund reports.
v. Reconciliation reports.
vi. MIS reports.
vii. Export to Excel/PDF

5.4) Settlement & Reconciliation

The bidder shall:

i. Provide T+1 settlement.
ii. Perform automated reconciliation.
iii. Share daily settlement reports.
iv. Support reconciliation APIs.
v. Provide dispute management.

5.5) Support & Maintenance

i. 24×7 Online Help Desk.
ii. Dedicated Account Manager.
iii. Incident Management.

6) SERVICE LEVEL AGREEMENT, DELIVERABLE AND TIMELINES:

S. No.	Deliverable	SLA**/ Frequency	Penalty	Measurement System
1	Signing of contract agreement within 15 days of issuance of LOI	One time		
2	Deposition of Performance Security Deposit after signing of contract agreement.	15 days (one time)		
3	Integration of WhatsApp solution with RISL after signing of contract agreement	30 days (one time)	Forfeiture of Performance Security	
4	Deposition of E-Mitra WhatsApp transaction Security after deposition of Performance Security	30 days (one time)	Forfeiture of Performance Security	
5	Replenishment of E-Mitra WhatsApp transactions security Deposit	15 days from time when the average value of transactions for any day in a particular month through RISL portal is more than or equal to 80% of the available e-Mitra WhatsApp transactions security deposited	In case the Service Provider fails to deposit the additional security and the total transaction amount exceeds Rs 10,00,000 (Rupees Ten Lakh) in a single day of month, a penalty of Rs 1,000 (Rupees One Thousand) per day shall be levied on the Service Provider for the period during which the required additional security remains undeposited. In case the Service Provider fails to deposit the required additional security for a continuous period of 15 days, the Performance Security shall be forfeited.	
6	Transfer of Funds collected online to the bank account of RISL department by Service Provider T= date of collection of funds T+1= next business day. In case the next day is a holiday as notified by RBI/ bank Holiday for the purpose of electronic settlement/ transfer of funds, then next working day shall be considered.	(T+1 Business day)	18% interest on the delayed amount for the number of days delayed Material Breach (in addition to penalty as indicated above): In case the Service Provider fails to transfer the funds collected online within T+4 business days on three (3) occasions during a quarter, such repeated failure shall constitute a material breach of the agreement, and the Performance Security and Transaction security shall be liable to be	Reconciliation report

			forfeited by RISL, without prejudice to any other rights and remedies available to RISL under the agreement.	
7	Redressal of consumer complaints	7 business days		

7) REVENUE MODEL / COMMISSION CHARGES

The **Rajasthan Payment Platform (RPP)** is the centralized digital payment infrastructure developed by the **RajCOMP Info Services Limited (RISL)** for the Government of Rajasthan. It serves as a unified payment gateway that enables secure, seamless, and efficient collection of payments through various government digital channels. It supports multiple payment modes, including **UPI, Net Banking, Debit Cards, Credit Cards, and Wallets**, thereby offering citizens a convenient and secure payment experience.

RPP is integrated with e-Mitra, however, for WhatsApp payment collection, a Meta partner Payment Gateway is required.

7.1 For Payment Gateway Transaction Processing Fees-

S. No.	Payment Options	Existing Transaction Charges through RPP		
		Particulars	**Up to Rs. 2000**	**Above Rs. 2000**
1	Debit Card (as per RBI Guidelines, including convenience charges)	**For Rupay Debit Card**	Nil	Nil
		For Visa /Master Debit Card	0.40% of the transaction amount + applicable taxes	0.85% of the transaction amount + applicable taxes
2	Net-banking	Rs 3.25+taxes		
3	Credit Card	0.83% of transaction amount+ taxes		
4	BHIM UPI, QR > Rs 2,000/- (as per RBI / NPCI guidelines, including convenience charges)	Rs 5 + applicable taxes		

RISL proposes to use the commercially approved rates of Payment Aggregators under the Rajasthan Payment Platform (RPP) as **benchmark rates** for this RFP. Participating bidders are expected to quote rates that are equal to or lower than the corresponding RPP benchmark rates. The benchmark is intended to ensure competitive pricing while maintaining transparency and value for the Government.

8) INSTRUCTION TO BIDDERS (ITB)

8.1 Sale of Bidding/ Tender Documents

a) The sale of bidding documents shall commence from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.

b) The bidding documents shall be made available to prospective bidder who pays the price for it by bank demand draft unless the procurement is reserved for specific category of bidders.
In case pre-qualification proceedings were held for a bidding process including registration or empanelment proceedings, the bidding documents shall be made available to only those bidders who have been prequalified or registered or empaneled, as the case may be.

8.2 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.

8.3 Pre-Bid Meeting / Clarifications/ Modifications/ Changes

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

b) A pre-bid conference can also be scheduled by the procuring entity to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.

c) The period within which the bidders may seek clarifications 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
   ii. Response to clarifications by procuring entity: 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 websites.

e) At any time, prior to the deadline for submission of Bids, the procuring entity can 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.

f) 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.

g) 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.

h) 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 in such extended time. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

8.4 Format and Signing of Bids

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

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single stage-Two part/ cover system shall be followed for the Bid: -

   a. Technical Bid, including fee details, eligibility& technical documents

   b. Financial Bid

d) The Technical Proposal shall not include any financial information. Technical Proposal containing any financial information shall be declared non-responsive. Technical bid shall include information related to all specification sought by the Procuring Entity. Bidders should submit only required documents in technical bid. Numbering of all the pages of technical bid is necessary. Check-list of all the important documents should also be enclosed in technical bid. The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security (EMD)	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Tender Form	As per Annexure-2 (PDF)
5.	Self-Declaration	As per Annexure-3 (PDF)
6.	Certificate of conformity/ No deviation	As per Annexure-7 (PDF)
7.	Bidder's Authorization Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-10 (PDF)
8.	Copy of valid Registration Certificates / Copy of Certificates of incorporation	(PDF)
9.	Project Capability Documents	As defined in eligibility criteria
10.	Financial 'Net Worth' Certificate	Statutory Auditor/ CA Certificate with Registration Number / Seal (PDF)
11.	Copy of GST Certificate	(PDF)
12.	Copy of PAN Card	(PDF)
13.	Sealed & Signed RFP Document (including all necessary corrigenda)	(PDF)
Technical Documents		
15.	Technical Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-9 (PDF)

b) The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. The Financial Proposal shall specify the financial quote all-inclusive including all the costs. Total Cost submitted by applicant should be inclusive of all applicable taxes. The applicant is responsible for meeting all tax liabilities arising out of this RFP. Financial bid shall include the following documents: -

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

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

8.5 Cost & Language of Bidding

a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

8.6 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

8.7 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 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.

***8.8* Withdrawal, Substitution, and Modification of Bids**

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

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

8.9 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 authorized representatives who choose to be present.

b) The committee may co-opt experienced persons/consultants in the committee to conduct the process of Bid opening.

c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).

e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -

   a. bid is accompanied by bidding document fee, bid security, and processing fee (if applicable);
   b. bid is valid for the period, specified in the bidding document;

c. bid is unconditional and the bidder has agreed to give the required performance security; and
d. Other conditions, as specified in the bidding document are fulfilled.
e. Any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

8.10 Selection Method

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

For the purpose of determining the L1 bidder, the rates offered by the Bidder for various payment modes (UPI, Debit Card, Credit Card and NetBanking) will be considered as following:

- A = UPI transaction charges (For transaction amount above Rs 2000/-) (To be quoted as Fixed rate irrespective of amount)
- B = Debit Card Rates for Visa/Master Card (For transaction amount up to Rs 2,000/-) (To be quoted in % irrespective of amount)
- C = Debit Card Rates for Visa/Master Card (For transaction amount above Rs 2,000/-) (To be quoted in % irrespective of amount)
- D = Credit Card (To be quoted in % irrespective of amount)
- E = Net Banking Rates (To be quoted as fixed rate irrespective of amount)

L1 will be determined on the least value of = 70%*A + 5%*B + 5%*C + 5%*D + 15%*E

Note that eproc L1 will not be valid, as the L1 score will be calculated manually in accordance with above formula.

Also, RISL already has bank accounts with several Banks that will be used for collection purpose. However, in case of any unassociated Bank, RISL can open the new Bank account with such Bank on request of L1 Bidder.

Currently, there are no charges on Debit card (Rupay) transactions as per Regulator guidelines. In case of any changes by Regulator allowing to take charges on Debit card (Rupay) transactions, Bidder shall ensure to provide the minimal rates to RISL under this RFP i.e. the provided rates shall be competitive to market rates prevailing at that time and shall be lower or equivalent to that offered by Bidders to any government entity.

***8.11* Earnest Money Deposit (EMD)**

(i) Service Provider participating in the selection process shall furnish an Earnest money as specified in the RFP.

(ii) The EMD shall be in Indian Rupees and shall be in the form of Banker's Cheque , Demand Draft, Bank Guarantee of a scheduled bank in favor of "Managing Director, RISL" payable at "Jaipur". The instrument should be issued by a Bank having at least one branch at Jaipur. EMD must remain valid thirty days beyond the original or extended validity period of the bid.

(iii) Earnest Money of unsuccessful Bidders (Service Providers) shall be refunded.

(iv) The EMD shall be forfeited, including the interest, if any, in the following cases, namely:

- when the bidder (Service Providers) does not execute the agreement, if any, after placement of LOI/ work order within the specified period;
- when the bidder (Service Providers) fails to execute work as per LOI/ work order within the time specified;
- when the bidder (Service Providers) does not deposit the performance security within specified period after the LOI/ work order is placed; and
- if the bidder (Service Providers) breaches any provision of code of integrity, pre-scribed for bidders, specified in the bidding document.

(v) No interest shall be payable on the EMD.

(vi) In case of the successful bidder (Service Providers), the amount of EMD 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.

8.12 Exclusion of Bids/ Disqualification

i. The procuring entity shall exclude/ disqualify a Bid, if: -
   a) the information submitted, concerning the qualifications of the bidder (Service Providers), was false, inaccurate or constituted a misrepresentation; or
   b) the bidder (Service Providers) is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
   c) the bidder (Service Providers), 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;
   d) a bidder (Service Providers), in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

ii. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

8.13 Acceptance of the successful Bids and award of contract

i. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, etc., shall accept or reject the 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.

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

iii. The procuring entity shall award the contract to the bidders whose proposal has been determined to be advantageous in accordance with the selection criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of eligibility criteria fixed for the bidders in this bidding document.

8.14 Contract period

The duration of contract period would be three (3) years. Contract can be terminated at any stage on account of unsatisfactory performance by respective service provider.

Based on the mutual consent / agreement between Parties, the contract period can further be extended for another one (1) year on same terms and conditions.

8.15 Clarification of Bids

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

8.16 Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a bid on the basis of biding documents.
b. A responsive bid is one that meets the requirements of the bidding documents without material deviation, reservation, or omission where: -
   (i) "deviation" is a departure from the requirements specified in the bidding documents;
   (ii) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and
   (iii) "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

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

   (i) 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
   (ii) If rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.

d. The bid evaluation committee shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.

e. The procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, 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 documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.

b) Non-material Non-conformities in Bids

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
b. The bid evaluation committee may request the bidder to submit the necessary information or document 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.

8.17 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) conditional Bids are liable to be rejected;
d) 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;
e) The offers shall be evaluated and marked L1, L2, and L3 etc. L1 being the lowest offer.
f) Bids quoting higher rates than the maximum capping (RPP rates mentioned in Chapter 7), the entire bid will be rejected, and the EMD submitted will be forfeited.
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.

8.18 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.

8.19 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.

8.20 Negotiations

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

8.21 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/ NIB;
    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: -

a. communicated to the concerned bidder in writing;

b. Published on the State Public Procurement Portal, if applicable.

8.22 Acceptance of the successful Bid and award of contract

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

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

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

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

e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding documents and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding documents for the subject matter of procurement.

f) Prior to the expiration of the period of bid validity, A Written intimation OR Letter of Intent / Acceptance (LOI / LOA) shall be sent to the concerned bidder by registered post or e-mail and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

g) The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by e-mail to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or Letter of Intent shall constitute a binding contract.

h) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

8.23 Information and publication of award

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

***8.24* Procuring entity's right to accept or reject any or all Bids**

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

8.25 Performance Security

a) Prior to the execution of the agreement, Performance security and Transaction security shall be solicited from the successful bidder.

b) Selected Bidder shall have to execute an agreement with RISL within 15 days of issuance of LOI.

c) Selected Bidder shall have to deposit the performance security amount as detailed below (in form of Demand Draft in the favor of "Managing Director, RISL" payable at "Jaipur" or Bank Guarantee of a Scheduled Bank having its branch in Jaipur in favor of "Managing Director, RISL", payable at par at "Jaipur") within 15 days of signing of LOI

- The performance security amount is Rs 2 Lakhs.

d) Selected Bidder shall have to deposit the transaction security amount as detailed below (in form of Demand Draft in the favor of "Managing Director, RISL" payable at "Jaipur" or Bank Guarantee of a Scheduled Bank having its branch in Jaipur in favor of "Managing Director, RISL", payable at par at "Jaipur") within 30 days after deposition of performance security.

- The transaction security amount is Rs 10 Lakhs.

e) Performance security and Transaction security furnished above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.

f) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-

i. When any terms and condition of the contract is breached.

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

g) Notice will be given to the bidder with a reasonable time before PSD deposited is forfeited.

h) No interest shall be payable on the PSD.

i) The PSD shall be returned / refunded after one year of completion of the Contract period.

8.26 Execution of agreement

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

b) The successful bidder shall sign the procurement contract within 15 days from the date of issuance of LOI.

c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder.

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

8.27 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.

8.28 Cancellation of procurement process

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

b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -

   I. At any time prior to the acceptance of the successful Bid; or

   II. After the successful Bid is accepted in accordance with (d) and (e) below.

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

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

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

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

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

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

8.29 Code of Integrity for Bidders

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

b) The code of integrity include provisions for: -

   a. Prohibiting

      (i) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;

      (ii) Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

      (iii) Not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;

      (iv) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;

      (v) Not indulge in 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;

      (vi) Not obstruct any investigation or audit of a procurement process;

   b. Disclose conflict of interest, if any; and

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

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

   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.

8.30 Conflict of Interest

a) A conflict of interest for bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

b) 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:-

(i) They have controlling partners in common;

(ii) They receive or have received any direct or indirect subsidy from any of them;

(iii) They have the same legal representative for purposes of the bid;

(iv) 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;

(v) 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

(vi) 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 Qualification Criteria and Biding Forms, 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.

8.31 Interference with Procurement Process

A bidder, who: -

I. withdraws from the procurement process after opening of financial bids;

II. withdraws from the procurement process after being declared the successful bidder;

III. fails to enter into procurement contract after being declared the successful bidder;

IV. 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.

8.32 Appeals

a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of <10> days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

I. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:

II. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

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

c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity,

as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

d) 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.

e) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

f) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Secretary / Principal Secretary, IT&C, GoR
Second Appellate Authority: Secretary, Finance (Budget) Department, Govt. of Rajasthan.

g) Form of Appeal:
   I. Every appeal under (a) and (c) above shall be as per Annexure-6 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.

h) Fee for Appeal: Fee for filing appeal:
   I. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
   II. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

i) Procedure for disposal of appeal:
   a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
   b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
      i. hear all the parties to appeal present before him; and
      ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
   c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
   d. The order passed under (c) shall also be placed on the State Public Procurement Portal.

j) 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.

8.33 Stay of procurement proceedings

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

8.34 Vexatious Appeals & Complaints

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

8.35 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.

***8.36* Debarment from Bidding**

a) A bidder shall be debarred by the State Government if he has been convicted of an offence
   I. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
   II. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

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

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

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

***8.37* Verification of Eligibility Documents by RISL**

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

9) OTHER TERMS & CONDITIONS

9.1) Non-Disclosure Agreement :

Selected Bidder shall be responsible for maintaining absolute security and integrity of all data. All data/information supplied during the course of engagement is proprietary information owned by RISL will not have any claim or right or ownership over such information. Bidder will not disclose confidential information to other person / any entity without written consent of RISL.

9.2) Termination of Payment Gateway Aggregator:

I. Termination for Default

The bid sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the selected bidder, terminate the contract in whole or in part: -

- If the 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
- If the 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
- If the 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.
- If the supplier/ selected bidder commits breach of any condition of the contract.

If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.

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.

II. Termination for Insolvency

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

III. Termination for Convenience

a. RISL, by a written notice of at least 30 days sent to the 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 selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
b. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

10) PAYMENT TERMS AND SCHEDULE

10.1) Any penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deposited by the Service Provider to RISL, failing which, RISL will deduct such payments from the security deposit.

ANNEXURE-1: COVERING LETTER

(To be submitted on the Letter head of the bidder)

To,
Chairman & Managing Director,
RISL, Jaipur

Dear Sir,

Ref: F4.9 (94)/RISL/Tech/Misc./2013/ dated DD-MM-YYYY

1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, express our interest to offer services and work as mentioned in the bid document & in conformity with the said bidding document for the same.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ We hereby submit my/our token of acceptance to all the bid terms & conditions **without any deviations**. Hence, I/we am/are hereby submitting my/our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your bid document.
4. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".
5. I / We understand that the Purchaser is not bound to accept any bid received in response to this bid document.
6. In case I/we am/are engaged by the Purchaser, I/we shall provide any assistance/cooperation required by *Purchaser,* appointed auditing agencies (if any), state government officials and *Other Stakeholders of the project* for performing their duties with respect to this project. I/We understand that my/our non-cooperation for the same shall be grounds for termination of service.
7. My/ Our correspondence details with regard to this bid document are:

No.	Particulars	Details
1.	Name of the Service Provider	
2.	Address of the Service Provider	
3.	Telephone number	
4.	Mobile number	
5.	Fax number	
6.	Email ID	
7.	Website URL	

I remain,
Yours sincerely,
Authorized Signature [*In full and initials*]: _____
Name and Title of Signatory: _____
Name of Firm: _____
Address: _____

ANNEXURE-2: TENDER FORM

(To be submitted on the Letter head of the bidder)

Addressed to:

Name of the Procurement Entity	Chairman and Managing Director
Address	RajCOMP Info Services Ltd., Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Telephone	0141-2226055
Tele Fax	0141-2228701
Email	info.risl@rajasthan.gov.in /umeshcj.doit@rajasthan.gov.in (clearly mention the ITB no. in the subject of the mail)

RFP reference: F4.9 (94)/RISL/Tech/Misc./2013/ **dated DD-MM-YYYY**

Service Provider Details:

Name of Service Provider		
Registered Office Address		
Contact Person		
Telephone Number(s)		
Email Address/ Web Site	Email:	Web-Site:
Fax No.		
Mobile Number	Mobile:	
Certification/Accreditation/Affiliation, if Any		

Bidding Document Fees amounting to Rs 1,000/- (Rupees One Thousand only) has been deposited vide DD/ Banker's Cheque receipt number: ……., dated: ……

RISL Bid Processing Fee amounting to Rs _____/- (Rupees <in words>) has been deposited vide DD/ Banker's Cheque receipt no. _____ dated _____.

Following documents are attached towards the proof of Earnest Money Deposited:

S. No	Earnest Money Deposited through	Number	Dated
1	Demand Draft/Bank Guarantee		
2	Banker's Cheque (Local Only)		

Documents submitted for Eligibility Criteria

S. No.	Eligibility Criteria	Details	Page No of documentary proof Annexed at
1	Bidder's Profile		
2	Financial: Net worth		
3	Mandatory Undertaking		

I agree to abide by all the terms and conditions mentioned in this bid document issued by the Procurement entity (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:
Name & Seal of the Service Provider: _____
Authorized Signatory: _____

ANNEXURE-3: SELF-DECLARATION

(To be submitted on the Letter head of the bidder)

To,
Managing Director,
RajCOMP Info Services Limited.

In response to the NIB Ref. No F4.9 (94)/RISL/Tech/Misc./2013/ dated DD-MM-YYYY 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/ blacklisting by any other procuring entity
f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

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

ANNEXURE-4: Draft Agreement between RISL & the Selected Bidder

(On Rupees 500/- non-judicial stamp paper of state Rajasthan)

Service Level Agreement

For

Payment Gateway Aggregator Services: for e-Mitra / RISL Projects in the State of Rajasthan.

RajCOMP Info Services Ltd. (RISL)

And

_____(Company Name)_____

This agreement is made on this day of____/____/____and effective from____/____/____

BETWEEN

The **RajCOMP Info Services Ltd,** Jaipur having its office at C-Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 through its **Chairman & Managing Director,** (hereinafter referred to as "**Purchaser/RISL**", which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators), of the **FIRST PART**,

AND

_____(PG Name)_____, a Company registered under the Companies Act, 2013 and having Registered Office at _____ (herein after called "**Service Provider**" and Service Provider shall mean and include its successors, assigns and administrators) of the **SECOND PART**.

RISL and Service Provider shall individually be referred to as Party and collectively as Parties wherever the context in the Agreement may require.

Whereas RISL has decided to avail services of Electronic Payment Collection, Aggregation and Reconciliation Services for its various Project in the State of Rajasthan from the Bank whereas Service Provider has agreed to undertake & execute the task with the terms & conditions set forth herein after. This will be joint exercise for the said activities.

WHEREAS

a) **<Service provider Name>** intends to provide RISL for providing the Payment Gateway Aggregator Services: Electronic Payment Collection, Aggregation, and Reconciliation Services under various projects of RISL in the State of Rajasthan as per terms and conditions mentioned herein and the scope of work/Process mentioned in RFP No. F4.9 (94)/RISL/Tech/Misc./2013/ dated <DD/MM/YYYY>.

b) RISL has agreed to avail the facility of Payment Gateway Aggregator Services from the Service Provider as are represented in the scope of work mutually agreed between the Parties.

c) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally, agree as follows:

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. In this Agreement unless the contest otherwise requires:

1.1 "**Contract**" means this Agreement entered into between the RISL and the Service Provider, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

1.2 "**Contract Documents**" means the documents listed in this Agreement, including all attachments, appendices, and all documents incorporated by reference therein or any amendments thereto.

1.3 "**Day**" means calendar day.

1.4 "**Completion**" means the fulfillment of the Related Services by Service provider in accordance with the terms and conditions set forth in the Contract.

1.5 "**Services**" means all of the Electronic Payment Collection, Aggregation, and Reconciliation Services for various RISL projects in the State of Rajasthan that the Service Provider is required to provide.

1.6 "**Purchaser**" means RISL.

1.7 "**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 Service provider under the Contract.

1.8 "**Subcontractor**" means the natural person, an entity, private/public or government, or a combination of above, including its legal successors or permitted assigns, to whom execution of any part of the services is subcontracted by the Service Provider.

1.9 **Service Provider**" means _____(Company Name)_____and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Service Provider.

1.10 "**The portal**," shall mean any website of RISL project that has been established by the purchaser for the purpose of collecting bills/dues from consumers for services availed / to be availed by them.

1.11 "**Confidential Information**" means any information disclosed to or by any Party to this Agreement and includes any information in relation to the Parties, including any such information that may come to the knowledge of the Parties hereto by virtue of this Agreement that is:

a. by its nature confidential or by the circumstances in which it is disclosed confidential; or

b. designated by the disclosing Party as confidential or identified in terms connoting its confidentiality;

But does not include information which is or becomes public knowledge other than by a breach of this Agreement;

1.12 "**Effective Date"** means the date of this Agreement or any date mentioned in the Agreement as effective date.

1.13 "**Contract Period**" shall commence from the date of signing of this Agreement or the effective date and shall last for a period of **Three years** from the date thereof and may be extended on terms and conditions as mutually agreed by both Parties, **2 (two) months** prior to the expiry of the Agreement

Note: After the execution of this agreement, all the previous agreements or anything like will be expired.

1.14 "**Intellectual Property Rights**" means any patent, copyright, trademark, trade name, design, trade secret, permit, service marks, brands, propriety information, knowledge, technology, licenses, databases, computer programs, source code of software, know how or other form of intellectual property right, title, benefits or interest whether arising before or after the execution of this Agreement and the right to ownership and registration of these rights;

1.15 **"Order issuing Authority**" means CMD, RISL or its representative, Government of Rajasthan**.**

2. **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.

3. **INTERPRETATION**:

3.1 In this Agreement unless a contrary intention is evident

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

b. **Commercial Terms:** The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules

prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce.

c. **Entire Agreement:** The Contract constitutes the entire agreement between the Company and the Service Provider and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

d. **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.

e. **No 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.

f. 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.

g. **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.

h. Unless otherwise specified a reference to a clause number is a reference to all of its sub-clauses'

i. Unless otherwise specified a reference to a clause, sub-clause or Schedule is a reference to a clause, sub-clause or Schedule of this Agreement including any amendments or modifications to the same from time to time.

4. **LANGUAGE**

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the Service Provider 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 English language, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The Service Provider shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

5. **GOVERNING LAW**

a) This agreement shall be governed by and interpreted in accordance with the laws of the India, unless otherwise specified in the contract. **Courts of Jaipur, Rajasthan** shall have exclusive jurisdiction.

6. Scope of Services

a) Subject to the provisions in the Contract, Services to be supplied shall be as specified in Detailed Scope of Work/Schedule of the RFP.

b) Unless otherwise stipulated in this Agreement, the scope of supply shall include all such items not specifically mentioned in this Agreement but that can be reasonably inferred from this Agreement as being required for attaining delivery and completion of Services as if such items were expressly mentioned in this Agreement, subject to mutual consent of Parties.

7. Delivery & Installation

a) Subject to the conditions of this Agreement, the delivery and completion of Services shall be in accordance with the Card Association Rules and applicable RBI directions/regulations.

b) The Agreement for the supply can be repudiated at any time by the Purchase Officer of RISL, if the Services rendered are not to his satisfaction after giving an opportunity to the Service Provider of being heard and recording the reasons for such repudiation.

c) The Service provider shall arrange to provide Services as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the scope of work.

8. Service Provider's Responsibilities

a) The Service Provider shall provide all the Services as per the provisions of the scope of work of RFP No. F4.9 (94)/RISL/Tech/Misc./2013/ dated <DD/MM/YYYY>.

9. RISL's Responsibilities

a) Whenever the Services requires that the Service Provider need to obtain permits, approvals, from local public authorities, the RISL shall, if so, required by the Service Provider, make its best effort to assist the Service Provider in complying with such requirements in a timely and expeditious manner.
b) The RISL shall pay all costs involved in the performance of its responsibilities, in accordance with the general conditions of this Agreement. However, RISL will not pay for any responsibility to obtain approval for the service provider.

10. Recoveries from Service providers

a) Recovery of liquidated damages attributed to the negligence or misconduct of Service Provider shall be made ordinarily from bills and by revocation of Bank Guarantee if full amount not recovered from the bills and balance not paid on demand.
b) The balance, if any, shall be demanded from the Service Provider and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

11. Taxes & Duties

a) The tax, etc. if applicable shall be deducted at source from the payment to the Service Provider as per the law in force at the time of execution of this Agreement.
b) The Service Provider shall be entirely responsible for computation and levy of all taxes, duties, license fees, etc. including GST at rates applicable from time to time.
c) If any tax exemptions, reductions, allowances or privileges may be available to the Service Provider in India, the Purchaser shall use its best efforts to enable the Service Provider to benefit from any such tax savings to the maximum allowable extent.

12. PERFORMANCE SECURITY DEPOSIT:

This Agreement is valid for entire project duration subject to the fulfillment of the following conditions:

a) RISL shall issue a work order subsequent to approval/execution of Service Level agreement.
b) The Service Provider shall, provide a Performance Security deposit of **Rs. 2,00,000/-(Rupees Two Lakh Only)** for the due performance for all undisputed outstanding amounts due by Service Provider under this Agreement.
c) The proceeds of the Performance Security deposit shall be payable to the Purchaser as compensation for any loss resulting from THE SERVICE PROVIDER's failure to complete its obligations under the Contract.
d) **Form of Performance Security deposit:** SD in the form of cash will not be accepted. It may be deposited in the form of Bank Draft or Banker's Cheque. The concerned Procurement Committee may also permit to accept full amount or part of SD in the form of a Bank Guarantee.
e) **Refund of Performance Security deposit:** The Performance Security deposit shall be refunded after two months of expiry of the term and/or termination of the contract.
f) **Forfeiture of Performance Security deposit:** Performance Security deposit shall be forfeited in the following cases: -
    i. When any terms and condition of the contract is breached.
    ii. When the Service Provider fails to commence supply or stops making the supplies or fails to provide services as stipulated in the scope of work the deliverables after partially executing the purchase/ work order or at any stage during Agreement period.
    iii. To adjust any dues against the firm from any other contract with RISL.
g) No interest will be paid by RISL on the amount of earnest money and performance security deposit.
h) Proper notice will be given to The Service Provider with reasonable time before earnest

money/ performance security deposit is forfeited.

i) Forfeiture of earnest money / performance security deposit shall be without prejudice to any other right of RISL to claim any damages as admissible under the law as well as to take such action against The Service Provider such as severing future business relation or black listing, etc.

j) The Service Provider indemnifies the FIRST PART against all third-party claims of infringement of patent, trademark/copyright or industrial design rights arising from the services supplied by THE SERVICE PROVIDER.

k) Further The Service Provider would be required to obtain all statutory and other approvals, licenses/clearances from the department concern required for implementing the project in the State under this Agreement.

13. Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Service Provider herein shall remain vested in the Service Provider, or, if they are furnished to the Purchaser directly or through the Service Provider by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

14. CONFIDENTIAL INFORMATION

a) The Purchaser and the Service Provider shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with this Agreement, whether such information has been furnished prior to, during or following completion or termination of this Agreement.

b) Service Provider may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under this Agreement, in which event the Service Provider shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Service Provider.

c) The Purchaser shall not use such documents, data, and other information received from Service Provider for any purposes unrelated to this Agreement. Similarly, Service Provider 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 this Agreement.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -

- the Purchaser or Service Provider need to share with the RISL or other institutions participating in this Agreement;
- now or hereafter enters the public domain through no fault of that party;
- 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
- 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 this Agreement.

15. Specifications and Standards

a) All services supplied shall strictly confirm to the specifications and standards laid down in the Scope of Work Technical Specifications and Drawings are:

i. The Service Provider shall ensure that its Services comply with the technical specifications and other provisions of the agreement.

ii. The Service Provider shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the RISL, by giving a notice of such disclaimer to the RISL.

iii. The Services rendered by Service Provider under this Agreement shall conform to the standards mentioned in RFP and, when no applicable standard is mentioned, then applicable card association rules and RBI regulations/directions shall apply.

16. Patent Indemnity

a) The Service Provider shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including reasonable attorney's fees and expenses, which the Purchaser may suffer directly as a result of any infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of this Agreement by reason of:

i. the installation of the services by Service Provider; and

Such indemnity shall not cover any use of Service Provider services or any part thereof other than for the purpose indicated by or to be reasonably inferred from this Agreement, neither any infringement resulting from the use of Service Provider services or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the service provider, pursuant to this Agreement.

b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the Service provider a notice thereof, and the Service provider may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c) If the Service provider fails to notify the Purchaser within **thirty days** after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

d) The Purchaser shall, at the Service provider's request, afford all available assistance to the Service provider in conducting such proceedings or claim, and shall be reimbursed by the Service provider for all reasonable expenses incurred in so doing.

e) The Purchaser shall indemnify and hold harmless the Service provider and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Service provider may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

17. Limitation of Liability

Except in cases of gross negligence or willful 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 Service provider to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the Service provider 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 Service provider to indemnify the Purchaser with respect to patent infringement.

18. Change in Laws & Regulations

a) Unless otherwise specified in this Agreement, if after the Effective Date of the Agreement any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/ India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery

Date and/ or the Contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the Service Provider has thereby been affected in the performance of any of its obligations under this Agreement. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Clause "Contract Price".

19. FORCE MAJEURE:

a) The Service Provider shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, 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 beyond the control of The Service Provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of THE SERVICE PROVIDER. 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 contractor shall promptly notify RISL in writing of such conditions and cause thereof within **ten days** of occurrence of such event. Unless otherwise directed by RISL, the contractor 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 **sixty days**, either party at its option may terminate the contract without any financial repercussion on either side.

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

20. CHANGE ORDERS AND AGREEMENT AMENDMENTS

a) The Purchaser may at any time order Service Provider through Notice in accordance with clause "Notices" in this Agreement, to make changes within the general scope of this Agreement in any one or more of the following: -

   i. drawings, designs, or specifications, where Services to be rendered under this Agreement are to be specifically provided for the Purchaser and mutually agreed between the Parties herein;

   ii. the place of delivery; and

   iii. The related services to be provided by the Service Provider.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the Service provider's/ Service Provider's performance of any provisions under this Agreement, an equitable adjustment shall be made in the Contract Price or in the delivery and completion schedule, or both, and this Agreement shall accordingly should be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within **thirty days** from the date of Service Provider receipt of the Purchaser's change order.

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

21. TERMINATION

a) **Termination for Default:**

i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of this Agreement, by written notice of default sent to Service Provider, terminate this Agreement in whole or in part: -

a) If Service Provider fails to deliver any or all quantities of the work/ service within the time period specified in this Agreement, or any extension thereof granted by RISL; or

b) If Service Provider fails to perform any other obligation under this Agreement within the specified period of delivery of service or any extension granted thereof; or

c) If Service Provider, in the judgment of the Procuring Authority has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing this Agreement.

d) If Service Provider commits breach of any condition of this Agreement.

ii. Before cancelling this Agreement 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 of RISL, if there is one, may be obtained.

b) **Termination for Insolvency:** RISL may at any time terminate this Agreement by giving Notice to Service Provider, if Service Provider becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to Service Provider, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

c) **Termination for Convenience:**

i. Each Party may, by **Sixty days** prior Notice sent to other Party, may terminate this Agreement, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Either Party's convenience, the extent to which performance of Service Provider under this Agreement is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case Service Provider may be appropriately compensated on mutually agreed terms for the loss incurred by this Agreement if any due to such termination.

22. <u>SETTLEMENT OF DISPUTE:</u>

General: If any dispute arises between the Bank /Service Provider and RISL during the execution of an Agreement that should be amicably settled by mutual discussions.

23. <u>Terms of Payment</u>

a) Testing charges, if any, shall be borne by the Service Provider.

b) Charges for availing of debit/ credit card/ online net banking services / m-wallet shall be borne by the stakeholder availing of such services such as the citizen, kiosk owner/ any other stakeholder wishing to avail of such services.

c) No other charges shall be payable by DeGS/ concerned line department/ RISL except for those as outlined above.

24. <u>SECURITY DEPOSITS FOR TRANSACTIONS :</u>

a) The service provider would deposit an amount to RISL towards security in form of unconditional irrevocable Bank Guarantee issued by a Scheduled Commercial Bank payable and revocable at **Jaipur, Rajasthan, India** on behalf of itself to indemnify government against non-transfer of funds collected by Service Provider in the Nodal Account for G2C/B2C transactions on behalf of RISL to RISL's bank account under and in accordance with the terms and conditions contained in this Service Agreement, of that no interest will be paid as G2C/B2C security. This G2C/B2C security is in addition to the performance security to be submitted by the successful bidder.

b) Failure to deposit this initial G2C/B2C security amount by the service provider will cause forfeiture of performance security. This security deposit would be in addition to the irrevocable performance security to be deposited by the service provider.

c) The amount would be initially Rs. 10,00,000 (Rs. Ten Lakhs only) and would be subject to revision in case the average value of transactions **for any day in the period of one month** through RPP/e-Mitra portal is more than or equal to 80% of the available G2C/B2C security deposited. In such a case, the service provider shall increase the existing G2C/B2C transaction security with additional 20% amount within **fifteen days**. In case the service provider fails to deposit additional security and the total transactions amount exceeds Rs.5, 00,000 in a single day, then a penalty of Rs 1000 (Rupees One Thousand) per day shall be levied on the Service Provider for the period during which the required additional security remains undeposited . In case the Service Provider fail to deposit the required additional security for a period of 7 days, the performance security shall be forfeited.

d) The service provider shall replenish the PBG/ TS transactions security deposited with the amount equal to the penalty levied in not later than **fifteen days** from the day of levy of penalty.

e) The service provider may request for extension of timelines as indicated above which may be granted on a case-to-case basis looking to the ground realities and circumstances with or without penalties/ Liquidated damages by DoIT&C/ RISL.

f) Non transference of funds collected online till day T+4 on 3 occasions in a quarter shall amount to material breach and shall be treated accordingly.

g) Penalties shall not be levied on the service provider in the following cases:

   i. The non-compliance to the SLA has been solely due to reasons beyond the control of the service provider.

   ii. There is a force majeure event affecting the SLA which is beyond the control of the service provider.

25. <u>GENERAL</u>

a) **Relationship between the Parties:**

   a. Nothing in this Agreement constitutes any fiduciary relationship between RISL and Service Provider or its team or any relationship of employer employee, principal and agent or partnership, between RISL and Service Provider.

   b. No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of this Agreement.

b) **No Assignment:** Service Provider shall not transfer any interest, right, benefit or obligation under this Agreement without the prior written consent and approval of RISL.

c) **Survival:** The provisions of the clauses of this Agreement in relation to documents, data, processes, property, Intellectual Property Rights, Indemnity, publicity and confidential/non-disclosure and ownership survive the expiry or termination of this Agreement and in relation to confidentiality/non-disclosure, the obligations continue to apply unless RISL notifies Service Provider of its release from those obligations.

d) **Entire Agreement:** The terms and conditions laid down in this Agreement and the RFP No. F4.9 (94)/RISL/Tech/Misc./2013/ _dated _____. all Annexure /attachments thereto shall be read in consonance with and form an integral part of this Agreement. This Agreement supersedes any prior agreement, understanding or representation of the Parties on the subject matter.

e) **Jurisdiction of Courts:** The courts **only at Jaipur, Rajasthan, India** shall have exclusive jurisdiction to determine any proceeding in relation to this Agreement.

f) **Compliance with Laws:** Service Provider must comply with the laws in force in **Jaipur, Rajasthan, India** in the course of performing this Agreement.

g) **Notices:**

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

26. Chargeback:

Any Transaction entered by the **<Company Name>** in any of the following circumstances shall be the final responsibility of **<Company Name>** notwithstanding that the Transaction was accepted or paid by RISL and the **<Company Name>** agrees to Bank/Payment Gateway/RISL's Charging back of the Transaction without any demur or protest in the following circumstances:

a) Transactions which are not in conformity with the provisions of this Agreement;
b) Transactions beyond the validity date shown on the Card;
c) Transactions which are fraudulent, collusive, illegal or otherwise irregular in any manner whatsoever;
d) Transactions incurred outside the territory authorized for use of the Card;
e) Any charge for merchandise, Products and/or Service sold or provided to the Card Holder at a price which is in excess of the price displayed at the time of purchase of Products and/or Services;
f) Transactions for undelivered merchandise, Products or service;
g) Transactions which the Card Holder refuses to pay because the merchandise, Products or Service were not as promised or were defective;
h) Transactions where the Card Holder asserts a claim for set-off or counter claim against the **<Company Name>** or disputes his liability for any reason whatsoever;
i) Transactions where the Transaction is split by the **<Company Name>** in more than one Transactions with a view to circumvent the approval parameters of the Issuer;
j) Transactions in respect of which a Card Holder's complaint or request for an adjustment has not been resolved; and
k) Transactions which are transacted, recorded or submitted otherwise than in accordance with this Agreement.

Addressed as follows and shall be deemed received **two days** after mailing or on the date of delivery if personally delivered:

To RISL at: 6th Floor, E-Governance and IT Building, Jhalana Institutional Area, Jaipur

Address: Managing Director, RajCOMP Info Services Limited, Yojana Bhawan, Jaipur

(Phone): 141-2222011, **(FAX):** 141-2224855

To Service Provider at: _____ (Company Name and Address) _____

Address: ----------

(Phone): ----------

(FAX): ----------

- Any Party may change the address to which notices are to be directed to it by notice to the other parties in the manner specified above.
- A notice served on a duly authorized Representative is taken to be notice to the Party represented by him.

h) **Waiver**

a. Any waiver of any provision of this Agreement is ineffective unless it is in writing and signed by the Party waiving its rights. Such waiver shall be effective only after the approval of the Purchaser Company.

b. A waiver by either Party in respect of a breach of a provision of this Agreement by the other Party is not a waiver in respect of any other breach of that or any other provision.

c. The failure of either Party to enforce at any time any of the provisions of this Agreement must not be interpreted as a waiver of such provision.

i) **Modification:** Purchaser retains the right to modify any term of this agreement at time. Any modification of this Agreement must be in writing and signed by an authorized representative of the Purchaser.

j) **Severance**: In the event any provision of this Agreement is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Agreement shall remain in full force and effect.

IN WITNESS WHERE OF the Parties here to have hereunto set their hands and seal the day and year first above written.

For **RajComp Info Services Ltd.**	**_____(PG Name)_____**
Name:	**Name:**
Designation :	**Designation:**
Date:	**Date:**

(1)Witness:

(Name/Designation/Signature/Seal)

(2)Witness:

(Name/Designation/Signature/Seal)

(1) Witness:

(Name/Designation/Signature/Seal)

(2) Witness:

(Name/Designation/Signature/Seal)

ANNEXURE-5: 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 Nationalized/ 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).

Reference No:

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. F4.9 (94)/RISL/Tech/Misc./2013/ dated DD-MM-YYYY 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 Nationalized 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 there-under.

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 favour 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 favor 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 Nationalized 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.

BANK GUARANTEE FORMAT – PERFORMANCE BANK GUARANTEE (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 <DD-MM-YYYY> 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 favour 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-6: 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-7: CERTIFICATE OF CONFORMITY / NO DEVIATION

(to be filled by the bidder)

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

Reference No. F4.9 (94)/RISL/Tech/Misc./2013/ dated <DD/MM/YYYY>

CERTIFICATE

This is to certify that our technical bid is in conformity to the entire scope of work mentioned in RFP, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the scope of work of the bidding document and that there are no deviations of any kind from the scope of work.

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

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

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

Place:_____

ANNEXURE-8: FINANCIAL BID COVER LETTER & FORMAT

(to be submitted by the bidder on his Letter head)

To,

Managing Director,

RajCOMP Info Services Limited (RISL)

Reference: NIB No F4.9 (94)/RISL/Tech/Misc./2013/ dated DD-MM-YYYY

Dear Sir/Ma'am,

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 work as mentioned in the Scope of the work, Service Level Standards & in conformity with the said bidding document for the same.

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

I / We undertake, if our bid is accepted, to deliver the services 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 180 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format

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

PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) (e-proc L1 will not be valid, as the L1 score will be calculated manually by formula)		
NUMBER #	TEXT #	NUMBER #
Sl. No.	Particulars (Mode of Payment adopted by Online user)	Proposed Per Transaction Charges (Incl. of Tax)
1	2	3
1	UPI Proposed Transaction Charges (Incl. of Tax) Above Rs. 2000 < To be filled by Bidder as fixed rate, up to 2 decimal >	
2	Debit Card (For Visa/Master Card) Proposed Transaction Charges (Incl. of Tax) Up to Rs. 2000 < To be filled by Bidder in % irrespective of transaction amount, up to 2 decimal >	
3	Debit Card (For Visa/Master Card) Proposed Transaction Charges (Incl. of Tax) Above Rs. 2000 < To be filled by Bidder in % irrespective of transaction amount, up to 2 decimal >	
4	Credit Card Proposed Transaction Charges < To be filled by Bidder in % irrespective of transaction amount, up to 2 decimal >	
5	Net-banking Proposed Transaction Charges < To be filled by Bidder as fixed rate irrespective of transaction amount, up to 2 decimal >	

1. Above rates are inclusive of all taxes & levies
2. Bidders shall quote rates for debit card, credit card and net-banking that are **not more than** the corresponding RPP benchmark rates.
3. For the purpose of determining the L1 bidder, the rates offered by the Bidder for various payment modes (UPI, Debit Card, Credit Card and NetBanking) will be considered as following:
   - A = UPI transaction charges (For transaction amount above Rs 2000/-) (To be quoted as Fixed rate irrespective of amount)
   - B = Debit Card Rates for Visa/Master Card (For transaction amount up to Rs 2,000/-) (To be quoted in % irrespective of amount)
   - C = Debit Card Rates for Visa/Master Card (For transaction amount above Rs 2,000/-) (To be quoted in % irrespective of amount)
   - D = Credit Card (To be quoted in % irrespective of amount)
   - E = Net Banking Rates (To be quoted as fixed rate irrespective of amount)
4. **L1 will be determined on the least value of = 70%*A + 5%*B + 5%*C + 5%*D + 15%*E**
5. Note that eproc L1 will not be valid, as the L1 score will be calculated manually in accordance with above formula. Also, RISL already has bank accounts with several Banks that will be used for collection purpose. However, in case of any unassociated Bank, RISL can open the new Bank account with such Bank on request of L1 Bidder.
6. Currently, there are no charges on Debit Card (Rupay) as per Regulator guidelines. In case of any changes by Regulator allowing to take charges on Debit Card (Rupay), Bidder shall ensure to provide the minimal rates to RISL under this RFP i.e. the provided rates shall be competitive to market rates prevailing at that time and shall be lower or equivalent to that offered by Bidders to any government entity.
7. Bidders shall submit quotes up to two (2) decimals only.
8. Bidders quoting higher rates than the maximum capping, the entire bid will be rejected, and the EMD submitted will be forfeited.

ANNEXURE-9: TECHNICAL BID COVER LETTER

<On Bidder's Letter head>

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

Subject: Submission of the Technical Proposal for Selection of a RBI authorized Payment Gateway Aggregator (Meta Integration Partner) to facilitate payment collection through the e-Mitra WhatsApp.

Dear Sir/Ma'am,

We, the undersigned, offer to take up the role of **authorized Payment Gateway Aggregator** with reference to your Request for Proposal F4.9 (94)/RISL/Tech/Misc./2013/ dated DD-MM-YYYY as per our Proposal. We are hereby submitting our Technical Proposal enclosed herewith.

We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorized Signatory)

Signature:
Name:
Designation:
Address:
Seal:
Date:

ANNEXURE-10: Bidder's Authorization Certificate

(To be filled by the bidder)

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

Reference No.: _____
Dated: _____

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 and submit technical and commercial information/clarifications as may be required by you in the course of processing the Bid.

For the purpose of validation, his/her verified signature is as under:

Thanking you,

Name of the Bidder: _____

Verified Signature: _____

Authorized Signatory: _____

Seal of the Organization: _____

Date: _____

Place: _____

Note: Please attach the Board Resolution/valid Power of Attorney in favour of the person signing this authorizing letter.