2026

# RajCOMP Info Services Limited (RISL)

## RFP for Procurement of ESRI ArcGIS Software Product Suite through Enterprise Agreement (EA) for the period of One (1) Year

**RFP for Procurement of ESRI ArcGIS Software Product Suite through Enterprise Agreement (EA)**

| | |
|---|---|
| **Mode of Bid Submission** | Online though e-Procurement/ e-Tendering system at https://eproc.rajasthan.gov.in |
| **Procuring Authority** | Managing Director, RISL<br>First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) |
| **Last Date & Time of Submission of Bid** | As per NIB |
| **Date & Time of Opening of Technical Bid** | As per NIB |

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

**RajCOMP Info Services Limited (RISL)**
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

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## ABBREVIATIONS & DEFINITIONS

| | |
|---|---|
| **Act** | The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto |
| **Authorised Signatory** | The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm. |
| **BG** | Bank Guarantee |
| **Bid/ eBid** | A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format |
| **Bid Security** | A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. |
| **Bidding Document** | Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid |
| **BoM** | Bill of Material |
| **BoQ** | Bill of Quantity |
| **CMC** | Contract Monitoring Committee |
| **Competent Authority** | An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Chairman cum Managing Director, RISL in this bidding document. |
| **Contract/ Procurement Contract** | A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement |
| **Project Period** | The Contract/ Project Period shall commence from the date of issue of Work order till warranty/support is valid. |
| **Day** | A calendar day as per GoR/ GoI. |
| **DeitY, GoI** | Department of Electronics and Information Technology, Government of India |
| **DoIT&C** | Department of Information Technology and Communications, Government of Rajasthan. |
| **ETDC** | Electronic Testing & Development Center |
| **FOR/ FOB** | Free on Board or Freight on Board |
| **GoI/ GoR** | Govt. of India/ Govt. of Rajasthan |
| **Goods** | All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves |

| | |
|---|---|
| **GST** | Goods & Services Tax |
| **ICT** | Information and Communication Technology. |
| **IFB** | Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal) |
| **INR** | Indian Rupee |
| **ISI** | Indian Standards Institution |
| **ISO** | International Organisation for Standardisation |
| **IT** | Information Technology |
| **ITB** | Instruction to Bidders |
| **LD** | Liquidated Damages |
| **LoI** | Letter of Intent |
| **NCB** | A bidding process in which qualified bidders only from within India are allowed to participate |
| **NeGP** | National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi. |
| **NIB** | Notice Inviting Bid |
| **Notification** | A notification published in the Official Gazette |
| **OEM** | Original Equipment Manufacturer |
| **OEM India Entity** | Firm solely authorized by OEM for its operations/support/business in India |
| **PAN** | Permanent Account Number |
| **PBG** | Performance Bank Guarantee |
| **PC** | Procurement/ Purchase Committee |
| **Procurement Process** | The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be |
| **Procurement/ Public Procurement** | The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly |
| **Project Site** | Wherever applicable, means the designated place or places. |
| **PSD/ SD** | Performance Security Deposit/ Security Deposit |
| **Purchaser/ Tendering Authority/ Procuring Entity** | Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. DoIT&C, GoR in this RFP document. |
| **RISL** | RajCOMP Info Services Limited |

| | |
|---|---|
| **RVAT** | Rajasthan Value Added Tax |
| **Services** | Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity |
| **SLA** | Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is aa service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance. |
| **State Government** | Government of Rajasthan (GoR) |
| **State Public Procurement Portal** | http://sppp.raj.nic.in |
| **STQC** | Standardisation Testing and Quality Certification, Govt. of India |
| **Subject Matter of Procurement** | Any item of procurement whether in the form of goods, services or works |
| **TIN** | Tax Identification Number |
| **TPA** | Third Party Auditors |
| **VAT/ CenVAT** | Value Added Tax/ Central VAT |
| **WO/ PO** | Work Order/ Purchase Order |

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

**Ref.: Rajkaj Ref. No. 25135489** **Dated: 26/10/2026**

**Unique Bid No.: RIS2627SLOB00063**

| | |
|---|---|
| **Name & Address of the Procuring Entity** | • Name: RajCOMP Info Services Limited (RISL)<br>• Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) |
| **Name & Address of the Project Officer In-charge (POIC)** | • Name: Shweta Saxena<br>• Designation: SA (Joint Director), DoIT&C<br>• Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)<br>• Email: shwetasaxena.doit@rajasthan.gov.in |
| **Subject Matter of Procurement** | RFP for Procurement of ESRI ArcGIS Software Product Suite through Enterprise Agreement (EA) |
| **Bid Procedure** | Single-stage: two parts (envelop) open competitive eBid procedure at http://eproc.rajasthan.gov.in |
| **Bid Evaluation Criteria (Selection Method)** | Low Cost Based Selection (LCBS) - Lowest evaluated technically responsive bid |
| **Websites for downloading Bidding Document, Corrigendum's, Addendums etc.** | • Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://RISL.rajasthan.gov.in and http://doitc.rajasthan.gov.in<br>• Bidding document fee: Rs. 5,000/- (Rupees Five Thousand only) in the form of Cash/Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur. In case of SSI/MSME bid fees shall be 50 % of above specified rates.<br>• RISL Processing Fee: Rs. 2,500/- (Rupees Two Thousand and Five Hundred only) in the form of Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur. |
| **Estimated Procurement Cost** | Rs. 13.57 Cr (Rupees Thirteen Crore and Fifty Seven Lac Only) (Incl. all Taxes and levies) |
| **Bid Security and Mode of Payment** | • Amount (INR): 2% of the estimated procurement cost, 0.50% for MSME. unit of Rajasthan, 1.0% for Sick Industries, other than MSME., whose cases are pending with Board of Industrial & Financial Reconstruction OR As per government Prevailing rules and regulations.<br>• Mode of Payment: banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or Insurance Surety Bonds issued by IRDA, deposit through eGras or Fixed Deposit Receipt (FDR) of a scheduled bank.<br>• Bid Security shall be in favour of "Managing Director, RISL" payable at "Jaipur |
| **Period of Sale of Bidding Document (Start/ End Date)** | Start Date: 26-10-2026 at 4:00 PM<br>End Date: 16-11-2026 at 4:00 PM |

| | |
|---|---|
| **Manner, Start/ End Date for the submission of Bids** | • **Manner:** Online at eProc website (http://eproc.rajasthan.gov.in)<br>• **Start Date:** 26-10-2026 at 6:00 PM<br>• **End Date:** 16-11-2026 at 4:00 PM |
| **Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*** | **Till End Date:** 16-11-2026 at 4:00 PM |
| **Date/ Time/ Place of Technical Bid Opening** | • **Date:** 16-11-2026<br>• **Time:** 4:30 PM<br>• **Place:** RSDC, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) |
| **Date/ Time/ Place of Financial Bid Opening** | Will be intimated later to the Technically qualified bidders |
| **Bid Validity** | 120 days from the bid submission deadline |

Note:

1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft 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 favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement 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, GoR 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 executed 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 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

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

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

-sd-

SA (Joint Director)

## 2. PROJECT PROFILE &BACKGROUND INFORMATION

### 1) Project Profile

RISL has implemented a unified State-wide Geospatial System (RGDSS) known as Rajdharaa and created necessary ICT Infrastructure at Rajasthan State Data Centre that facilitates effective planning and monitoring of departmental assets & services being provided across the state. Rajdharaa consists of hardware, framework, applications, data modeling and methods that deals with spatially referenced and geographically tagged / linked data / information as well as non-spatial data. Various GIS based initiatives have been taken-up under Rajdharaa.

In order to acquire, process, store, distribute and improve the utilization of geospatial data, which is the gateway of spatial and non-spatial data being generated by various Line Departments of Government of Rajasthan, GIS based web & mobile applications have been developed using ArcGIS Platform, for various departments such as Police, Forest, Urban Development etc., majorly for managing assets and performing Geo-Analysis for planning and decision making.

There are continunuous requirements of upgrading existing licenses, getting support services including update and patches on existing software products, maintaining the ArcGIS stack(s) deployed in Government of Rajasthan and up keeping the whole system.

### 2) About RajComp Info Services Limited (RISL)

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

### 3) About RajDharaa

**Vision:** To establish an effective and integrated GIS Infrastructure of the State to enable good governance, sustainable development and citizen empowerment and to maintain a State-wide standardized GIS Assets.

To promote good governance, sustainable development and citizen empowerment and to maintain standardized GIS Assets, the state-wide GIS based system known as Rajdharaa has been created. Rajdharaa consists of hardware infrastructure, framework, Integrated Architecture, Software License, application, data, modelling and methods that deals with spatially referenced and geographically tagged / linked data / information as well as non-spatial data for creating multi-dimensional decision support system.

The primary objective of Rajdharaa is to acquire, process, store, distribute and improve the utilization of geospatial data, which is the gateway of spatial and non-spatial data being generated by various Line Departments of Government of Rajasthan.

## 3. QUALIFICATION/ ELIGIBILITY CRITERIA

1) A bidder (Manufacturer, Dealers & Distributors are eligible to participate in the bidding process) participating in the procurement process shall possess the following minimum qualification/ eligibility criteria.

| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|---|---|---|---|
| 1. | Legal Entity | The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement<br>(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)<br>**OR**<br>A company registered under Indian Companies Act, 1956 or Companies Act, 2013<br>**OR**<br>A partnership firm registered under Indian Partnership Act, 1932.<br>**OR**<br>Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008. | Copy of valid Registration Certificates<br>**OR**<br>Copy of Certificates of incorporation. |
| 2. | Financial: Turnover from IT/ ITeS | As per published audited balance sheets, the Average Annual Turnover of the bidder from IT/ ITeS for last three financial years i.e. either 2022-23, 2023-24 & 2024-25 or 2023-24, 2024-25 & 2025-26 (whichever latest audited certificate is available), should be equal to or more than 60 Crores. | CA Certificate with CA's Registration Number/ Seal bearing UDIN |
| 3. | CMMi Certification | CMMi Level 3 or above | Copy of valid certificate |
| 4. | Financial: Net Worth | The net worth of the bidder, as on 31-Mar-2025 or 31-Mar-2026 (whichever latest audited certificate is available) should be Positive. | CA Certificate with CA's Registration |

| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|---|---|---|---|
| | | | Number/ Seal bearing UDIN |
| 5. | Technical Capability | The bidder must possess the MAF with OEM/OEM India entity undertaking mentioning that in case of termination of contract due to any default by the supplier, OEM/OEM India entity shall be liable to provide all the services as per the contract for the period of agreement on the terms and conditions and payment terms of the contract signed by the approved supplier. | OEM certified MAF as per Annexure-7<br>And<br>OEM/OEM India entity undertaking as per annexure-12 |
| 6. | Tax Registration | The bidder should submit copy of:<br>i. GST registration certificate<br>ii. Income Tax/PAN Number | Copies of relevant certificates of registration & PAN Card |
| 7. | Mandatory Undertaking | As per Annexure-5: Self-Declaration | A Self Certified letter |
| 8. | Manufacture Authorization Form (MAF) | MAF is required at the time of Bid Submission. | OEM certified MAF as per Annexure-7 |

2) Any bidder participating in the procurement process shall -

a. Possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents, pre-qualification documents or bidder registration documents, as the case may be.

b. 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.

c. 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;

d. A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 and the bidding documents. The procuring entity shall take appropriate actions against the bidder in

accordance with section 11 and Chapter IV of the Act, if it determines that a conflict of interest has flawed the integrity of any procurement process.

e. The bidder has to be a company/proprietor/LLP or partnership firm/Corporation/ Board etc. registered for this purpose under any Law/Act of Govt. of India/ Govt. of State. Supporting documentary evidence (Certificate of incorporation/ Registration, etc.) need to be enclosed.

f. A bidder may be a natural person, private entity, government owned entity or, where permitted in the bidding documents.

g. A bidder debarred under section 46 shall not be eligible to participate in any procurement process undertaken by,- (a) any procuring entity, if debarred by the State Government; and (b) a procuring entity if debarred by such procuring entity.

h. In case of procurement of goods, bidder must be a manufacturer, distributor or bona-fide dealer in the goods and it shall furnish necessary proof for the same . Where applicable, proof of authorisation by the manufacturer or country distributor in India, shall be enclosed.

i. Any other eligibility crieteria like Experiance, Turnover, Profitability, Networth etc. may be incorporated taking in view the requirement of project or procurement subject.

3) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -

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

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

c. Joint Venture, Consortium or Association is not allowed for the bid.

## 4. SCOPE OF WORK, DELIVERABLES AND TIMELINES

RISL intends to enter into an Enterprise Agreement (EA) for Esri ArcGIS Software Product Suite including the products and services as defined in the Scope of Work in this document for a period of One (1) year from the date of receiving of login credential(s) for software product suite of ESRI for enriching & maintaining Rajasthan's GIS System under RajDharaa as per the directions of RISL / DoIT&C.

### 4.1. Details of Work

The successful bidder shall be responsible to get the agreements executed between RISL & OEM India Entity/ OEM M/s Esri Inc as mentioned in clause 22 of Chapter 5 – 'Instruction to Bidders (ITB)' of this RFP. The successful bidder shall also be responsible to execute / get executed services mentioned in later part of this chapter for complete project period.

#### 4.1.1. Supply & Installation

a) Deliver Esri ArcGIS Software Product Suite EA login credentials for managing/ downloading/ using software products as defined in BoM (Annexure-1)

b) Installation/ re-installation/ upgradation/ configuration of the softwares as mentioned in BoM (Annexure-1) in RSDC, DoIT&C & RISL to the latest version of software, providing onsite comprehensive Technical Support for all the downloaded/ supplied/ installed/ distributed software platform / products in this and previous EA(s).

#### 4.1.2. Technical Support Services

a) The successful bidder shall provide technical support services from OEM/OEM India entity for the installed/ to be installed Esri ArcGIS Software Product Suite which shall include product updates, patches & upgrades, service packs, issue resolution, bug fixing, troubleshooting, installation, configuration etc. for the period of engagement at State's Datacentres & affiliates and desktop Infra at offices of Rajasthan Government as part of support services as instructed by RISL and obtain installation certificate from the nodal/designated officer. Resources shall be provided onsite at RISL / DoIT&C at Jaipur to undertake above said activities for the project period.

#### 4.1.3. GIS Application Developer/Analyst

a) The successful bidder shall provide experienced product experts/ Analysts/ developers from OEM/OEM India entity at RISL during the EA term as listed below. These experts will regularly go-through the applications hosted / to-be hosted on ArcGIS platform and do the needful for development and implementation of the solution using the appropriate ArcGIS Products/ tools/ services. They will also provide necessary trainings/ technical support to DoIT&C/ RISL team in implementing these technologies, as and when required.

b) Quantity & Qualification Criteria of onsite resources to be deployed under section 4.1.2 & 4.1.3 are as under:

| Sr. | Resource Category | Number of Resources | Minimum Qualification and Experience Requirement |
|---|---|---|---|
| 1. | **Technical Support Services** | 2 | B.E./ B.Tech/ M.tech/ MCA/ M.Sc. (GIS/Remote Sensing) from a recognised University / Institute in India with minimum 5 years of experience in ArcGIS Platform Maintenance. Esri Certified ArcGIS professionals shall be preferred. |
| 2. | **GIS Application Developer/Analyst** | 2 | B.E./ B.Tech/ MCA/ M.Sc. (GIS/Remote Sensing) from a recognised University / Institute in India with minimum 5 years of experience in design & development of GIS based web application software using related ArcGIS product with .Net (with C# / JavaScript / Dojo) and Oracle. Esri Certified ArcGIS developers shall be preferred. Each resource should be expert in software tools / technology as desired by RISL. |

#### 4.1.4. Hardware & Other Requirements

For the activities defined in Section 4.1.1, 4.1.2 & 4.1.3, the deployed resources shall be equipped with their own Laptop/ Desktop Computer. However, RISL shall provide seating space, local network connectivity along with necessary furniture to all the resources deployed by the bidder. It must be ensured that any developed application/ code or its part, data, documentation etc. must not be transferred to any other person/ company without prior approval of DoIT&C/RISL. In order to maintain data security, RISL may implement its privacy settings in the Laptop/ Desktop Computers of the deployed resources.

#### 4.1.5. Training

a) **Product/ Developer Training:**

i. Impart user training (Onsite/ Online) at various user levels as per the directions of RISL. Broad activities would include conducting hands-on training on software product suite/ custom application development on ArcGIS Platform to the identified set of users to make them well conversant with the built-in functionalities, features and processes.

ii. The successful bidder shall arrange to provide training from OEM/OEM India Entity on the software product suite to up to 3 batches (as per needs), as per mutually agreed schedule during period of engagement. Faculty/ Trainer, training content, course material shall be provided by the successful bidder. RISL shall provide necessary logistics arrangement such as Training Venue & equipment.

## 5. INSTRUCTION TO BIDDERS (ITB)

### 1) Sale of Bidding/ Tender Documents

a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and 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 any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.

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

### 2) Pre-bid Meeting/ Clarifications

a) Pre-requisite: Submission of tender fees as mentioned in NIB.

b) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents if pre-bid has been scheduled.

c) 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.

d) 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: -

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

   b. Response to clarifications by procuring entity: as per NIB

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

### 3) Changes in the Bidding Document

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

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

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

d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or in such extended time. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) **Period of Validity of Bids**

a) Bids submitted by the bidders shall remain valid during the period specified in the bidding documents. 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 but in such circumstances bid security shall not be forfeited.

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

5) **Format and Signing of Bids**

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

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

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 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 | Instrument/ Proof of submission (PDF) |

| Eligibility Documents | | |
|---|---|---|
| 4. | Bidder's Authorisation 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-3 (PDF) |
| 5. | Self-Declaration | As per Annexure-4 (PDF) |
| 6. | Certificate of Conformity/ No Deviation | As per Annexure-5 (PDF) |
| 7. | Declaration by Bidders | As per Annexure-6 (PDF) |
| 8. | All the documents mentioned in the "Eligibility Criteria", in support of the eligibility | As per the format mentioned against the respective eligibility criteria clause (PDF) as per Chapter 3 |
| **Technical Documents** | | |
| 9. | Annexure-1: Bill of Material | As per Annexure-1 (PDF) |
| 10. | Manufacturer's Authorisation Form (MAF) | As per Annexure-7 (Indicative Format) (PDF) |
| 11. | OEM/ OEM India Entity Undertaking | As per Annexure-12 (PDF) |
| 12. | Components Offered + Specifications compliance sheet for all items only on OEM Letter Head | As per Annexure-1 (PDF) |
| 13. | OEM authorization certificate for defining OEM India Entity (if applicable) | The certificate should state that the firm(OEM India Entity) is solely authorized by OEM for its operations/support/business in India (PDF) |

No need to upload the signed & scanned copy of this RFP document.

e) 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 |

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

6) **Cost & Language of Bidding**

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

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

7) **Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the "Annexure-7: Components Offered".

8) **Bid Security**

a) In open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of MSME of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than MSME, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.

b) In lieu of bid security, a bid securing declaration (Annexure-14) shall be taken from the:

- Departments/Boards of the State Government or Central Government;
- Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
- Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
- Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
- Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.

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

d) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.

e) The bid security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid. For preparation of the Bid Security (Bank Guarantee) and the Performance Bank Guarantee (PBG), RISL bank details are as under:

ppp Name: RajComp Info Services Ltd.
Beneficiary Name: Managing Director, RISL
Name of Bank: Punjab National Bank
Branch: Saras Sankul, RCDF Branch
IFSC Code: PUNB0070210
Account No: 07021011001322

f) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.

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

h) The bank guarantee or electronic bank guarantee (e-BG) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

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

j) The Bid security taken from a bidder shall be forfeited in the following cases, namely:

   i. When the bidder withdraws or modifies its bid after opening of bids;

   ii. When the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;

   iii. When the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;

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

v. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.

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

l) The Bid Security shall promptly be returned after the earliest of the following events, namely:

i. The expiry of validity of bid security;

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

iii. The cancellation of the procurement process; or

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

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

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

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

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

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

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

11) **Opening of Bids**

a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.

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

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

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

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

   i. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);

   ii. bid is valid for the period, specified in the bidding document;

   iii. bid is unconditional and the bidder has agreed to give the required performance security; and

   iv. other conditions, as specified in the bidding document are fulfilled.

   v. any other information which the committee may consider appropriate.

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

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

12) **Selection Method:**

The selection method LCBS (L1) of financial quotation received from successfully technically qualified bidders.

13) **Clarification of Bids**

a) To assist in the examination, evaluation, comparison and qualification of the bids, the bid evaluation committee may at its discretion, ask any bidder for a clarification regarding its bid. The committee's request for clarification and the response of the bidder shall be in writing.

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

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

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

e) All communications generated under this rule shall be included in the record of the procurement proceedings.

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

a) **Determination of Responsiveness**

a. The bid evaluation committee shall determine the responsiveness of a bid on the basis of biding documents and the provisions of the pre-qualification/ eligibility criteria of the bidding document.

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 acceptanceof 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 like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) **Technical Evaluation Criteria**

Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the clause "Format and signing of Bids". Non-compliance for any of the requirements specified in Annexure-1 or for any terms and conditions of RFP, bids shall be liable to reject.

d) **Tabulation of Technical Bids**

a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

e) The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.

f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) **Evaluation & Tabulation of Financial Bids**

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

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

b) the process of opening of the financial Bids shall be similar to that of technical Bids.

c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;

d) conditional Bids are liable to be rejected;

e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;

f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order in case quality is also a criteria and the combined score of technical and financial evaluation is considered.

g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rulesalong 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. In case, more than one bidders are observed at L1 position, the bidder with maximum period of work experience shall be considered at the lowest bidder.

i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

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

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

a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the sub totals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) **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.

In case of MSMEs, purchase preference notified by the State Government shall be considered in the evaluation of bids and award of contract.

18) **Negotiations**

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

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

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

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

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

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

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

19) **Exclusion of Bids/ Disqualification**

a) A procuring entity shall exclude/ disqualify a Bid, if: -

   a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and

c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;

d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;

e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;

f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

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

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -

a. communicated to the concerned bidder in writing;

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

20) **Lack of competition**

a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only.In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIBwould be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

i. the Bid is technically qualified;

ii. the price quoted by the bidder is assessed to be reasonable;

iii. the Bid is unconditional and complete in all respects;

iv. there are no obvious indicators of cartelization amongst bidders; and

v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.

c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

21) **Acceptance of the successful Bid and award of contract**

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

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

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

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

e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding 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 or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is despatched 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.

22) **Additional Agreements**

The successful bidder shall also submit the following documents duly signed by OEM India Entity / OEM to RISL along with submission of Contract Agreement and Performance Security:

a. Enterprise Agreement document
b. EA Grant and Master Agreement document
c. Non-Compete & Non-Disclosure Agreement, Refer Annexure -11

23) **Information and publication of award**

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

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

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

25) **Right to vary quantity**

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

b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.

c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :-

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

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

26) **Price Fall**

a) The prices under a rate contract shall be subject to price fall clause as per as per Rule 29 (2)(h) of RTPP Rules 2013. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the country at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts

shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

b) For bids invited for Fixed Quantity as one package the evaluation would be done for all the items of the package put together. The item(s) for which no rates has/have been quoted or left blank would be treated as zero i.e. the bidder will supply these item(s) free of cost and the total amount would be computed accordingly. There is no option with Bidder to submit quote for partial quantity of any items. Procuring Entity will award contract to the lowest priced responsive bidder for this whole package together. Discounts of any kind shall not be considered.

c) For bids invited as item-wise, the bid evaluation would be done for each item separately. There is no option with Bidder to submit quote for particle quantity for any items. If the Bidder does not want to Bid for a particular item, then it should be left blank or filled Zero. Procuring Entity will award the contract for each item separately to the lowest priced responsive bidder for that item. Discounts of any kind shall not be considered.

27) **Risk and Cost**

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk & Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may be adjusted against dues payable to supplier by PE against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.

28) **Performance Security**

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

b) Performance security shall be solicited from all successful bidders except the,-

i. Departments/Boards of the State Government or Central Government;

ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;

iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;

iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;

v. Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.

c) The amount of performance security shall be **five percent**, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services. In case of MSME of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than MSME, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

d) Performance security shall be furnished in any one of the following forms:

a. Bank Draft or Banker's Cheque of a scheduled bank;

b. National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

c. Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security; (refer Annexure – 9 for Bank Gaurantee format)

d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

e. In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill.

e) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

f) **Additional Performance Security-**

a. In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Daft, Banker's Cheque, Government Securities, Bank guarantee or electronic Bank Guarantee (e-BG)

Explanation : For the purpose of this rule,- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value. (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity. (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

b. In case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SeMT), Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not required to be taken.

c. The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

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

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

b. When the bidder fails to make complete supply satisfactorily.

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

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

i) No interest shall be payable on the PSD.

j) Performance Security Deposit (PSD) / Additional PSD amount shall be released only after successful completion of the contract/project.

29) **Execution of Agreement**

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

b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.

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

**d)** The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost **[As per government Prevailing rules and regulations] and to be purchased from anywhere in Rajasthan only.**

30) **Confidentiality**

a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -

   a. impede enforcement of any law;

   b. affect the security or strategic interests of India;

   c. affect the intellectual property rights or legitimate commercial interests of bidders;

   d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.

c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.

d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

e) Bidder has to sign Non-Disclosure Agreement with the tendering authority as per indicative format annexed as Annexure -11: Non-Disclosure Agreement.

31) **Cancellation of procurement process**

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

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

   a. at any time prior to the acceptance of the successful Bid; or

   b. after the successful Bid is accepted in accordance with (d) and (e) below.

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

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

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

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

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

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

32) **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) Any bidder participating in procurement process shall

   (1) 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;

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

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

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

(5) 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;

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

(7) Disclose conflict of interest, if any; and

(8) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

c) Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

33) **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:-

a. They have controlling partners in common;

b. They receive or have received any direct or indirect subsidy from any of them;

c. They have the same legal representative for purposes of the bid;

d. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;

e. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or

f. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in 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.

34) **Interference with Procurement Process**

A bidder, who: -

a) withdraws from the procurement process after opening of financial bids;

b) withdraws from the procurement process after being declared the successful bidder;

c) fails to enter into procurement contract after being declared the successful bidder;

d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

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

35) **Appeals**

a) Subject to section 4 of RTPP Act, 2012, 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 this 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 ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, 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: Provided that after the declaration of a bidder as successful in terms of section 27of RTPP Act, 2012 , the appeal may be filed only by a bidder who has participated in procurement proceedings. 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) If the officer designated under sub-section (1) fails to dispose of the appeal filed under that sub-section within the period specified in subsection (3), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed under sub section (2), 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 fifteen days from the expiry of the 31 period specified in sub-section (3) or of the date of receipt of the order passed under sub-section (2), as the case may be.

c) 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.

d) 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.

**First Appeallate Authority** : Secretary, IT&C, Govt. of Rajasthan

**Second Appeallate Authority**: Secretary, Finance ( Budget ) Department, Govt. of Rajasthan.

e) Fee for filing appeal

a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

f) Form of Appeal:

a. Every appeal under (a) and (c) above shall be as per Annexure-13 along with as many copies as there are respondents in the appeal.

b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.

c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

g) Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint 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.

h) Procedure for disposal of appeal:

a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-

i. hear all the parties to appeal present before him; and

ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.

d. The order passed under (c) shall also be placed on the State Public Procurement Portal.

i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

36) **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.

37) **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.

38) **Offenses by Firms/ Companies**

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

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

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

c) For the purpose of this section-

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

b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

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

39) **Debarment from Bidding**

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

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

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

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

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

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

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

40) **Monitoring of Contract**

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

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

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

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

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

partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

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

41) **Procurement Governing Act & Rules / Provision In Conflict**

All the provisions and clauses of RTPP Act 2012 and Rules 2013 (as per amended time to time) thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail. The bidders are advised to adhere the provisions as mentions in RTPP Act 2012 and Rules 2013.

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

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

**Definitions**

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

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

b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means a calendar day.

e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.

g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.

i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.

j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.

k) "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.

l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

**Note:** The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and

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

1) **Verification of Eligibility Documents by purchaser**

"Purchaser reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by purchaser, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by purchaser shall not relieve the bidder of its obligations or liabilities hereunder not will it affect any rights of purchaser 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.

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**

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

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

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

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

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

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

4) **Language**

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

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

5) **Joint Venture, Consortium or Association**

Joint Venture, Consortium or Association is not allowed for the bid.

6) **Eligible Goods and Related Services**

a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply & installation.

b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.

c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document.

d) Bidder must quote products in accordance with above clause "Eligible goods and related services".

7) **Notices**

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.

b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

8) **Scope of Supply**

a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being

required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

c) Any Change/Modification/Merger of the offered product during the contract period shall duly be notified by the OEM in writing 3 months prior to the discontinuation of the Product and suitable replacements shall be provided. The bidder shall not quote and supply and hardware/ software that is likely to be declared as End of Sale in next 6 months. OEMs are required to mention this in the MAF for all the quoted hardware/ software. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9) **Delivery & Installation**

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Supplier/ Selected Bidder shall arrange to supply & install the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.

d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

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

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

11) **Purchaser's Responsibilities**

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

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

12) **Contract Price**

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

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

13) **Recoveries from Supplier/ Selected Bidder/Authorised partner**

a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.

b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.

c) In case, recovery is not possible recourse will be taken under Rajasthan PDR Act or any other law in force.

14) **Taxes & Duties**

a) The TDS, GST if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.

b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

15) **Copyright**

The copyright in all product related drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested with its original holder, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party. However, the copyright in all drawings, design documents, source code and other materials containing data and information, customized/ created/ specifically developed for the purchaser by the Supplier/ Selected Bidder herein shall remain vested with DoIT&C.

16) **Sub-contracting**

a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

17) **Confidential Information**

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

b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

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

i. the Purchaser or Supplier/ Selected Bidder need to share with other institutions participating in the Contract;

ii. now or hereafter enters the public domain through no fault of that party;

iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

18) **Specifications and Standards**

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

b) Technical Specifications and Drawings

i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

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

iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

19) **Packing and Documents**

a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall

take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

20) **Insurance**

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

b) The goods will be delivered at the FOR destination in perfect condition.

21) **Transportation**

The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.

22) **Inspection**

a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided. Inspection shall be made at supplier's/ selected bidder's godown at Jaipur (at supplier's/ selected bidder's cost).

b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

c) As soon as the goods arrive at the designated place for supply, an inspection Committee constituted by RISL shall inspect the material for its conformity with Technical specification mentioned.

d) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

23) **Samples**

a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.

b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.

c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.

d) Samples not approved shall be collected by the unsuccessful bidder. RISL will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.

f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

24) **Drawl of Samples**

In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.

25) **Testing Charges**

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

26) **Rejection**

a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.

b) If, however, due to exigencies of RISL's work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

d) The manpower deputed by the supplier shall be reviewed by the purchaser in terms of its qualifications, experience, efficiency, cooperation, discipline and performance and services. The purchaser, upon finding any deficiency in any of the parameter, may reject any of the manpower by giving 15 days' time, as decided by the purchaser, which the selected bidder has to replace within the given time frame.

e) If, however, due to exigencies of purchaser`s relevant work, such replacement either in whole or in part, is not considered feasible, the Purchaser Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct penalty equals to twice the amount as mentioned in the below table 7.2.iii "Service Level Standards/ Requirements/ Agreement of the chapter 7: "SPECIAL TERMS AND CONDITIONS OF CONTRACT" from the quarterly payment. The deduction so made shall be final.

27) **Delivery period & Extent of Quantity – Repeat Orders**

a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.

b) The selected bidder shall arrange supplies within the stipulated time period.

c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be fee to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

28) **Freight**

a) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay the freight together with departmental charge 5% of the freight will be recovered from the supplier's bill.

b) R.R. should be sent under registered cover through Bank only.

c) In case supply is desired to be sent by the purchase officer by passenger train, the entire railway freight will be borne by the bidder.

d) Remittance charges on payment made shall be borne by the bidder.

29) **Payments**

a) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with G.F.& A.R all remittance charges will be bourne by the bidder.

b) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.

c) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

30) **Extension in Delivery Period and Liquidated Damages (LD)**

a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".

b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.

c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.

   i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and

service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:

   a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the tendering authority was required to supply them to the supplier of goods or service provider as per terms of the contract.

   b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the tendering authority as per terms of the contract.

iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.

vi. If tendering authority is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case of extension in the delivery period and/or completion period is granted with liquidated damages, the recovery shall be made on the basis of following percentages of value of Goods and Services which the selected bidder has failed to supply or complete the work:-

| Sr. | Condition | LD %* |
|---|---|---|
| a. | Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work. | 2.5 % |
| b. | Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work. | 5.0 % |
| c. | Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work. | 7.5 % |

| | | |
|---|---|---|
| d. | Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work. | 10.0 % |

**Note:**

i. Fraction of a day in reckoning period of delay in services shall be eliminated if it is less than half a day.

ii. The maximum amount of agreed liquidated damages shall be 10%. The percentage refers to the payment due for the associated milestone.

iii. *The percentage refers to the payment due for the associated works/ goods/ service.

iv. If the Successful Bidder requires an extension of time in completion of services on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of services and it shall be discretion of the authority to extend the same or not.

v. Delivery completion period may be extended with or without liquidated damages on the will of authority if the delay in the service/ delivery in on account of hindrances beyond the control of the Successful Bidder.

31) **Licenses**

Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.

32) **Settlement of Disputes**

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

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

- Chairman of BoD of RISL : Chairman
- Secretary, DoIT&C or his nominee,

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

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

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

33) **Jurisdiction**

The jurisdiction in respect of all claims and matters arising under the contract shall be the courts situated in Jaipur, Rajasthan.

34) **Authenticity of Equipment**

a) The selected bidder shall certify (as per Annexure-8) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of

goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

35) **Warranty**

a) The bidder must supply all items with comprehensive on-site OEM warranty valid for a period as mentioned in Annexure-1 of this RFP after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.

b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.

c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.

d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.

e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.

36) **Patent Indemnity**

a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark,

copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and

ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

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

c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

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

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

37) **Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation

shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

38) **Change In Law**

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

39) **Force Majeure**

a) The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default and to the extent that its delay in performance or other failure to perform its obligations under the Contract if the result is of an event of Force Majeure.

b) For purposes of this Clause—Force Majeur means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

c) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

40) **Change Orders and Contract Amendments**

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

i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

ii. the method of shipment or packing;

iii. the place of delivery; and

iv. the related services to be provided by the supplier/ selected bidder.

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

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

41) **Termination**

**a) Termination for Default**

The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or for breach of Contract, by Notice of default giving two weeks' time to the Supplier, may terminate the Contract in whole or in part

i. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by PE; or

ii. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

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

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

If Procuring Entity terminates the contract in whole or in part, amount of PSD may be forfeited. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods , Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

**b) Termination for Insolvency**

PE may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such

termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to PE .

**c) Termination for Convenience**

1) The Contract may terminate , in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated and the date upon which such termination becomes effective.

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

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

- To have any portion completed and delivered at the Contract terms and prices; and/or
- To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

42) **Exit Management**

a) Preamble

i. The word 'parties' include the procuring entity and the selected bidder/authorised partner.

ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.

iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.

ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.

iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide RISL or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.

iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -

a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder/authorised partner, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.

b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder/authorised partner.

c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected Bidder to RISL.

d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.

c) Cooperation and Provision of Information during the exit management period

i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.

ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder/authorised partner. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably

required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected Bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:

i. Documentation relating to Intellectual Property Rights;

ii. Project related data and confidential information;

iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and

iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).

v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.

ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder/authorised partner's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f) General Obligations of the selected Bidder

i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

iii. Plans for the communication with such of the selected bidder/authorised partner's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and

iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.

vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.

vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.

ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

x. It would be the responsibility of the selected bidder to support new operator during the transition period.

43) **Verification of Eligibility Documents by RISL**

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

44) **Restrictions on procurement from a bidder of a country which shares a land border with India**

Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered either with the Competent Authority of GoI by Department of Promotion of Industries and internal trade under the Ministry of Commerce and Industry or with the Competent Authority of GoR.

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

### 1) Payment Terms and Schedule

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

| S. No. | Scope of Work | Deliverables (Reports/ Docs) | Timelines | Payment |
|---|---|---|---|---|
| 1. | Supply & Installation as mentioned in the Scope of work 4.1.1 | • Activation of User Account for EA, Delivery of login credentials for downloading and managing software products listed in BoM | **$T_0$+45 Days** | • 80% of the Financial Bid: On completion of delivery / activation/ login credentials of User's account and deployment of resources |
| 2. | • Technical Support Services as per section 4.1.2<br>• GIS Application Developer/ Analyst as per section 4.1.3 | • Resource Deployment Letter<br>• HR Certified resume of the resource<br>• Quarterly Progress Report & Attendance (To be Submitted after completion of each quarter) | Within 5 working days from the date of activation of Enterprise Agreement | • 20% of the Financial Bid after successful completion of the contract. |
| 3 | Training as mentioned in the Scope of Work 4.1.5 | • Attendance Sheet of Trainees of on-site training<br>• Submission of Hard Copy of Training Content for on-site trainings or Activation (or sharing login credentials) of web based/ self-paced learning plans or | Deliverables of on-site training are to be Submitted within 15 days of completion of each training | |

| S. No. | Scope of Work | Deliverables (Reports/ Docs) | Timelines | Payment |
|---|---|---|---|---|
| | | Instructor-led online trainings | | |

Note:-

- "$T_0$" is date of issuing the work order to the selected bidder by RISL
- The percentage payment do not depict cost of respective services but it is ment to ensure supply of desired services.

b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.

d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

e) All remittance charges will be borne by the supplier/ selected bidder.

f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.

i) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

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

a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.

b) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required.

c) Penalty would be deducted from the applicable payments. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day. The penalty provisions shall be as under:

**i. Penalty for non-availability/ issues of platform**

| Penalty for non-availability/issues in Platform |
|---|
| Penalty for non-availability/ any issues of platform = 10,000 x number of days of non-availability/issues of server licenses from the date of communication from DoIT/RISL in writing / through email (if the non-availability/ issues is attributable to ArcGIS Product Suit or its configuration) |

**ii. Penalty for Absence of Resource/s (per resource):**

| Penalty for Non-availability/ absence of resource (No. of Days) |
|---|
| Non-availability of any resource per day (beyond the allowed leaves per quarter) shall attract a penalty of amount equivalent to:<br>7000 x number of days of non-availability/ absenteeism of the respective resource |
| Note:<br>i. Non-availability of resource, if rejected by RISL/DoIT&C, shall not attract penalty for permissible time period for replacement as defined in this RFP.<br>ii. Non-availability of any resource consecutively for more than 30 days in a quarter may be treated as breach of contract leading up to the Termination for Default.<br>iii. If the resource is not available (beyond Government Holidays and allowed leaves of 24 days per calendar year effective from the date of deployment) for any major reason such as sickness of self/ parents / spouse / children; marriage etc., the firm should seek permission for the same along with reasons certified by HR and provide suitable replacement during the days of leave. Such permitted leaves shall not be treated as absence of manpower and will not be treated under penalty for replacement defined in 7.2(c). |

**iii. Penalty for replacement of Resource/s (per resource)**

| Penalty for replacement of resource |
|---|
| Replacement of any resource shall attract a penalty of Rs.50,000/- per replacement. |

**iv. Penalty for delay in deployment of Resource/s (per resource)**

| Penalty for delay in deployment of Technical Support Team (per resource) |
|---|
| Penalty for delay in deployment of resources = Total No. of delay days x Rs. 2000/- |

**v. Penalty for delay in submission of Monthly/ Quarterly deliverables (per deliverable)**

| Penalty for delay in submission of deliverables |
|---|
| Non-timely submission of Monthly/ Quarterly deliverable = Total No. of delay days x Rs. 2000/- |

**d) Penalty Capping**

Maximum applicable penalty shall be 10% of contract value.

**3) Other Important Terms & Conditions**

**a) Enterprise Agreement:**

i. The purchaser shall sign the Esri's Enterprise Agreement (EA) and other documents / agreements as mentioned in clause 22 of Chapter 5 – 'Instruction to Bidders (ITB)' of this RFP before placing the work Order.

ii. The Enterprise Agreement (EA) shall be the project duration as given in Chapter 3- 'Scope of Work' of this RFP.

iii. Under this EA, RISL/ DoIT&C, Rajasthan shall get unlimited access to the Esri Software Products for which total quantity / seats are mentioned as 'uncapped' in the Annexure-1 – Bill of Material, however, this access shall be provided through a log-in credentials.

iv. In case of termination of contract due to any default by the supplier, OEM / OEM India Entity shall be liable to provide the entire services as per the contract for the rest period of agreement. However, a new contract agreement is required to be signed between RISL & OEM / OEM India Entity for remaining period and on same terms and conditions & payment terms of RFP.

v. Under this EA, OEM/ OEM India Entity extends unlimited ability to RISL / DoIT&C for expanding product suite usage throughout state of Rajasthan.

**b) Deployment of Resources:**

i. Selected bidder shall deploy competent resources and carry out all activities as mentioned in the scope of the RFP. The resources shall be able to effectively communicate with the concerned officials and manage the project activities.

ii. The technical resources would be stationed in Jaipur for the complete project period from the date of activation of EA. However, in case of special conditions like Pandemic or other force measure conditions, the firm's request for Work-From-Home/ Work-From-Other place may be accepted.

iii. Each resource must be a full time employee/ under contract with the OEM/OEM India entity for the entire project period.

iv. Selected bidder shall provide HR Certified detailed CV from OEM/OEM India entity for each of the resource before deployment at RISL/ DoIT&C. This certificaiton should be issued only after due verification of qualifications and experience of the resources before profiles are passed to RISL/ DoIT&C. RISL/ DoIT&C reserves the right, if felt necessry any time during the contract period, to conduct interview for the proposed/ deployed staff/ resource and select or reject the same. If any

proposed resource does not clear the interview and/or does not meet the criteria, then the bidder shall provide suitable replacement to RISL/ DoIT&C within 5 working days.

v. If during the course of engagement, it comes to notice that any team member has misrepresented the facts about his/ her qualification/ experience, the selected bidder/OEM India entity will have to terminate the services of such member immediately, and shall have to provide suitable replacement within 5 (five) days.

vi. No resource deployed under this project will work on any other engagement through the deploying firm or on his/her own level, and a declaration for the same shall be provided by the selected bidder.

vii. Considering that the deployed resources would have access to confidential and proprietary information of RISL, the participating bidder shall submit a signed Non-Disclosure Agreement (NDA) as per Annexure - 11 to RISL; on behalf of the deployed resources and shall be responsible to maintain confidentiality of all the intermediate documents, source code, connectors, adapters, frameworks etc.

viii. RISL will not be responsible for any dispute that arises between bidder's /OEM India entity's team deployed for the project and the bidder due to non/ under payment, service conditions, etc. In case the RISL/ DoIT&C/ designated department is made a party in any such court case(s), the bidder will bear any/all losses/ expenses on account of such case(s).

ix. It will be responsibility of selected bidder/OEM India entity to verify past record of each and every team member of the deployed team. It will be binding on bidder not to appoint/hire any team member with criminal background or those found guilty of indulging in anti-social and anti-national activities.

x. The resources should be covered under Life and Accidental Insurances as per applicable law, regulation.

xi. The selected bidder/OEM India entity shall be liable for all pays/ salaries to the deployed team, and shall also be responsible for complying with all the statutory liabilities, including payments/contributions towards all statutory dues connected to and/or related to the employment of the team members sent to RISL

xii. Purchaser shall provide appropriate seating space with necessary furniture, IT infrastructure, development environment etc. required to perform the said duties to each deployed resource with all necessary IT peripherals, software's and internet connectivity. However, the selected bidder/OEM India entity shall arrange laptop/desktop for the resources and RISL/DoIT&C may implement its privacy settings in these latops/ desktops for data security.

xiii. As part of the project requirement, if the deployed resource needs to travel to any site / office outside Jaipur, the Purchaser shall reimburse the expenses incurred towards travel, hotel stay etc. duly approved by the concerned Officer In-Charge as per purchaser's policy.

**c) Working Hours/Days & Leaves**

i. The resource has to follow the working hours, working days and Holidays of Government of Rajasthan. However resource shall be available on a holiday, if so is required by the purchaser. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/ required time schedules.

ii. The deployed resource shall compulsorily mark their entry and exit on day to day basis as per the directions/ policy/ practice of RISL adhering to the working time followed in RISL.

iii. The resources shall be allowed to avail 2 leaves per month from the date of deployment of the resource on prorata basis accrued every month. Deployed resource shall ensure approval of leave from the concerned Officer-In-Charge. If any resource doesn't avail accrued leaves within the respective month, the balance leaves would get carry-forwarded to the next month(s)/ year(s).

iv. Deployed resources are required to obtain approval from the concerned Officer-In-Charge if he/she is required to leave head quarter during the period of leaves / holidays.

**d) Non- availability of Resource**

i. In the case of absence of resources from the duty (beyond Government Holidays and allowed leaves (calculated quarterly) (effective from the date of deployment), relevant penalty as per section 7.2 shall be imposed for each additional leave taken.

**e) Resource Replacement**

i. Overall performance of the entire team will depend on individual contribution by each of the deployed resources.

ii. The replacement of a Technical support team by the selected bidder/OEM India entity after deployment shall generally be not allowed.

iii. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline, behaviour and/or performance) the selected bidder may be asked to replace the deployed resource.

iv. The selected bidder/OEM India entity shall be responsible to replace the resource(s) within 15 days from receiveing request from purchaser otherwise applicable penalty for absence shall be applied.

v. Replacement without penalty will be allowed only in case,

1. The resource leaves the organization by submitting resignation with the present employer
2. Demise of the resource or any other act of God
3. Due to poor health condition of self / parents/ siblings / wife / children (supported by certificate issued by Doctor) etc.
4. In case of negative feedback received from the RISL/ designated department, against any of the resources deployed
5. In case of failure to meet the standards of RISL/ designated department, which includes efficiency, co-operation, discipline, and performance.

In all such cases, the requisition for replacement should be submitted along with the reason for leaving duly certified by HRD of the selected bidder/OEM India entity.

vi. In case negative feedback is received repeatedly from the users/participants verbally or in writing against the resource deployed, the purchaser may ask the selected agency for a suitable replacement.

vii. The outgoing resource would complete the knowledge transfer with the replacing resource at no cost to RISL.

viii. Penalties on resource replacement shall be as per relevent clause provided in this document

**ANNEXURE-1: BILL OF MATERIAL (BoM)** (To be signed & sealed by OEM / OEM India Entity)

**A. Enterprise Software — Uncapped Software, Term licenses**

| Product | Quantity |
|---|---|
| ArcGIS Pro Advanced (Standalone Option) Single Use License | uncapped |
| ArcGIS 3D Analyst for ArcGIS Pro (Standalone Option) Single Use License | uncapped |
| ArcGIS Spatial Analyst for ArcGIS Pro (Standalone Option) Single Use License | uncapped |
| ArcGIS Geostatistical Analyst for ArcGIS Pro (Standalone Option) Single Use License | uncapped |
| ArcGIS Publisher for ArcGIS Pro (Standalone Option) Single Use License | uncapped |
| ArcGIS Network Analyst for ArcGIS Pro (Standalone Option) Single Use License | uncapped |
| ArcGIS Data Reviewer for ArcGIS Pro (Standalone Option) Single Use License | uncapped |
| ArcGIS Enterprise Advanced Up to Four Cores License | uncapped |
| ArcGIS Runtime Basic 50 License Pack | uncapped |
| ArcGIS Runtime Standard 25 License Pack | uncapped |
| ArcGIS Runtime Advance 5 License Pack | uncapped |
| ArcGIS Runtime Lite term license | uncapped |
| ArcGIS Runtime Analysis Extension 5 License Pack | uncapped |
| ArcGIS Data Reviewer for ArcGIS GIS Server Standard or Advanced (Windows Only) Up to Four Cores Server License | uncapped |
| ArcGIS Velocity Server Up to Four Cores License | uncapped |
| ArcGIS Image Server Up to Four Cores License | uncapped |
| ArcGIS Monitor - Enterprise (up to first 4 cores used) | uncapped |
| ArcGIS Monitor - Enterprise (additional cores) | uncapped |

**B. Enterprise Software — Capped Quantities, Term Licenses**

| Product | License Type (if applicable) | Estimated Quantity |
|---|---|---|
| ArcGIS Data Interoperability for ArcGIS Pro (Standalone Option) Single Use License | Term- Single Use | 30 |
| ArcGIS Image Analyst for ArcGIS Pro (Standalone Option) Single Use License | Term- Single Use | 20 |
| ArcGIS Notebook Server Advanced Up to Four Cores License | Term- Server | 5 |

| | | |
|---|---|---|
| ArcGIS Enterprise Creator User | Term- Named User | 1000 |
| ArcGIS Enterprise Mobile Worker User | Term- Named User | 1000 |
| Advanced Editing User Type (Capped) License | Term- Named User | 20 |
| ArcGIS Professional Plus User Type (This includes ArcGIS CityEngine also) | Term- Single Use | 2 |
| ArcGIS Reality Studio Single Use | Term- Single Use | 2 |
| ArcGIS Reality Mapping User Extension | Term-Single Use | 2 |
| ** ArcGIS Reality Studio and Reality mapping are the replacement for ArcGIS Reality Desktop | | |

**C. Enterprise Software — Term licenses/Subscription Licenses**

| Product | License Type (if applicable) | Estimated Quantity |
|---|---|---|
| ArcGIS Online Creator User Type Annual Subscription | Subscription- Named User | 50 |
| ArcGIS Online Credits; Block of 1,000 | Subscription- Credits | 5 with 5000 Annual Credits |

** Business Analyst Desktop is now part of Creator user

i. All the supplied & installed licenses shall be on the name of DoIT&C/Line Department as per directions of RISL/DoIT&C

ii. The bidder shall upgrade/update the most current released version of above listed software product/s after taking approval / concurrance / directions from RISL/DoIT&C.

**Note**:- Please attach specifications requirement compliance sheet (on OEM/ OEM India Entity letter head only) along with this Bill of Material. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above)

**ANNEXURE-2: Bidder's detail {to be filled by the bidder}**

| | | | |
|---|---|---|---|
| **Name of the Bidding Company/ Firm:** | | | |
| **Contact Person (Authorised Bid Signatory):** | | | |
| **Correspondence Address:** | | | |
| **Mobile No.** | | **Telephone & Fax Nos.:** | |
| **Website & E-Mail:** | | | |
| **Bidding document Fee (Tender Fee) details** | • Amount:<br>• D.D. No.:<br>• Date:<br>• Bank:<br>• Document Enclosed at (Page no.): | | |
| **RISL Processing Fee details** | • Amount:<br>• D.D. No.:<br>• Date:<br>• Bank:<br>• Document Enclosed at (Page no.): | | |
| **Bid Security (EMD) details** | • Amount:<br>• D.D./ BC/BG No.:<br>• Date:<br>• Bank:<br>• Document Enclosed at (Page no.): | | |
| **Legal Entity (Please tick mark)** | Proprietorship firm/A company registered under Indian Companies Act, 1956/ A partnership firm registered under Indian Partnership Act, 1932/ Limited Liability Partnership firm registered under Limited Liability Partnership Act, 2008<br>Document Enclosed at (Page no.): | | |
| **Financial: Turnover from IT/ ITeS** | Annual Turnover of the bidder from IT/ ITeS for (as per the published audited accounts):<br>• 2023-24<br>• 2024-25<br>• 2025-26 | | |

| | |
|---|---|
| | • Document Enclosed at (Page no.): |
| **CMMi & ISO** | CMMi Level:<br>ISO:<br>Document Enclosed at (Page no.): |
| **Financial Net Worth** | The net worth of the bidder, as on 31-Mar-2026:<br>Document Enclosed at (Page no.): |
| **Tax Registration No.** | • GST Registration No.:<br>• PAN number.:<br>• Document Enclosed at (Page no.): |
| **Mandatory Undertaking** | Undertaking submitted (Yes/No):<br>Document Enclosed at (Page no.): |
| **Manufacturer Authorization Form (MAF)** | MAF submitted (Yes/No):<br>Document Enclosed at (Page no.): |

**ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE{to be filled by the bidder}**

To,

{Procuring entity},

_____,

_____,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

**ANNEXURE-4: SELF-DECLARATION {to be filled by the bidder}**

To,

{Procuring entity},

_____,

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

a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
d) does not have any previous transgressions with any entity in India or any other country during the last three years
e) does not have any debarment by any other procuring entity
f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
i) will comply with the code of integrity as specified in the bidding document.
j) we here by declare that we have not been blacklisted in india by any competitive authority for past ten years. Also OEM whose software has been offered in bid is not blacklisted in India by any competitive authority for past ten years.
k) We hereby declare that no work order or contract awarded to us in the State of Rajasthan has been terminated, foreclosed, or rescinded due to default, non-performance, or breach of contractual obligations during the last five (5) years as on the date of submission of this bid.

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.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

**ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}**

To,

{Procuring entity},

_____,

_____,

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

**ANNEXURE-6: DECLARATION BY BIDDER {to signed by selected bidder}**

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

I/We have read the Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&TSPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding Provisions for Procurement from a Bidder which shares a land border with India and I/we certify that,

*I/we is/are not with beneficial ownership from such country and will not supplying finished goods procured directly or indirectly from such country.*

***OR***

*I/we is/are with beneficial ownership from such country and/or will be supplying finished goods procured directly or indirectly from such country and I/We are registered with the Competent Authority as specified in Rule 13 of RTPP Rules and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 and the evidence of valid registration with the Competent Authority is attached with the bid.*

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-7: MANUFACTURER'S AUTHORIZATION FORM (MAF)

**{to be filled by the OEM/OEM India Entity}**

**(Indicative Format)**

To,

{Procuring Entity},

_____,

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

Reference: NIB/ RFP Ref. No. _____ dated _____

Sir,

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

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

We undertake to provide OEM Warranty for the offered Hardware/ Software, as mentioned in Annexure <<Annexure Number>>, for the period of EA.

We hereby confirm that the quoted software is not likely to be declared as End of Sale in next 6 months. Any Change/Modification/Merger of the offered product during the contract period shall duly be notified by the OEM in writing 3 months prior to the discontinuation of the Product and suitable replacements shall be provided.

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

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

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

To,

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

Reference: NIB No. :_____ Dated:_____

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

**Financial Bid Format (BoQ)**

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

| Sr. No | Name of Item | Unit | Qty | Unit Price Excluding GST (In Rs.) | Applicable GST (in Rs.) On Column-5 | Total Amount in Rs. (Incl. all Taxes) |
|---|---|---|---|---|---|---|
| **1** | **2** | **3** | **4** | **5** | **6** | **7= 5+6** |
| **1.** | Completion of deliveries & all activities as defined in '*Chapter- 4- Scope of Work*' including Delivery/ Activation of User's Accounts of EA granting access to the software products mentioned in Annexure 1 – Bill of Material for complete project period | Lump-sum | As per BOM | | | |
| **2.** | **Total Amount** | | | | | |
| **Total Amount in Words** | | | | | | |

a. GST rate should be as per prevailing rates.

b. In case a bidder fails to indicate the amount of GST, in the prescribed column then the bid value shall be calculated without including the component of GST for the purpose of bid evaluation, and total bid price shall be considered accordingly.

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

## ANNEXURE-9: BANK GUARANTEE FORMAT

**{to be submitted by the bidder's bank only if bank guarantee submission is allowed in this bidding document}**

### BANK GUARANTEE FORMAT – BID SECURITY

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

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

Sir,

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

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

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

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

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

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

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. …….……(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.
10. We hereby confirm that we have the power/s to issue this Guarantee in your 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 favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Non-judicial stamp paper (Rajasthan only) with stamp duty of 0.25% of the BG value or 25,000 whichever is lower.
10. 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 RISL at the following address: RajComp Info Service Ltd, Yojana Bhavan Campus, Tilak Marg, C Scheme, Ashok Nagar, Jaipur, Rajasthan 302005
11. For preparation of the Bid Security (Bank Guarantee) and the Performance Bank Guarantee (PBG), RISL bank details are as under:
    Account Name: RajComp Info Services Ltd.
    Beneficiary Name: Managing Director, RISL
    Name of Bank: Punjab National Bank
    Branch: Saras Sankul, RCDF Branch
    IFSC Code: PUNB0070210
    Acount No: 07021011001322

## BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,

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

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

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

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

This Contract is made and entered into on this _____day of _____, 2026 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order / Letter of Intent vide Letter No. _____dated_____, on which supplier has given their acceptance vide their Letter No._____dated _____.

And whereas

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

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

1. The NIB Ref. No. .....and RFP document issued by RISL along with its enclosures/ Annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by the RISL to the Successful Bidder at the rates set forth in the Work Order No. _____dated _____, the Successful Bidder will duly supply the said articles set forth in "Annexure-I: Bill of Material" thereof and provide the related services in the manner set forth in the RFP, along with its enclosures/ annexures along with subsequent clarifications submitted by the Successful Bidder.
3. The RISL do hereby agree that if the Successful Bidder shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and

Contract, the purchaser will pay or cause to be paid to the Successful Bidder, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work shall be effective from the date of Work Order and completed by the Successful Bidder within the period as specified in the RFP document.

5. In case of extension in the delivery and/ or installation period and/or completion period is granted with liquidated damages, the recovery shall be made on the basis of following percentages of value of Goods and Services which the selected bidder has failed to supply/ install/ or complete :-

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

**Note:**

i. Fraction of a day in reckoning period of delay in services shall be eliminated if it is less than half a day.

ii. The maximum amount of agreed liquidated damages shall be 10%. The percentage refers to the payment due for the associated milestone.

iii. If the Successful Bidder requires an extension of time in completion of services on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of services and it shall be discretion of the authority to extend the same or not.

iv. Delivery completion period may be extended with or without liquidated damages on the will of authority if the delay in the service/ delivery in on account of hindrances beyond the control of the Successful Bidder.

6. The Penalties shall be implemented and deducted as per the SLAs defined in the RFP.

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

8. In case of agreement with Supplier/service provider:

"This agreement is being executed on behalf of M/s (Concerned Department) ……., to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So, all the goods and services are required to be delivered in the name of M/s (Concerned Department) ……. along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company."

9. In case of MOU with Department/PSU:

   "This MOU is being executed to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So, all the goods and services (except management consultancy) will be delivered in the name of M/s (Concerned Department)……. along with invoices of supplied items, although payment will be made by RISL on behalf of M/s (Concerned Department)……."

In witness whereof the parties hereto have set their hands on the _____ day of_____ (Year)**.**

| **Signed By:** | **Signed By:** |
|---|---|
| ( )<br>Designation:<br>Company: | ( )<br>Designation:<br>RajCOMP Info Services Limited, Jaipur |
| In the presence of: | In the presence of: |
| ( )<br>Designation:<br>Company: | ( )<br>Designation:<br>RajCOMP Info Services Limited, Jaipur |
| ( )<br>Designation:<br>Company: | ( )<br>Designation:<br>RajCOMP Info Services Limited, Jaipur |

## ANNEXURE 11: NON-DISCLOSURE AND NON-COMPETE AGREEMENT

Effective Date: ("Effective Date")

This Agreement for non-disclosure and indemnity, ("Agreement") is entered into by M/s _____ ("Successful Bidder/ Supplier"), located at _____ (herein after referred to as "_____" and "RajCoMP Info Services Ltd.", having its office at C Block, Ist Floor, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as "RISL"). Each party has disclosed or anticipates disclosing to the other party certain Confidential Information in connection with the following business purpose: RISL has engaged M/s _____ for providing services for Procurement of ESRI ArcGIS Software Product Suite through Enterprise Agreement (EA).

1. **Definition of Confidential Information:** "Confidential Information" shall mean all information, whether disclosed before or after the Effective Date, that is disclosed in written, oral, electronic, visual or other form by either party (each, as a "Disclosing Party") to the other party (each, as a "Receiving Party") and either (i) marked or designated as "confidential" or "proprietary" at the time of disclosure or (ii) disclosed under circumstance under which it ought to be treated as confidential by the Receiving Party. Confidential Information may include, any raw/ under-processing/ processed data. Any confidential/ non-confidential data shared by Department of Information Technoloy & Communication (DoIT&C)/ RISL during the engagement of this project shall also be treated as 'Confidential Information' unless and otherwise stated by the department. In addition to the same, any Equipment / Software used for processing and all associated data/product, computer programs, software or hardware products, product development plans, code, documentation, algorithms, know-how, trade secrets, formulas, processes, procedures, ideas, research, inventions (whether patentable or not), copyrights, schematics and other technical, business, financial and marketing information, forecasts, strategies, names and expertise of employees and consultants, customer or partner information, customer data or Request for Proposals or other information disclosed to Receiving Party by virtue of it's relationship with Disclosing Party.

2. **Confidentiality Obligation**: Notwithstanding anything contained in this NDA document, but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:

a. Impede enforcement of any law.
b. Affect the security or strategic interests of Government of Rajasthan / Government of India.
c. Affect the intellectual property rights or legitimate commercial interests of the company (M/s _____).
d. Affect the legitimate commercial interests of RISL in situations that may include when the procurement relates to a project in which RISL is to make a competitive bid, or the intellectual property rights of DoIT&C/RISL
e. RISL may impose on Successful Bidder/ Supplier and its sub-contractors, if there are any for fulfilling the business purpose, conditions aimed at protecting information, the disclosure of which violates (a) above.
f. In addition to the restrictions specified above, RISL may impose condition for protecting confidentiality of such information.

3. **Term**: Considering the national/ state importance of the data being acquired or shared, Successful Bidder/ Supplier shall maintain confidentiality of any data being acquired/ generated/ processed and shall not disclose any information to any third party without receiving written permission from RISL. Successful Bidder/ Supplier shall handover all the raw data & software and shall not keep a copy of any software/ source data / finished data and any other related data and products.

4. **Exclusions**: Confidential Information shall not include Confidential Information that from and after the date of disclosure: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; or

(ii) was rightfully in the Receiving Party's possession prior to receipt from the Disclosing Party free of any obligation of confidence, as shown by Recipient's written records; or (iii) was rightfully disclosed to the Receiving Party by another person without restriction as to use or disclosure; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information as shown by Receiving Party's written records.

5. **Ownership**: All Confidential Information and any Derivatives thereof, unless otherwise specified in writing remains the property of Disclosing Party.

6. **Equitable Relief:** Receiving Party agrees that the obligations assumed by Receiving Party herein are necessary and reasonable in order to protect Disclosing Party and its business, and the Receiving Party expressly agrees that monetary damages would be inadequate to compensate Disclosing Party for any breach by the Receiving Party of its covenants and agreements set forth herein. Accordingly, Receiving Party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Receiving Party, without the necessity of proving actual damages. The Receiving Party will notify the Disclosing Party in writing immediately upon learning of the occurrence of any unauthorized disclosure of Confidential Information or other breach of this Agreement. Receiving Party will assist Disclosing Party in remedying any unauthorized use or disclosure of Confidential Information.

7. **Return of Confidential Information**: The Receiving Party shall return all Confidential Information as stated in clause '1. Definition of Confidential Information' of this agreement or any tangible media of expression to the extent that such tangible media incorporate any Confidential Information of the Disclosing Party, and any copies thereof upon the request of the Disclosing Party. Any Confidential Information which cannot be returned must be destroyed and so certified by Receiving Party.

8. **No Warranty**: The Confidential Information disclosed under this Agreement is delivered "ASIS," and all representations or warranties, whether express or implied, including, without limitation, warranties or conditions for fitness for a particular purpose, merchantability, title and non-infringement of third party rights are here by disclaimed.

9. **Notices**: All notices required or permitted to be given under this Agreement shall be given in writing and shall be effective from the date sent by registered or certified mail, by hand, confirmed facsimile or overnight courier to the addresses of the parties set forth herein. Notice is not deemed to have been given to Successful Bidder/ Supplier unless notice has been delivered at the following address: M/s _____, located at _____.

10. **Independent Development**: Receiving Party reserves the right to develop and market any technology, products or services or pursue business opportunities that compete with or are similar to those disclosed by Disclosing Party under this Agreement without the use of the Disclosing Party's Confidential Information.

11. **Indemnification**:

a) In the event of any civil/criminal case, the party of the first part undertakes that Govt. of Rajasthan or RISL shall not be liable in any way and the company (M/s _____) shall be fully responsible in the event of any damage caused to any individual(s) or property(s) by natural disaster/other event/accidental damages/fire/loss or breakage during the course of the said engagement.

b) The party on first part shall take care of any loss or injury due to accident caused by the equipments used for said engagement. That it shall be solely responsible for paying all kinds of compensation and damages and would be responsible for any civil or criminal case arising thereof.

c) THIS DEED WITNESSETH that pursuant to the same, the company (M/s _____) hereby agrees to indemnify and keep indemnified RISL against any loss, costs, charges and expenses that the RISL

may suffer or incur on account of any claim being made by any other person claiming on the basis of compensation and damages or otherwise and the RISL being required to make payment of the amount under the work done by the company (M/s _____) to such person And the the company (M/s _____) undertakes that it shall be solely responsible for any civil or criminal case arising thereof.

12. **Non-Compete Clause**:

As these licenses are procured by RISL on behalf of DoIT&C for state-wide distribution and utilization by various government departments and agencies. Thus, the OEM/ OEM India Entity/ OEM Authorized Partners/ Distributors, etc. are required to not compete in selling individual/ group/ suite licenses to various government Departments/ Agencies of Govt. of Rajasthan that are being directly served by the procuring entity for the period of this agreement. Any such competition shall be detrimental to the existing relationship between the procurement agency and the OEM/ OEM India Entity/ OEM Authorized Partners/ Distributors, etc. In good faith, the seller is also expected to notify the procurement agency in case, if any license requirement has been expressed to the OEM/ OEM India Entity/ OEM Authorized Partners/ Distributors, etc. by Departments/ Agencies of Govt. of Rajasthan.

13. **General**: This Agreement supersedes all prior discussions and writings with respect to the subject matter hereof, and constitutes the entire non-disclosure agreement. All additions or modification of this Agreement must be made in writing and signed by both parties. No failure or delay in enforcing any right will be deemed a waiver. This Agreement may not be assigned by Receiving Party without the prior written consent of M/s _____ which consent shall not be unreasonably withheld. The parties understand that nothing herein requires either party to proceed with any proposed transaction or relationship in connection with which Confidential Information may be disclosed. In the event that any of the provisions of this Agreement shall be held by a court unenforceable, the remaining portions here of shall remain in full force and effect. This Agreement shall be governed by the laws of India, without regard to conflicts of law provisions. The parties hereby submit to the exclusive jurisdiction of the courts of Only Jaipur. All fully executed copies of this Agreement shall be deemed originals

14. **Arbitration clause**: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by sole arbitrator as per the provisions of Arbitration and conciliation act 1996 and any amendments thereof. The cost of arbitration shall be equally borne by both the Parties. Jurisdiction shall be Jaipur only.

15. **Replication of this Agreement**: M/s _____ is required to execute an agreement on similar lines with all its associated parties/ vendors/ sub-contractors who are engaged as part of this project either in front-end or back-end activities as stated above.

Acknowledged and Agreed:

| **Signed By:** | **Signed By:** |
|---|---|
| ( )<br>Designation:<br>Company: | Managing Director, RISL |
| *In the presence of:* | *In the presence of:* |
| ( )<br>Designation:<br>Company: | ( )<br>Designation:<br>RISL |
| ( )<br>Designation:<br>Company: | ( )<br>Designation: |

## ANNEXURE 12: OEM/ OEM India Entity UNDERTAKING

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

To,
{Procuring Entity},

_____,

Reference: NIB No. :_____ Dated:_____

Dear Sir,

I/ We undertake to confirm that in case of termination of contract due to any default by the supplier, OEM/ OEM India Entity i.e., _____ shall be liable to provide all the services as per the contract for the rest period of agreement on the terms and conditions and payment terms of the contract signed by the approved supplier i.e. M/s _____.

Date:

Authorized Signatory

Name:

Designation:

## ANNEXURE-13: 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-14: FORM OF BID-SECURING DECLARATION

**{To be filled by the Govt./PSU/Department only as per RFP}**

(Required to be submit with technical bid and in physical as mentioned in NIB)

To,

The Commissioner,

Department of Information Technology & Communication (DOIT&C),

IT Building, Yojana Bhawan, C-Block,

Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

I/ We {Name of the PSU/Corporation/Department} hereby {Name of the PSU/Corporation/Department} is owned or controlled or managed by the {Name of the State} State Government/Central Government Undertaking/Department. I/ We hereby declare/ certify that it is eligible for exemption from the bid security submission as per RFP.

Legal document/Certificate of Incorporation establishing the exemption is attached.

Thanking You,

Name of the Bidder:

Name of Authorized Signatory:

Sign of the Authorized Signatory

Seal of the Organization: -

Date:

Place: