2026

# RajCOMP Info Services Limited (RISL)

## RFP for Hiring of OEM Oracle Resources under Jan Aadhaar and e-Mitra Project

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**RFP for Hiring of OEM Oracle Resources under Jan Aadhaar and e-Mitra Project**

**NIB Reference No.: F4.3 (702)/RISL/Tech/2026/3913** **Dated: 30 .10.2026**

**UBN- RIS2627SLOB00065**

| | |
|---|---|
| **Mode of Bid Submission** | Online though eProcurement/ e-Tendering system at http://eproc.rajasthan.gov.in |
| **Procuring Authority** | Managing Director,<br>RISL, Second Floor, New IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) |
| **Last Date & Time of Submission of Bid** | 01-12-2026 at 03.00 PM |
| **Date & Time of Opening of Financial Bid** | Will be intimated later |

**RISL Processing Fee: Rs. 2000/- (Rupees Two Thousand only)**

**Bidding document fee: Rs. 2000/- (Rupees Two Thousand only)**

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

**RajCOMP Services Limited (RISL)**

First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)

Phone: 0141-5153224 Fax: 0141-2228701

Web: http://risl.rajasthan.gov.in, Email: suryakg.doit@rajasthan.gov.in

## 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. |
| **Bidder/Authorised Partner** | The OEM (M/s Oracle) or their authorized partner who would be authorized by the OEM to undertake the work and liabilities |
| **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 |
| **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. MD, RISL in this bidding document. |
| **Contract/ Procurement Contract** | A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement |
| **Contract/ Project Period** | The Contract/ Project Period shall commence from the date of issue of Work order till two year. |
| **COTS** | Commercial Off The Shelf Software |
| **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 |
| **GIGW** | Guidelines for Indian Government Websites (GIGW) |
| **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 |
| **GP** | Gram Panchayat |
| **GST** | Goods and Service 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 |
| **PAN** | Permanent Account Number |
| **PBG** | Performance Bank Guarantee |
| **PC** | Procurement/ Purchase Committee |
| **PQ** | Pre-Qualification |
| **Procurement Process** | The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be |

| | |
|---|---|
| **Procurement/ Public Procurement** | The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly |
| **Project Site** | Wherever applicable, means the designated place or places. |
| **PSD/ 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. RISL in this RFP document. |
| **RajSWAN/ RSWAN** | Rajasthan State Wide Area Network |
| **RISL** | RajCOMP Info Services Limited |
| **RSDC** | Rajasthan State Data Centre, New IT Building, Jaipur |
| **Services** | Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity |
| **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. |
| **SSDG** | State Services Delivery Gateway |
| **State Government** | Government of Rajasthan (GoR) |
| **State Public Procurement Portal** | http://sppp.rajasthan.gov.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 |
| **WCAG** | Web Content Accessibility Guidelines |
| **WO/ PO** | Work Order/ Purchase Order |

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

**NIB Reference No.: F4.3 (702)/RISL/Tech/2026/3913** **Dated: 30.10.2026**

**UBN- RIS2627SLOB00065**

| | |
|---|---|
| **Name & Address of the Procuring Entity** | • Name: Managing Director, RISL<br>• Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) |
| **Name & Address of the Project Officer In-charge (POIC)** | • Name: Sh. Surya Kant Gupta<br>• Designation: Analyst-cum-Programmer (Dy. Director)<br>• Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)<br>• Email: suryakg.doit@rajasthan.gov.in |
| **Subject Matter of Procurement** | RFP for Hiring of OEM Oracle Resources under Jan Aadhaar and e-Mitra Project |
| **Bid Procedure** | Single-stage two part (envelop) Open Tender through e-Bid procedure at http://eproc.rajasthan.gov.in |
| **Bid Evaluation Criteria (Selection Method)** | LCBS-Least Cost Based Selection (L-1) |
| **Websites for downloading Bidding Document, Corrigendum's, Addendums etc.** | • Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in, http://doitc.rajasthan.gov.in https://risl.rajasthan.gov.in<br>• Bidding document fee: INR 2,000/- (Rupees Two Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".<br>• RISL Processing Fee: 2000/- (Rupees Two Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". |
| **Estimated Procurement Cost** | Rs. 4.00 Crores (Rupees Four Crores only) |
| **Bid Security and Mode of Payment** | • Bid security shall be 2% (Rs. 8,00,000) or as specified by the State Government of the estimated value of subject matter of procurement put to bid.<br>• In case of Small-Scale Industries of Rajasthan it shall be 0.5% (Rs 2,00,000) of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% (Rs 4,00,000) of the value of bid.<br>• Mode of Payment: Banker's Cheque or Demand Draft of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur" or Bank Guarantee. |
| **Period of Availability of Bidding Document (Start/ End Date)** | 06:00 PM, 30/10/2026 to 3:00 PM, 01/12/2026 |
| **Date/ Time/ Place of Pre-Bid Meeting** | • Date/Time: 04/11/2026 at 11:15 AM<br>• Board Room, First floor, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)<br>• Pre-requisite: Submission of tender fees as mentioned.<br>• Last Date of submitting pre-bid queries by the bidder: 05/11/2026 at 6:00 PM<br>• Queries received only on email suryakg.doit@rajasthan.gov.in will be considered |
| **Manner, Start/ End Date for the submission of Bid** | • Manner: Online at e-Procurement website (https://eproc.rajasthan.gov.in)<br>• Start Date: 06:00 PM, 23/11/2026<br>• End Date: 03:00 PM, 01/12/2026 |
| **Submission of Banker's Cheque/ Demand Draft for Processing Fee*** | Up to 03:00 PM, 01/12/2026 |

| | |
|---|---|
| **Date/ Time/ Place of Technical Bid Opening** | • Date: 01/12/2026<br>• Time: 04:00 PM<br>• Place: Office of RISL, Board Room, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) |
| **Date/Time/Place of Financial Bid Opening** | Will be intimated to the technically qualified bidders |
| **Bid Validity** | 90 days from the bid submission deadline |

Note:

The RISL processing fees may be deposited through single challan on e-GRAS as per F.D. circular no. F.6(5)Finance/GF&AR/2018 dated 27-04-2020 or in the form of Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur alongwith Bid Document Fee from the bidders.

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 DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
   Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   e-mail: eproc@rajasthan.gov.in
   Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a 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/-
ACP (Dy. Dir.)

## 2. PROJECT PROFILE &BACKGROUND INFORMATION

### 2.1. About RISL

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

### 2.2. Project Profile

**Rajasthan Jan Aadhaar Yojana**

To provide "one number, one card and one identity" to the family, a Jan Aadhaar Resident Data Repository has been established using the data compiled under the State Resident Data Hub and new enrolment of citizens under Rajasthan Jan Aadhaar Yojana. This is integrated with Pehchan portal. Each family is provided a Jan Aadhaar card with a 10-digit unique family identification number. The card is also be a document of the identity and the address of the family and its members.

Key objectives of this project are listed as follows.

- To create a unique family data base by providing "one number, one card and one identity" to the family.
- Expansion and strengthening of existing technical and electronic infrastructure in the state.
- Promoting women empowerment.
- Direct benefit transfer of cash in bank account of the beneficiaries
- Direct benefit transfers of Non-cash directly in the hand of the beneficiaries
- Integration of Jan Aadhaar Application with core components of DoIT&C like Single-Sign-on, e-Vault, Raj SewaDwar etc.
- Consolidation of entitlements of families/resident of state at one place.
- Integration with platforms such as RPP, IFMS, NPCI etc. for direct benefit transfer.
- On boarding of various Government schemes as notified by Rajasthan Jan Aadhaar Authority on Jan Aadhaar platform.
- Implementation as per Rajasthan Jan-Aadhaar Authority Act-2020.

**e-Mitra**

Committed to quick and convenient delivery of citizen services, Government of Rajasthan has set up the e-Mitra platform. Objective is to deliver citizen centric services of government as permissible under the Law of Land at the doorstep of common man in a transparent and cost-effective manner. More than 600 G2C and B2C services are getting delivered through e-Mitra platform across rural & urban areas in 41 districts of Rajasthan. Services such as online submission of application forms for various recruitment exams; digitally signed certificates for Bonafide, caste, solvency, minority, Aadhaar; Pan card, Ration card, character certificate verification etc. are being provided through e-Mitra. The idea is to link the

residents of the State, especially in the rural areas, to a basket of information and services through an IT-enabled service delivery interface.

Residents can avail the services through below service delivery points:

- Online web-based e-Mitra application (https://emitra.rajasthan.gov.in),
- E-Mitra mobile app available in Windows, iOS and Android versions that can be downloaded from e-Mitra application or Google Play Store.
- Interactive Automatic E-Mitra Plus Service ATMs. Citizens can avail services directly from e-Mitra platform without visiting any kiosk.
- IT enabled physical kiosks set up on Public Private Partnership (PPP) model in both -urban and rural areas of Rajasthan close to the doorsteps of the residents. These kiosks act as the frontend service delivery points for various Government Departments and Organizations and also private service providers. RajCOMP Info Services Limited (RISL) is the executive agency for e-Mitra on behalf of Government of Rajasthan. e-Mitra is a self-sustaining model based on permission to collect per transaction service charges (e-Mitra service charges). e-Mitra application, through Rajasthan Payment Platform (RPP), is integrated with major Banks, Aggregator, Wallets, NEFT/RTGS Banking and UPI Banking services to provide a wide range of payment options to all stakeholders.

## 3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

### 3.1. Pre-Qualification Criteria:

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

| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|---|---|---|---|
| 1. | Legal Entity | **The bidder should be OEM (M/s Oracle India Pvt. Ltd.) or its authorized partner**<br><br>A company registered under Indian Companies Act, 1956/ 2013<br>OR<br>A partnership firm registered under Indian Partnership Act, 1932. | - Copy of Certificates of incorporation<br>- In case of Authorized partner, the bidder has to provide letter regarding authorisation from the OEM along with the bid |
| 2. | Financial: Turnover from IT/ ITeS | The average annual turnover of the bidder from IT/ITeS during any one of the following three-financial-year periods, as per the latest published audited balance sheets, shall be at least ₹8.00 crore (Rupees Eight Crore only):<br><br>• FY 2022–23 to FY 2024–25; or<br>• FY 2023–24 to FY 2025–26. | CA Certificate with CA's Registration Number/ Seal and UDIN |
| 3. | Financial: Net Worth | The net worth of the bidder, as on 31/03/2025 should be Positive. | CA Certificate with CA's Registration Number/ Seal and UDIN |
| 4. | Tax registration and clearance | The bidder should have a registered number of GST and Income Tax (PAN). | Copies of relevant certificates of registration |
| 5. | MAF | Bidder shall furnish MAF from the OEM (Oracle India Pvt Ltd., through Oracle Consulting) | As per Indicative format of MAF – Annexure 10. |
| 6. | Self-Declaration Certificate | | As per Annexure -4 |

## 4. SCOPE OF WORK, DELIVERABLES & TIMELINES

### 4.1. Details of work (SoW):

Department of IT&C/RISL is working on modernization of their applications which will focus on following:

- Microservices based architecture.
- Easy integration with other applications
- Improved user experience through the web portal.
- Analytical reports for better insights
- High availability of the services

RISL invites proposals for Supply of Oracle OEM resources under Jan Aadhaar and e-Mitra Project for a period of two year for installation, configuration, upgrading, performance tuning, administration, monitoring, maintenance and security of the Oracle Exadata machines and system software.

Following OEM Resource is to be deployed at Jaipur (BSDC, Jhalana Institutional Area) under Jan Aadhaar and e-Mitra project and work in consultation with Department of IT&C/RISL.

OEM Oracle Resources would be responsible for:

**1. Oracle Database Resource (Database Architect Cum Database Administrator):**

The Database Architect Cum Database Administrator will be responsible for designing, implementing, and managing the database systems. This role combines expertise in database architecture with hands-on database administration to ensure the integrity, performance, and security of the database environment.

The high-level scope is as per below:

- Support/Assist in Developing and implementing an overall database strategy which includes database model designs, database development standards, implementation and management of data warehouse and data analytics system.
- Coordinate and collaborate with stakeholders.
- Managing and strategizing Jan Aadhaar and e-Mitra database.
- Planning and execution of database related solutions using Oracle technologies.
- Defining and managing the flow of database and dissemination of information within the system.
- Assist in integrating technical functionality, ensuring data accessibility, accuracy, and security.
- Conducting a continuous audit of data management system performance, refine whenever required, and report immediately any breach or gaps to the stakeholders.
- Work closely with the implementation team and teams and identify migration gaps in the data.
- Assist in designing table structure for application.
- Advice gaps in existing data for populating and cleansing.
- Assist in preparing Data flow diagrams and data related strategy.

- Installation and Maintenance of Oracle technology products and latest version upgrades i.e., Oracle Exadata, Oracle Database, Oracle Database options and Oracle Database Security products etc. installed on Exadata.
- Operational Support of currently deployed version & implementation and upgrades of the Oracle Database upgraded versions as required.
- Guiding and assisting RISL on Expert Guidance, Operational Support, lifecycle Management and overall handholding for Oracle database and database options.
- Onsite support and implementation of updates & upgrades of Oracle Database new versions.
- Database Performance tuning activities and patching of installed databases.
- Provide corrective action plans to mitigate risks prior to (or just after) production upgrades to minimize performance issues.
- Assist in architecture, design decisions, implementation roadmap and enhancements related to Oracle Database
- Technical troubleshooting with respect to Oracle Database and Oracle Engineered Systems.
- Installation, implementation, and maintenance of Oracle ZDLRA, Golden gate, Active Data Guard, NoSQL.
- Any other activity related to database, as required by RISL.

Key Responsibilities:

1. Database Architecture Design:
    - Assist the development team in developing a high-level and detailed database architecture for the Jan Aadhaar system, including data models, schema design, and data flow diagrams.
    - Assist in Defining and implementing database standards and best practices for data storage, indexing, and retrieval.
    - Ensure that the database design supports scalability, reliability, and high performance.
2. Database Implementation:
    - Create and manage Oracle database instances, including setup, configuration, and tuning for optimal performance.
    - Assist in implementing data integration and migration strategies to consolidate existing data into the new system.
    - Ensure that database solutions are aligned (Jan Aadhaar and eMitra) project requirements and integration points.
3. Database Administration:
    - Perform routine database administration tasks including backup and recovery, monitoring, automated defragmentation, and maintenance.
    - Monitor database performance and implement optimization strategies to enhance efficiency and speed.
    - Manage user access, roles, and permissions to ensure data security and compliance.
4. Data Security and Compliance:
    - Assist in Implementing and enforcing database security policies to protect sensitive data and ensure compliance with data protection regulations and standards.

- Conduct regular security audits and vulnerability assessments to safeguard against potential threats.
- Develop and execute disaster recovery plans to ensure data availability and integrity.

5. Data Integration and Migration:
   - Assist in designing data migration processes, ensuring accurate and efficient transfer of data from legacy systems.
   - Assist in developing and implement data integration strategies to connect with other government databases and services.
   - Ensure data consistency and integrity across integrated systems.
6. Database Tuning and Optimization:
   - Identify and resolve performance bottlenecks through query optimization, indexing, and other tuning techniques.
   - Monitor and analyze database performance metrics and make necessary adjustments to improve system performance.
   - Implement best practices for database performance tuning and optimization.
7. Documentation and Reporting:
   - Create and maintain comprehensive documentation for database designs, configurations, and procedures.
   - Provide regular status reports on database performance, security, and issues to stakeholders.
   - Document and share best practices, guidelines, and troubleshooting procedures.
8. Technical Support and Troubleshooting:
   - Provide technical support for database-related issues, including troubleshooting and resolving incidents in a timely manner.
   - Assist development teams with database-related queries and issues during application development and deployment.
   - Collaborate with other IT teams to address and resolve cross-functional technical challenges.
9. Training and Knowledge Transfer:
   - Train and support technical staff on database management, best practices, and tools.
   - Develop training materials and conduct sessions for end-users and administrators.

**2. Oracle Application Resource (Application Cum Solution Architect):**

The Application Cum Solution Architect will be responsible for designing and overseeing the implementation of the technical architecture. This role requires expertise in both infrastructure development/deployment and solution architecture, ensuring that the system meets the functional requirements, integrates with existing services, and adheres to best practices in security and scalability:

The high-level scope is as per below:

- Manage PCA environment: Install and configure fusion middleware components.
- Setup OCNE & Istio & relatable plugins environment for microservices deployment.

- Setup of IDAM stack like OAM, OHS, SOA, & WCC
- Setup OCNE, VZ and configure Kubernetes and the relevant infrastructure dashboard.
- Configure registry for image upload.
- Manage microservices in production environment with auto-scaling.
- Architect & Design of the overall solution framework using Oracle products.
- Design seamless Integration solutions for external systems.
- Review infrastructure and configurations of the Oracle products.
- Work closely with Database Architect and drive the application design framework.
- Technical troubleshooting related to Oracle products.
- Advise and recommend best practices with respect to solution for Oracle products.
- Any other activity as desired by RISL.

Key Responsibilities:

1. Architecture Design:
    - Assist to Develop a high-level architecture for Oracle components involved in the Jan Aadhaar system, including system components, data flow, and integration points.
    - Define the technical standards and frameworks to be used for application development.
    - Create and maintain detailedarchitectural documentation and design specifications for underlying Infrastructure components.
2. Integration and Interfacing:
    - Assist in integration of the Jan Aadhaar system with existing government databases and services.
    - Assist in seamless data exchange and interoperability between various systems components.
3. Security and Compliance:
    - Assist in Implementing and enforcing security measures to protect sensitive data and ensure compliance with relevant regulations and standards.
    - Conduct regular security assessments and audits, addressing vulnerabilities and risks as they arise.
4. Project Management and Coordination:
    - Collaborate with project managers, business analysts, and other stakeholders to define project scope, timelines, and deliverables.
    - Provide technical input and support during project planning, execution, and delivery phases.
    - Monitor project progress and address any technical challenges or roadblocks.
5. Quality Assurance:
    - Assist in resolution of any issues related to deployment of application identified during roll out phases.
6. Documentation and Reporting:

- Prepare and maintain comprehensive documentation for architectural designs, system configurations, and implementation processes.
- Generate regular reports on project status, technical risks, and issues for stakeholders.

7. Training and Support:
   - Provide training and support to technical staff and end-users as needed.
   - Assist in the development of user guides and training materials.

RISL/DoIT&C is in process of seeking following support/ services from Oracle:

1. Providing complete support essentials
2. 24/7 Oracle Remote Fault monitoring – Accessibility to Oracle software and hardware specialist
3. 5-minute fault notification
4. 15- minute restoration or escalation to development team
5. 30-minute joint debugging with development team
6. Configuring the machine for faster response and restore time.
7. Product Update and Patch deployments as and when new update and patch released
8. Security patching and security updates
9. Feature enhancements, new releases
10. Knowledge base access and configuration-specific update recommendations
11. Personalized proactive support tools
12. Services that cover full solution lifecycle
13. Regression testing across full stack at the core application /database code level

The OEM resources from Oracle has to coordinate with Oracle Support services for ensuring all of the above services from Oracle. The Oracle Exadata machine being used for Jan Aadhaar and E-Mitra project is required to be properly updated and patched. The machines should be configured for faster response and restore time. All security vulnerabilities to be patched. Port hardening of the machine to be ensured.

The OEM resources will monitor Oracle Exadata Machine which includes Memory Utilization, Processor Utilization etc. and inform RISL/DoIT&C in advance in the event when utilization goes beyond normal. The resources will ensure to take remedial action immediately to bring the database in normal state.

### 4.2. Responsibilities of RISL

a. Coordination with all the stakeholder involved for successful implementation of the enhanced feature and new modules.
b. Provide administrative support to the bidder.
c. Review and approve project management plan and deliverables of the implementation agency/ system integrator.
d. Overall Project Management

### 4.3. Responsibilities of the Selected Bidder:

a. To perform activities in time bound manner as defined in the scope of the work and the RFP.
b. To coordinate with all stakeholders of the project as per RISL/ DOITC directions
c. Achieved milestones, Deliver the deliverables (Softcopies & Hardcopies) and get sign off with in the timelines defined in the RFP.
d. Adhere timelines and maintain the SLA mentioned in the RFP.
e. Prepare risk management plan and implement the plan whenever the risk occurred during the project.
f. Submit softcopies and hardcopies of the all-project related documents to RISL/ DOIT&C.
g. The selected bidder shall provide complete knowledge transfer (Technical and Functional) to RISL/ DOIT&C/ any designated agency selected by RISL/DOIT&C as and when required and the selected bidder will also maintain the developed application till the completion of KT as per the scope mentioned in the RFP for O&M.

### 4.4. Project Deliverables, Milestones and Timelines

Refer chapter 7 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT clause - Payment Terms and Schedule.

## 5. INSTRUCTION TO BIDDER (ITB)

### 5.1. Bidding Procedure:

The procedure of bidding in this RFP is Single-stage two part (envelop).

### 5.2. 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 Bidder 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.

### 5.3. Pre-Bid Meeting / Clarifications/ Modifications/ Changes

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

(2) 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.

(3) 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

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

### 5.4. Changes in the Bidding Document

a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the Bidder sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

### 5.5. Period of Validity of Bids

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

### 5.6. Format and Signing of Bid

a) Bidder must submit their bids online at e-Procurement portal i.e. https://eproc.rajasthan.gov.in.
b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
c) A Single Stage-Two part/ cover system shall be followed for the Bid: -
    a. Technical Bid, including fee details, eligibility & technical documents
    b. Financial Bid

d) The technical 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** | | |
| 1. | Bidder's Authorization Certificate along with a copy of PoA/ Board resolution stating that Auth. signatory can sign the bid/ contract on behalf of the firm. | As per Annexure-9 (PDF) |
| 2. | All the documents mentioned in the "Eligibility Criteria," in support of the eligibility | As per the format mentioned against the respective eligibility criteria clause (PDF) |
| **Technical Documents** | | |
| 1. | Self-Declaration along with Tender Form | As per Annexure-4 (PDF) |
| 2. | Certificate of Conformity/ No Deviation | As per Annexure-3 (PDF) |
| 3. | Manufacturer's/OEM Authorisation Form (MAF) | As per Annexure-10 (PDF) |

e) Financial bid shall include the following documents: -

| S. No. | Documents Type | Document Format |
|---|---|---|
| **1.** | Financial Bid – Covering Letter | On bidder's letter head duly signed by authorized signatory as per Annexure-5 |
| **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.

### 5.7. Cost & Language of Bidding

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

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

### 5.8. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

### 5.9. 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 Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, 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 shall be taken from 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.

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.

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.

### 5.10. Deadline for the submission of Bid

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 Bidder 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 Bidder for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

### 5.11. 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.

### 5.12. 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 Bidder 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 Bidder 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 Bidder' 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 Bidder who have submitted the prescribed fee(s) to RISL).
e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
    a. bid is accompanied by bidding document fee and processing fee (if applicable);
    b. bid is valid for the period, specified in the bidding document;
    c. bid is unconditional and the bidder has agreed to give the required performance security; and
    d. Other conditions, as specified in the bidding document are fulfilled.
    e. Any other information which the committee may consider appropriate.
f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document and processing fee.
g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

### 5.13. Selection Method:

The selection method is Least Cost Based Selection (LCBS or L1) which shall be calculated based on the financial bids of technically qualified bidders only.

### 5.14. 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.

### 5.15. Evaluation & Tabulation of Technical Bids

#### a) Determination of Responsiveness

i. The bid evaluation committee shall determine the responsiveness of a bid on the basis of biding documents and the provisions of sub-section (2) of section 7.

ii. A responsive bid is one that meets the requirements of the bidding documents without material deviation, reservation, or omission where: -
   a. "deviation" is a departure from the requirements specified in the bidding documents;
   b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and
   c. "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

iii. A material deviation, reservation, or omission is one that,
   a. 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
   b. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.

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

v. The procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding 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, 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 compliance of the documents submitted in the technical bid. Technical bid shall contain all the documents as asked in the clause "Format and signing of Bids"

**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 Bidder 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 Bidder have been found to be qualified in evaluation of Technical Bids and sign it.

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

d) The Bidder who qualified in the technical evaluation shall be informed in writing/ on e-procurement about the date, time and place of opening of their financial Bids.

## 5.16. Evaluation & Tabulation of Financial Bids

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

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

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

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

d) Conditional Bids are liable to be rejected;

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

f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria.

g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;

h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

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

j) If GST column specified in Financial Bid format, contains Zero or empty value for any of the items listed in the financial bid, the Total Amount would be considered as inclusive of GST.

## 5.17. 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.

### 5.18. Price/ purchase preference in evaluation

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

### 5.19. Taxes and 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.

### 5.20. Copyright, Source Code and Intellectual Property Rights (IPR)

a) The copyright/ IPR in all drawings, design documents, source code and other materials
b) containing data and information furnished to the Purchaser that has been developed/customized by the Selected Bidder for the project herein shall remain vested in the Purchaser, 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.
c) The selected bidder shall not own any raw data/ intermediate data/ finished product/ customized solution/ initial, source code, intermediate & final reports etc. generated as part of this project. All such data / information should be transferred to RISL by not keeping any copy of such data/ information with the successful bidder at the time of exiting the project or as desired by Department.
d) Intellectual Property Rights (IPR) of all the deliverables, including data captured, source code, intermediate data, all information pertaining to customized development of application / software component etc., shall remain with RISL.

e) The selected bidder shall not keep/ store/ distribute copy of raw as well as developed data at its premises or elsewhere without the knowledge of RISL during and after the completion of the contract period.
f) The selected bidder shall delete all such copies of data available with them during the closure of the contract and submit an understanding on to RISL in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only on the compliance of same.
g) Any breach of trust/ source code/ IPR during the project may lead to termination of the project and necessary action/ legal proceeding as deemed fit by RISL.

### 5.21. Negotiations

a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

### 5.22. Exclusion of Bids/ Disqualification

a) A procuring entity shall exclude/ disqualify a Bid, if: -
    i. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
    ii. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
    iii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
    iv. the Bid materially departs from the requirements specified in the bidding document or it contains false information;

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

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

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

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

i. communicated to the concerned bidder in writing;

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

### 5.23. Conflict of Interest

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

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

i. They have controlling partners in common;

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

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

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

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

vi. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Biding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

### 5.24. Breach of Code of Integrity by the Bidder

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.

### 5.25. Lack of competition

a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
   i. the Bid is technically qualified.
   ii. the price quoted by the bidder is assessed to be reasonable;
   iii. the Bid is unconditional and complete in all respects;
   iv. there are no obvious indicators of cartelization amongst bidders; and
   v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts section.
c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall be decided as to whether to sanction the single Bid or re-invite Bids after recording reasons.
d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

### 5.26. Acceptance of the successful Bid and award of contract

a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the Bidder in the bidding document for the subject matter of procurement.
f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.

g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

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

### 5.27. 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.

### 5.28. 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.

### 5.29. 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 :-

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

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

### 5.30. Performance Security:

a) 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.

b) The amount of performance security shall be 5% of the work order, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries 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 Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

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

i. Deposit though eGRAS;

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

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

iv. Bank guarantee 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;

v. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the 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.

vi. 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.

d) 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.

e) 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 Bidder, specified in the bidding document.

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

g) No interest shall be payable on the PSD.

**5.31. 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 selected bidder 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 selected bidder.

**5.32. 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's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, 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 and to be purchase from anywhere in Rajasthan only.
e) For additional Work Orders placed during the Contract duration, the bidder shall execute a separate agreement for the incremental value and duration. The Bidder shall also submit Performance Security against these work orders.

### 5.33. Confidentiality

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

### 5.34. Cancellation of procurement process

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
   i. at any time prior to the acceptance of the successful Bid; or
   ii. after the successful Bid is accepted in accordance with (d) and (e) below.
c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all Bidder that participated in the procurement process.
e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
   i. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

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

### 5.35. Code of Integrity for Bidder

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

b) The code of integrity include provisions for: -

   a. Prohibiting
      i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
      ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
      iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
      iv. improper use of information shared between the procuring entity and the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
      v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
      vi. 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;
      vii. any obstruction of any investigation or audit of a procurement process;
   b. disclosure of conflict of interest;
   c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

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

   a. exclusion of the bidder from the procurement process;
   b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
   c. forfeiture or encashment of any other security or bond relating to the procurement;
   d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
   e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
   f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

d) Any bidder participating in procurement process shall

   (a) 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;

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

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

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

(e) 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;

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

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

(h) 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

### 5.36. Interference with Procurement Process

A bidder, who: -

a) withdraws from the procurement process after opening of financial bids;
b) withdraws from the procurement process after being declared the successful bidder;
c) fails to enter into procurement contract after being declared the successful bidder;
d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

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

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

e) 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 Appellate Authority

Secretary/ Principal Secretary, IT&C, Govt. of Rajasthan

Second Appellate Authority

Secretary, Finance (Budget) Department, Govt. of Rajasthan.

f) Fee for filing appeal

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

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

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.

### 5.38. Risk & Cost Clause

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.

### 5.39. Stay of procurement proceedings

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

### 5.40. Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with

fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

### 5.41. Offenses by Firm/ Company

a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

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

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

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

### 5.42. 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 Bidder" above, it may debar the bidder for a period not exceeding three years.

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

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

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

### 5.44. Change in Law

Unless otherwise specified in the Contract, if after the date of Bid submission, any law, regulation, ordinance, order or byl aw 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

### 5.45. Bid Prices/ Comparison of Rates

a) Bid prices should be FOR / FOB.

b) Bid prices should be inclusive of all other taxes, levies, octroi , insurance etc. but excluding of GST/CST.

c) 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 State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen 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.

d) 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.

e) 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.

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

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

### 6.1. 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/ 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/ 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/ 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/ 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/ 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/ 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/ bidder.
k) "Supplier/ Successful or 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/ bidder.
l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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

### 6.2. Qualifications / Eligibility of Bidders

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/ Society/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, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture: -
    i. all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and
    ii. A Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.
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 criteria like Experience, Turnover, Profitability, and Net worth etc. may be incorporated taking in view the requirement of project or procurement subject.

### 6.3. Contract Documents

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

### 6.4. Interpretation

a) If the context so requires it, singular means plural and vice versa.
b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 6.5. Language

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

### 6.6. Joint Venture, Consortium or Association

a) Joint venture/ consortium/ association is not allowed.

### 6.7. 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.

### 6.8. Governing Law

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

### 6.9. Supplier's/ Selected Bidder's Responsibilities

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

### 6.10. 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.

### 6.11. 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.

### 6.12. Contract Price Validity Period

The rate quoted by the bidder for each item mentioned in the tender shall remain valid for purchase by RISL for a period of two year and may be extended as per RTPP Act on same terms and conditions subject to price fall clause.

### 6.13. Recoveries from Supplier/ Selected Bidder

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.
c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

### 6.14. 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.

### 6.15. Copyright

The copyright in all drawings, design documents, source code and other services/materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the RISL.

### 6.16. Confidential Information

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

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

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

d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
   i. the Purchaser or Supplier/ Selected Bidder need to share with user department /RISL or other institutions participating in the Contract;
   ii. now or hereafter enters the public domain through no fault of that party;
   iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
   iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

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

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

### 6.17. 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.

### 6.18. 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 user department or RISL 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 RISL 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 user department or RISL 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 and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete: -

| No. | Condition | LD %* |
|---|---|---|
| a. | Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work | 2.5 % |
| b. | Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work | 5.0 % |
| c. | Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work | 7.5 % |
| d. | Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work | 10.0 % |

i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
ii. The maximum amount of liquidated damages shall be 10% of the contract value.
iii. *The percentage refers to the payment due for the associated works/ goods/ service.

### 6.19. Rejection:

a) Module/ sub modules of the developed software 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 user department 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 Module/ sub modules of the developed software shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection or the timeline decided by the purchase officer, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such modules/submodules of the developed software as he/she 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 qualification, 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

### 6.20. 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 total contract value/amount/charges paid to the Supplier/ selected bidder until the time such claim was brought about, provided that this limitation shall not apply; i) to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement, and ii) any damages payable due to the Gross Negligence or Wilful Misconduct of the Supplier/selected bidder. For the purpose of this clause, Gross Negligence or Wilful Misconduct shall mean;

"Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property or a mistake made in good faith.

"Wilful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

The above provision does not limit either Parties rights provided under applicable laws of Govt. of India.

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

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

### 6.22. 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. designs or specifications or requirement or functionalities of the application where services to be furnished under the Contract are to be specifically developed and deployed for the Purchaser;
   ii. the place of delivery; and
   iii. the related services to be provided by the supplier/ selected bidder.

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

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

### 6.23. 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.
v. 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**

i. 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.

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

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

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

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

## 6.24. Exit Management

a) Preamble

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

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 as decided by purchaser 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 DoIT&C 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, 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.
   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 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. 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'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'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.

h) Training, hand-holding and knowledge transfer
i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL in the last 3 months of the project duration.
ii. The selected bidder shall hold operational hand-holding sessions on the e-Sanchar 3.0 Application with the designated officers/staff members, so that RISL can continue with the e-Sanchar 3.0 Application even after Selected Bidder exits the project.

### 6.25. Settlements of Disputes

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.

### 6.26. Verification of Eligibility Documents by RISL

RISL reserves the right to verify all the statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by the 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 and liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document submitted by the bidder are found to be false, manipulated or forged during verification process, strict action shall be taken as per RTPP Act 2012.

### 6.27. Jurisdiction

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

### 6.28. Provision in Conflict

If a clause or a provision or a term or a condition is in conflict with RTPP Act, 2012 and RTPP Rules, 2013, in this situation, provisions and rules of RTPP Act, 2012 and RTPP Rules, 2013 shall prevail.

### 6.29. Dividing Quantities among More Than One Bidder at the Time of Award

As a general rule all the quantities of the subject matter of procurement shall be procured from the bidder, whose bid is accepted. However, when it is considered that the quantity of the subject matter of procurement to be procured is very large and it may not be in the capacity of the bidder, whose bid is accepted, to deliver the entire quantity or when it is considered that the subject matter of procurement to be procured is of critical and vital nature, in such cases, the quantity may be divided among the L1, L2, L3 bidders. If quantity is divided between L1 and L2, the ratio shall be 60:40. If quantity is divided among L1, L2, L3, the ratio shall be 50:30:20 or deemed appropriate by Purchase Committee.

### 6.30. Mobilization Advance

(1) In respect of works costing more than Rs. 50.00 Crore (Rs. Fifty Crore), the Procuring Entity on the request of the Contractor to make mobilization advance, can make payment to the Contractor (at 9% per annum interest compounded annually basis) to assist in defraying the initial expenses that necessarily be incurred by the Contractor for mobilization. The total of such advance payments and the number & timing of instalments is stated here under-

(2) The total amount of Advance shall not be more than 10% of the Capital cost of work. Payment of Mobilization Advance shall be made in two equal instalments, out of these first instalment shall not be more than 5% of the Capital cost of work and on compliance of the requisite conditions the remaining amount of 5% of Capital cost of work shall be in second instalment.

(3) On recommendation of the Engineer-in-charge, Mobilization Advance shall be released as follows-

(i) Execution of the Agreement by the parties thereto,

(ii) Submission by the Contractor of an unconditional and irrecoverable bank guarantee in amounts and currencies equal to the advance payment being requested. Such bank guarantee shall be issued either by a Nationalized or Scheduled Bank as declared by the RBI, should be encashable in Rajasthan and acceptable to the Procuring Entity. The guarantee shall remain effective until the full recovery of the advance payment with total interest payable thereon. If the advance payment has not been repaid by the date 28 days prior to expiry date of B.G. the contractor shall extend the validity of B.G. until the advance payment has been repaid.

(iii) For this purpose, the Contractor shall open a dedicated Contract Bank Account in a bank located at divisional office headquarter or in case of non-functioning of bank's branch at divisional office headquarter than at the nearest place to divisional office headquarter in Rajasthan and the Procuring Entity will transfer or deposit the advance payments directly into the aforesaid dedicated Bank Account of the Contractor. The Contractor will not be permitted to use these funds for any purpose other than for expenditures under the Contract and the Procuring Entity will be entitled to verify that the transactions from this account are used exclusively for the purposes for which they are intended. In case the advance payment is not utilized by the Contractor as per the approved programme and within the stipulated period to the satisfaction of the Engineer-in- charge, default proceedings as per the relevant clause of Contract, shall be initiated against the Contractor.

(4) After the first instalment of the advance payment has been utilized as per the approved programme, substantiated by relevant documents and to the satisfaction of the Engineer-in-charge, the Contractor may then apply for the second installment. The Procuring Entity will make payment of the second installment after the Contractor has successfully fulfilled the following conditions:

(a) Actual deployment of (i) such Personnel (ii) Machinery and Equipment, as per the approved deployment schedules, if stated in bid document.

(b) Established the fully furnished Site Office(s), if stated in bid document.

(c) Established and staffed, with qualified personnel, completely equipped testing laboratory(s) at Site for quality control purposes, if stated in bid document.

(d) Placed confirmed orders for supply of major items of material and equipment, which is to be incorporated into the Permanent works as per the approved procurement schedule, if stated in bid document.

(e) Commenced construction work at the site in accordance with the approved construction program, if stated in bid document.

(f) The second installment of Mobilization Advance would be released after submission of utilization certificate by contractor for the first installment of advance released earlier.

(g) Requisite Bank Guarantee has been deposited.

(h) Any other condition mentioned in bid document in order to release second installment.

(5) The Advance Payment shall be repaid through percentage from the running bill as under:

(a) deductions shall commence in the first running bill.

(b) deductions shall be made at the rate of 15% (fifteen percent) of each running bill until such time as the advance payment has been repaid along with interest thereon; provided that the advance payment shall be completely repaid prior to the time when 75% (seventy five percent) of Payment of works or 13 months from the date of first installment of Advance, whichever is earlier."

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

Selected Bidder shall deploy the manpower within 30 days from the date of issuance of work order. Delay in deployment of onsite manpower will be the cause of applicable SLA penalties.

### 7.1. Payment Terms and Schedule

a) Payment schedule - Payments to the bidder, after successful completion of the target milestones and delivery of the specified project deliverables as per clause no. 4.1 & 4.3 of Chapter-4, would be made as under:

**Deliverable linked to Project Activity:**

| S. No. | Milestone | Deliverable (Reports/ Documents) | Time Schedule | Payment Schedule |
|---|---|---|---|---|
| 1 | Undertake activities Mentioned in Section 4.1 and 4.3 of Scope of Work | → Monthly Attendance Report of Onsite Deployed Manpower<br>→ Quarterly satisfactory performance report by OIC | → With in two weeks of end of each quarter | Quarterly (12.5% of the order value) |

**Please Note:** formats of all the deliverables shall be proposed by bidder which shall be further approved by RISL.

A. The bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the 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.

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

C. All remittance charges will be borne by the bidder.

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

E. Any payment of submitted invoices will only be processed once the sign-off will be provided by RISL on the required submitted deliverables as per RFP.

F. 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.

G. Taxes, as applicable, at the time of billing will be deducted/ paid as per the prevalent rules and regulations.

H. The payment of last quarter of the contract period will be released only & after decision taken by RISL towards maintenance of system. The selected bidder shall handover all intellectual assets/ code/ any other project related properties and get sign off from the agency appointed by RISL or RISL.

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

Total penalty shall be capped to maximum 20% of the Agreed Quarterly Payment for respective quarter.

1. **Penalty on absence of Resources**

- In the case of absence of a resource (apart from Government Holidays and number of leaves permitted) during project period, no payment will be made for the days a resource is absent.
- In addition, following penalties will be levied for all absence of the respective resource without prior approval from OIC:

| S. No. | Resource Deployment Description | Penalty on non-availability/non-deployment of resource per day |
|---|---|---|
| 1 | OEM Oracle Resource | Rs. 20,000/- |

- Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages as described in Section below.
- Each resource deployed on the project shall be entitled for leave subject to upper limit of 18 in a year and maximum 2 in a month (proportionately divided for period of engagement in case not engaged for whole year). However, leave is not a right and, as per requirement of the project, project OIC may deny leave(s) to a particular resource(s).

2. **Quality of Services**

- In case negative feedback is received repeatedly against any of the resources deployed, the purchaser may issue written notice to the bidder for a suitable replacement.
- In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance), the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to the bidder for a suitable replacement.
- The selected agency shall be responsible to replace the resource(s) (of equivalent qualifications or above) within 30 days, unless otherwise applicable LD will be imposed as per RFP.
- The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL).

### 7.3. Special Conditions of the Bid

a) Price Validity- The quoted rate will remain unchanged during the entire contract period. However, the Contract may be extended further as per the RTPP Act 2012 after mutual agreement.

b) The selected onsite Resources will be deployed at DOIT&C, Jaipur or the location decided by DoIT&C/RISL in Rajasthan.

c) The Resource has to follow the working hours, working days and public Holidays of Government of Rajasthan. However, resource shall be available to work on extended hours / Saturdays / Sundays / Holidays 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.

d) For special events like Site Visit/ Non-availability of Bio-metric application/ Attendance application etc, the resources would be responsible to submit written application and take approval from OIC for those particular days.

e) Resource shall get prior approval of purchaser before leaving headquarter, even if it is on a holiday.

# 8. ANNEXURES

## 8.1. ANNEXURE-1: BILL OF MATERIAL (BOM)

1. OEM Oracle resource onsite for Jan Aadhaar and e-Mitra Project as per scope of work

| S. No | Description | Duration |
|---|---|---|
| 1 | Services of OEM Oracle Database Resource (Database Architect Cum Database Administrator) | 24 Months |
| 2 | Services of OEM Oracle Application Resource (Application Cum Solution Architect) | 24 Months |

2. Bidder needs to submit MAF from OEM (Oracle India Pvt Ltd., through Oracle Consulting) for the above requirement.

## 8.2. ANNEXURE-2: COVERING LETTER FOR TECHNICAL BID

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year
Full name of authorized representative:

To,
Managing Director,
RajCOMP Info Services Ltd.,
C-Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
Rajasthan

Reference: RFP No. ……Dated…….

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____, and our proposal. We are hereby submitting our proposal, which includes this Technical proposal and Financial Proposal submitted through e-Procurement Portal. Our proposal is binding upon us. We understand that you are not bound to accept any Proposal you receive.

We hereby offer to provide the Services at the quoted rates mentioned in the Financial Bid.

We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We enclose herewith the complete Technical Bid as required by you. This includes: This Bid Letter and Bid Particulars.

We agree to abide by our offer for a period of 365 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the Contract applicable to this RFP and we do hereby undertake to provide services as per these terms and conditions.

Certified that the Bidder is a Company and the person signing the tender is the duly constituted attorney. Bid Security (Earnest Money) for an amount equal to Rs._____ is enclosed in the cover containing the letter for Technical Bid.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this *DD/MM/YYYY* (Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company) Seal/Stamp of bidder

Witness Signature: Witness Name:

Witness Address:

## 8.3. ANNEXURE-3: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.}

To,

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

**CERTIFICATE**

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

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

Thanking you,

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

## 8.4. 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.

Also, this is to certify that, the specifications of goods 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 technical 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 and assumptions.

I/ We also certify that the price I/ we have quoted is inclusive of all the taxes to meet the desired Standards set out in the bidding Document.

I/ We also 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:_____

## TENDER FORM

i. Addressed to :

| | | |
|---|---|---|
| a. | Name of tendering authority | **Managing Director, RajCOMP Info Services Ltd.** |
| b. | Address | **RajCOMP Info Services Ltd.-Block, 1st Floor, Yojna Bhawan, Tilak Marg, Jaipur, (Rajasthan) – 302005** |
| c. | Telephone | **2221482, 5103902** |
| | Telefax | **141-2228701** |

ii. NIT Reference: Dated:

iii.

| | | | | |
|---|---|---|---|---|
| 1. | **Name of Bidder** | | | |
| 2. | **Name of Contact Person** | | | |
| 3. | **Registered Office Address** | | | |
| 4. | **Year of Establishment** | | | |
| 5. | **Type of Firm** | Public Ltd. | Partnership Firm | Private Ltd. |
| | **Put Tick(□ ) mark** | | | |
| 6. | **Telephone Number(s)** | | | |
| 7. | **Email Address/ Website** | Email Address | Website | |
| 8. | **Fax No.** | | | |
| 9. | **Mobile/ Pager Number** | Mobile | Pager Number | |
| 10. | **Savings Bank account number with IFSC code** | Account No.<br><br>IFSC Code : | | |
| 11. | **Name of Bank** | | | |
| 12. | **Name of Bank Branch** | | | |

iv. The Tender fees amounting to INR 2000/- (Rupees Two Thousand Only) has been deposited vide cash receipt no. _____ Dated _____.

v. The RISL Processing fees amounting to INR 2000/- (Rupees Two Thousand Only) has been deposited vide cash receipt no. _____ Dated _____.

vi. The rates quoted are valid up to _____. (Subject to a minimum of 90 days from the date of opening of the bid). The validity can be extended with mutual agreement.

vii. Following documents are attached towards the proof of Bid Security deposited.

| S.No. | Bid Security Deposited through | Number | Dated |
|---|---|---|---|
| 1. | Cash | | |
| 2. | Demand Draft | | |
| 3. | Banker's Cheque (Local only) | | |
| 4. | Bank Guarantee | | |

viii. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).

We are enclosing following document along with the bid

| S.No. | Eligibility Criteria | Details | Page no. of documentary proof Annexed at |
|---|---|---|---|
| 1. | Legal Status of Bidder – Certificate of Incorporation | | |
| 2. | i. Income Tax / Pan number<br>ii. GST | | |
| 3. | CA certificate for Financial Turnover | | |
| 4. | CA certificate for positive Net worth | | |
| 5. | Certificate of non-conformity/no deviation | | |
| 6. | Self-Declaration & Tender Form | | |
| 7. | MANUFACTURER'S/ OEM AUTHORISATION FORM (MAF) | | |
| 8. | Any other | | |

Dated:

Name of the Tenderer: _____

## 8.5. ANNEXURE-5: FINANCIAL BID COVER LETTER & FORMAT

### COVER LETTER

To,

{Procuring Entity},

_____,

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Minimum Qualification criteria of resources, 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

### Indicative Financial Bid Format

- This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.}
- Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.
- GST shall be paid on actuals as per prevailing rates.
- This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.
- The grand total of the total of quoted rates in the Table 1 shall be used for evaluation of this tender
- The Bidders needs to submit their Financial Proposal at e-procurement website as per the below mentioned templates:

**Table:-1**

| **Tender Inviting Authority: Managing Director, RISL** | | | | | | | |
|---|---|---|---|---|---|---|---|
| **Name of Work: RFP for Hiring of OEM Oracle Resource under Jan Aadhaar and e-Mitra Project** | | | | | | | |
| **NIT Ref. No.:** **Dated:** | | | | | | | |
| **Bidder Name:** | | | | | | | |
| **1** | **2** | **3** | **4** | **5** | 6 | 7 | 8 |
| **S. No.** | **Description** | **Unit** | **Qty** | **Unit Cost (In INR) (Inclusive of all taxes, levies, and duties applicable but excluding GST)** | **GST Amount (In INR)** | **Unit Cost (In INR) (Inclusive GST)** | **Total Amount (In INR) (Inclusive of all taxes)** |
| **A** | **B** | **C** | **D** | **E** | **F** | **G=E+F** | **H=D*G** |
| 1 | Services of OEM Oracle Database Resource (Database Architect Cum Database Administrator) | Man Month | 24 | | | | |
| 2 | Services of OEM Oracle Application Resource (Application Cum Solution Architect) | Man Month | 24 | | | | |
| **Total in Figures** | | | | | | | |
| **Total in Words** | | | | | | | |

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

**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

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

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

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

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

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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

## BANK GUARANTEE FORMAT – BID SECURITY

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan,

C-Block, Tilak Marg,

C-Scheme, Jaipur-302005 (Raj).

Sir,

1. In accordance with your Notice Inviting Bid for vide NIB reference no. _____ 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 )> 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. 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 )> 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 ……. 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 )> and our guarantee shall remain in force till bid validity period i.e. days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date …… (Signature) …….
Place …… (Printed Name) …….
(Designation) ……
(Bank"s common seal) …….

In presence of: WITNESS (with full name, designation, address & official seal, if any)
(1) ……
……
(2) ……
……

Name & address of Bank:
Name of contact person of Bank:
Contact telephone number:

## GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.

2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).

]3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.

4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.

5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.

6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL.

7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.

8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.

9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address: The Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj)

## 8.7. ANNEXURE-7: 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), ora 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

## 8.8. ANNEXURE-8: DRAFT AGREEMENT FORMAT {to be mutually signed by bidder and procuring entity}

This Contract is made and entered into on this _____day of _____, 2024 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 vide Letter No. _____dated_____, on which supplier has given their acceptance vide their Letter No._____dated_____.

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.

2. In consideration of the payment to be made by RISL to M/s…….at the rates set forth in the LOI no. _____ dated _____ will duly supply the said articles/ services set forth thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of LOI i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

| | |
|---|---|
| • Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work | 2.5% |
| • Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work. | 5.0% |
| • Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work. | 7.5% |
| • Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work. | 10.0% |

Note:

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

6. 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 are required to be delivered in the name M/s (Concerned Department)……along with invoices of supplied items, although payment will be made by RISL on behalf of said department.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____day of _____, 2024.

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

## 8.9. ANNEXURE-9: 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:

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

## 8.10. ANNEXURE-10: MANUFACTURER'S/ OEM AUTHORISATION FORM (MAF){to be filled by the OEMs for Manpower}(Indicative Format)

To,

{Procuring entity},

Subject: Issue of the Manufacturer's/ OEM 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) 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 resources being deployed by us: -

*{OEM will mention the details of all the proposed resource(s)}*

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: _____

Seal:

## 8.11. ANNEXURE-11- QUALIFICATION AND EXPERIENCE OF THE REQUIRED RESOURCES

| S.No. | Resource | Desirable Qualification and Experience |
|---|---|---|
| 1 | OEM Oracle Database Resource (Database Architect Cum Database Administrator) | • Bachelor's degree in Computer Science, Information Technology, or a related field; Master's degree preferred.<br>• 10+ years' of relevant experience in as Oracle DBA, RAC, Performance tuning and Exadata administration.<br>• Should have experience of working with Exadata/ Database Version 11G or later versions<br>• Proven experience as a Database Architect and/or Database Administrator in large-scale projects.<br>• Expertise in database design, administration, and performance tuning with experience in database technologies, e.g., Oracle, Oracle NoSQL.<br>• Strong understanding of data security, backup and recovery, and disaster recovery planning.<br>• Experience with data integration and migration techniques.<br>• Excellent problem-solving skills and ability to work collaboratively in a team environment.<br>• Strong communication skills, with the ability to convey technical concepts to non-technical stakeholders.<br>• Oracle Certified Database Developer |
| 2 | OEM Oracle Application Resource (Application Cum Solution Architect) | • Bachelor's degree in Computer Science, Information Technology, or a related field; Master's degree preferred.<br>• 10+ years of relevant experience as a Solution Architect or Application Architect in large-scale projects.<br>• Strong understanding of application development methodologies and best practices.<br>• Expertise in designing and implementing scalable, secure, and high-performance systems.<br>• Experience with integration of complex systems and interfacing with government databases.<br>• Knowledge of relevant regulations and standards for data security and privacy.<br>• Excellent problem-solving skills and ability to work collaboratively in a team environment.<br>• Strong communication skills, with the ability to convey complex technical concepts to non-technical stakeholders. |

## 8.12. ANNEXURE-12: FORMAT FOR CV

| Format for the Profiles | |
|---|---|
| Name of the person | |
| Current Designation / Job Title | |
| Current job responsibilities | |
| Proposed Role in the Project | |
| Proposed Responsibilities in the Project | |
| Academic Qualifications:<br>o Degree<br>o Academic institution graduated from<br>o Year of graduation<br>o Specialization (if any)<br>Key achievements and other relevant information (if any) | |
| Professional Certifications (if any) | |
| Total number of years of experience | |
| Number of years with the current company (the SDA) | |
| Summary of the Professional / Domain Experience | |
| Number of complete life cycle implementations carried out | |
| The names of customers (Please provide the relevant names) | |
| Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)<br>Prior Professional Experience covering:<br>Organizations worked for in the past<br>o Organization name<br>o Duration and dates of entry and exit<br>o Designation<br>o Location(s)<br>o Key responsibilities<br>• Prior project experience<br>o Project name<br>o Client<br>o Key project features in brief<br>o Location of the project<br>o Designation<br>o Role<br>o Responsibilities and activities<br>o Duration of the project<br>o Total team size<br>Please provide only relevant projects. | |

| Format for the Profiles | |
|---|---|
| Proficient in languages (Against each language listed indicate if read/write/both) | |