2026

RajCOMP Info Services Limited
(RISL)

RFP for Selection of Tier-I and Tier-II Agencies (Empanelment and Rate Contract) for Providing IT/ITes/Software Development Manpower Services in Government of Rajasthan for a period of 2 Years

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Selection of Tier I and Tier II Agencies (Empanelment and Rate Contract) for Providing IT/ITes/Software Development Manpower Services in Government of Rajasthan for a period of 2 years

Mode of Bid Submission	Online though e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	MD RISL, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date of Pre-Bid Meeting	16/11/2026 12:00 PM
Last Date & Time of Submission of Bid	09/12/2026 03:00 PM
Date & Time of Opening of Technical Bid	09/12/2026 04:00 PM

Bidding Document Fee: Rs. 5000.00 (Rupees Five Thousand only)

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

RajCOMP Info Services Limited (RISL)
Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Phone: 0141-5103902 Fax: 0141-228701
Web: http://risl.rajasthan.gov.in
Email:
manpowerservices@rajasthan.gov.in

1. ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 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/ e-Bid	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	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
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
COTS	Commercial Off the Shelf
CV	Curriculum Vitae/ Resume
Day	A calendar day as per GoR/ GoI.
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	Means the services incidental to the supply of the services, such as design, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
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
Project Site	Wherever applicable, means the designated place or places/ onsite.
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. MD, RISL in this RFP document.
Raj SWAN/ RSWAN	Rajasthan State Wide Area Network
RC	Rate Contract
RISL	RajComp Info Services Limited
RSDC	Rajasthan State Data Centre, Jaipur
Services	IT/ITes/Software Development Services to be provided to the Purchaser under the Contract
SI	System Integrator
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
STQC	Standardization Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TLA	Term Lease Agreement
TIN	Tax Identification Number
TPA	Third Party Auditors
TQ	Technical Qualification
User Department	The client to whom the services are going to be provided by the bidder in consultation with RISL
WO/ PO	Work Order/ Purchase Order

Reference No: - F4.15 (30)/RISL/Tech/2026/4066 **Dated 05-11-2026**

UBN:- RIS2627SLRC00070

Name & Address of the Procuring Entity	• Name: RajComp Info Services Limited (RISL) • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg C-Scheme, Jaipur
Name & Address of the Project Officer In-charge (POIC)	• Name: Sh. Kailash Choudhary • Designation: ACP (DD) • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg C-Scheme, Jaipur • Email- kailash.c.doit@rajasthan.gov.in
Subject Matter of Procurement	Selection of Tier-I and Tier-II Agencies (Empanelment and Rate Contract) for Providing IT/ITes/Software Development Manpower Services in Government of Rajasthan for a period of 2 Years
Bid Procedure	Single-stage: two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest evaluated Technically responsive bid
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	• Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in, http://doit.rajasthan.gov.in and http://rajasthan.gov.in • Bidding document fee: Rs. 5000 (Rupees Five thousand only) in Cash challan /Demand Draft/ BC in favour of "Managing Director, RISL" payable at "Jaipur" • RISL Processing Fee: 2500/- (Rupees Two Thousand Five Hundred only) in Demand Draft/BC in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs.100 Cr (Indian Rupees Hundred Crores) (Tier-I: 75 Cr & Tier-II: 25Cr)
Bid Security and Mode of Payment	• 2% of the estimated procurement cost or 0.5% in case of SSI Units of Rajasthan or 1% for those sick industries other than SSI, whose cases are pending with BIFR Or As per Government Prevailing Rules and Regulations • Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee/ Demand Draft/FDR /EBG (in the specified format), of a Scheduled Bank in favor of "Managing Director, RISL" payable at "Jaipur".
Period of download/Sale of Bidding Documents (Start/ End Date)	• From 06/11/2026 05:00 PM to 09/12/2026 03:00PM
Date/Time/Place of Pre-Bid Meeting	• Date:- 16/11/2026 12:00 PM • Place:- RISL/DoIT&C, Jaipur • Last date of submitting pre bid queries by the bidder: 16/11/2026 06:00 PM • Queries submitted on manpowerservices@rajasthan.gov.in will be considered.
Manner, Start/ End Date for the submission of Bid	• Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in) • Start Date:- 30/11/2026 • End Date:- 09/12/2026 up-to 03:00 PM
Submission of Banker's Cheque/ Demand Draft	• From 06/11/2026 05:00 PM to 09/12/2026 03:00PM

for Tender fee, Bid Security, and Processing Fee*	
Date/ Time/ Place of Technical Bid Opening	• Date: 09/12/2026 04:00PM • Place: Conference Room, Ground Floor, Yojana Bhawan, C-Scheme, Jaipur
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the qualified bidders
Bid Validity	120 days from the bid opening date

Note:

1) Bidder (authorized 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, the bidder fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to the time and date mentioned in the NIB, its Bid shall not be accepted.
    a. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favor of "Managing Director, RISL" payable at "Jaipur" and
    b. The RISL Processing Fee in favor of "Managing Director, RISL" 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. Bidder 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, bidder must register on http://eproc.rajasthan.gov.in (bidder 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 on a regular basis. Bidder interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
    Contact No: 0141-2922012 (Help desk 10 am to 6 pm on all working days)
    e-mail: eproc@rajasthan.gov.in
    Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

Analyst Cum Programmer (Dy. Director)
DoIT&C, RAJASTHAN, JAIPUR

2. PROJECT PROFILE & BACKGROUND INFORMATION

2.1 About DoIT&C

Department of Information Technology & Communication (DoIT&C), Govt. of Rajasthan is responsible for implementation of various IT/e-Governance projects for the State of Rajasthan. DoIT&C, GoR provides the State government a strong technical foundation to effectively serve the citizens and to create transparency, accountability and efficiency through computerization. It has implemented multiple citizen centric applications like E-Mitra, Bhamashah, GIS, Rajsampark, eLearning, eLibrary, ePDS, eOffice, LDMS, iHMS, RajKaj, SSO, RajFAB, SJMS, Analytics, eVault, eSign, Arogya Online, BSBY etc.

2.2 About RajComp

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

2.3 Project Background

Government of Rajasthan (GoR) has envisaged comprehensive e-Governance programs across all departments to bring in greater efficiency and transparency in service delivery. Also, GoR is implementing and will implement the e-Governance project based on the Enterprise Architecture.

In order to design, develop, maintain, operate, and implement the various e-Governance projects, RISL intends to establish a Pan-State IT Facilitation cells for Government of Rajasthan.

The empanelment and rate contract with the said consulting agencies (tier 1 and tier 2) shall be done for a period of two (2) years as per RTTP act with the mutual consent of both parties. The IT manpower deployed have to work with the different departments of the State Government across Rajasthan or locations decided by RISL or User Department, in providing required technical services for various e- Governance initiatives.

RISL proposes to seek the services of reputed IT Manpower Providing Services agencies having relevant experience to work with the state.

2.3.1. Area of Coverage

- RISL, DoIT&C, and other Govt. department/ Govt. Agencies through DoIT&C/ RISL
- Orders will be issued by RISL/ DoIT&C
- Payments will be released by RISL

2.4 Brief of e-Governance

Electronic governance or e-governance is the application of information and communication technology (ICT) for delivering government services, exchange of information, communication transactions, integration of various stand-alone systems and services between government-to-citizen (G2C), government-to-business (G2B), government-to-government (G2G) , government- to-employees (G2E) as well as back office processes and interactions within the entire government framework. Through e-governance, government services will be made available to citizens in a convenient, efficient and transparent manner. The three main target groups that can be distinguished in governance concepts are government, citizens and businesses/interest groups. In e-governance there are no distinct boundaries.

3. ELIGIBILITY CRETERIA (GENERAL)

1) A bidder participating in the procurement process shall possess the following minimum pre- qualification/ eligibility criteria. A bidder may apply for either Tier 1 or Tier 2, or for both categories.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Registration Status	The bidder shall be any ONE of the following with their registered office in India. i. The bidder should be a company registered under Indian Companies Act, 1956, 2013; OR ii. An partnership firm registered under Indian Partnership Act, 1932 or LLP Act, 2008 of India; OR iii. The bidder should be an Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958;	a. Copy of valid Registration Certificates - Copy of Certificates of incorporation
2	Presence in India	The bidder should be in existence for more than 5 years in India	- CA Certificate with CA's Registration Number/ Seal and UDIN Number
3	Company's Turnover	The Bidder should have an **average annual turnover from IT/ITeS services, excluding turnover from hardware**, during (a) 2022-23, 2023-24, 2024-25 Or (b) 2023- 24, 2024-25, 2025-26 as per the eligibility criteria for the respective Tier, as follows: **Tier-I:** ₹100 Crore and above **Tier-II:** ₹50 Crore and above **Note:** Turnover attributable to the sale/supply of hardware shall not be considered for evaluation of the above eligibility criterion.	- CA Certificate with CA's Registration Number/ Seal and UDIN Number
4	Financial: Net Worth	The bidder should have positive net-worth as on March 31, 2025 OR March 31, 2026 as per audited balance sheet.	- CA Certificate with CA's Registration Number/ Seal and UDIN Number
5	IT Projects/ Technical Capability	The bidder should have relevant experience in executing IT projects/services for any Central Government, State Government,	Project Reference format as per Annexure -14 & Annexure - 15

		PSU, State IT Department or their undertakings/organizations in India. The Work Order(s) , including any subsequent renewal(s)/extension(s), must have been issued between 1st April 2022 and 31st March 2026. **Tier – 1** The bidder should have for Tier-1: 03 (three) projects, each of minimum completed/executed value of ₹1.00 Crore, involving development of Application Software/Web Applications (including customization, implementation and/or maintenance, if any) or deployment of specialized technical IT professionals; and 02 (two) projects, each of minimum completed/executed value of more than ₹3.00 Crore, involving development of Application Software/Web Applications (including customization, implementation and/or maintenance, if any) or deployment of specialized technical IT professionals. **Tier – 2** The bidder should have for Tier -2: 03 (three) projects, each of minimum completed/executed value of ₹50.00 Lakh, involving development of Application Software/Web Applications (including customization, implementation and/or maintenance, if any) or deployment of specialized technical IT professionals; and 02 (two) projects, each of minimum completed/executed value of more than ₹1.00 Crore, involving development of Application Software/Web Applications (including customization, implementation and/or maintenance, if any) or deployment of specialized technical IT professionals.	AND [Work Order + Work Completion Certificates from the client with completion value; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s))]

6	Certification	Bidder should have valid following certificate: 1- ISO 9001:2015(Quality Management System) 2- ISO/IEC 27001:2022(Information Security Management) 3- CMMI Level 3 or above(Process maturity for IT services) 4- ISO/IEC 20000-1:2018(IT services management)	Certified copy of valid Certificates The cmmi certificate should be verifiable at https://cmmiinstitute.com/learning/appraisals/results?
7.	Manpower Strength	The Bidder should have at least the following number of **full-time employees** engaged in **IT/ITeS/e-Governance/Consultancy/IT-based Projects/Manpower Services** across India, as on **31 March 2026**: **Tier-I:** Minimum **100 full-time employees** **Tier-II:** Minimum **50 full-time employees**	Certificate from the HR/Authorized Signatory on the company letterhead
8.	Tax registration	The bidder should have a registered number of i.) Income Tax / PAN number ii.) GST	- Copy of PAN Card - Copy of valid GST certificate
9	Blacklisting	The bidder, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period/ active debarred list by NICSI or any of the Central or State Government Organization/Public Sector Undertaking/Autonomous Body etc.	- An undertaking (self- certification on company's letterhead) is to be submitted
10	Mandatory Undertaking	As per Annexure	A Self Certified letter as per Annexure-5: Self-Declaration
11	Bid Security:	2% of the estimated procurement cost Or 0.5% in case of SSI Units of Rajasthan Or 1% for those sick industries other than SSI, whose cases are pending with BIFR Or As per Government Prevailing Rules and Regulations	• Banker's Cheque / Demand Draft / BG/ FDR/EBG

Note:

- For the purpose of this Technical Capability criterion, deployment of specialized technical IT professionals shall not include Computer Operators, Data Entry Operators, Office/Clerical Staff or other general/non-technical manpower.
- For determining the eligible project value, only the completed/executed value of the original Work

Order(s) and their eligible renewal(s)/extension(s) shall be considered, subject to submission of supporting documentary evidence. The value of any renewal/extension issued outside the above-mentioned period shall not be considered for eligibility evaluation, even if it pertains to an eligible original Work Order.

- The cost of supply, installation and maintenance of hardware components will not be considered in project cost under these criteria.
- The work order related to the third party software or sale licensed cost base product is not considered.
- The bidder may submit details of a maximum of 10 (Ten) Projects for demonstrating compliance with the above eligibility criteria. The Work Orders/Projects shall be listed by the bidder in Annexure-15 in the order of preference for evaluation.

2) A bidder participating in the procurement process shall possess the minimum pre-qualification/ eligibility criteria. A bidder may apply for either Tier 1 or Tier 2, or for both categories.

3) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
   a. the procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids in Chapter-5 (18): ITB"; and
   b. The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK, DELIVERABLES, TIMELINES and PAYMENT SCHEDULE

RISL hereby invites proposals for Selection of Tier 1 and Tier 2 Agencies for providing IT/ITes/Software Development services for Government of Rajasthan. The bidders are advised to study this RFP document carefully, before submitting their proposals in response to the RFP Notice. The submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

4.1 Number of Vendors to be empaneled

Through this RFP, RISL intends to empanel agencies under two categories:

- Tier-1: Panel of up to 7 (seven) empaneled agencies.
- Tier-2: Panel of up to 7 (seven) empaneled agencies.

Considering the varying scale, complexity, resource requirements and technical expertise involved in different IT/ICT projects, agencies shall be empaneled under two categories, namely Tier-1 and Tier-2.

Tier-1: Agencies having the experience and capacity to undertake large-scale and complex IT/ICT engagements, requiring deployment of larger teams, specialized skill sets and senior technical resources.

Tier-2: Agencies having the experience and capacity to undertake medium-scale and standard IT/ICT engagements, involving deployment of skilled technical resources across various technology domains.

The tier-based empanelment shall enable the Department to engage suitable agencies based on the scale, complexity and specific resource requirements of each project, while ensuring adequate competition and availability of qualified technical manpower.

4.2 Scope of Work (Indicative)

RISL may engage empaneled agencies for its own requirements or for projects undertaken on behalf of Government Departments/Organizations. The scope may include design, development, customization,

implementation, integration, testing, operation, support, maintenance, project management, data/analytics, AI/ML, cloud, infrastructure, cyber security and deployment of technical manpower.

Projects may use existing, prevailing and emerging technologies, tools and frameworks, including open-source, proprietary or enterprise technologies, as appropriate to project requirements and applicable Government/MeitY/NIC/NICSI guidelines.

Technology / Domain Area	Indicative Coverage
Application Development	Java, .NET, Python, Node.js, PHP, JavaScript, full-stack, mobile and low-code/no-code platforms
Data, Analytics & AI	Data engineering, BI, ETL/ELT, AI/ML, Generative AI/LLM, NLP, computer vision, big data and MLOps
Cloud & DevOps	AWS, Azure, GCP, OCI, containers, Kubernetes, CI/CD, DevOps, DevSecOps, SRE and Infrastructure as Code
Database & Integration	Oracle, PostgreSQL, MySQL, SQL Server, DB2, MongoDB, middleware, APIs, microservices and data replication
Cyber Security	VAPT, SOC/SIEM, IAM, cloud/network security, incident response, PKI/e-Sign and related security services
Architecture & Project Delivery	Solution/application/enterprise/data/cloud/security architecture, project management, delivery and quality management
Indicative Government Domains	Agriculture, Mining, Energy, Finance, Revenue, Education, Health, Industries, Social Justice, Scheme Management, Grievance Management, Networking and Infrastructure Management

4.3 Categories and Educational Qualification of Required IT Manpower

The resource qualification criteria shall follow profile-wise minimum qualification and relevant professional experience requirements. The "Minimum experience" represents the minimum relevant professional experience and shall not be treated merely as total career experience. Where a profile has a separate core-skill/profile function experience requirement, both conditions shall be satisfied.

Qualification Code	Minimum Qualification
Q1- Common Technical / Professional	• B.E./B.Tech. In any discipline or • MCA or • M.Sc. (IT/Computer Science) or • any equivalent qualification.
Q2- IT Support / Technical Support	• Bachelor's degree in any discipline from a recognized University/Institution. • Relevant IT certificate/diploma may be prescribed as desirable.
Q3- Design	• B.E./B.Tech. In any discipline or • MCA or • M.Sc. (IT/Computer Science) or • Bachelor of Design (B.Des.) or Master of Design (M.Des.) in any Design discipline; or • Bachelor of Fine Arts (BFA) or Master of Fine Arts (MFA) in Graphic Design, Visual Communication, Applied Arts or related disciplines; or • any equivalent qualification.

Qualification Code	Minimum Qualification
Q4-Data / Analytics	• B.E./B.Tech. In any discipline or • BS/MS in Data Science or • M.A in Statistics /Mathematics or • MCA or • Degree in Mathematical Computing or • M.Sc. in Computer Science/IT/Data Science/Artificial Intelligence / Statistics / Mathematics or • any equivalent qualification.
Q5-Artificial Intelligence	• B.E./B.Tech. In any discipline or • BS/MS in AI or • Degree in Mathematical Computing or • M.Sc. in Computer Science/IT/Data Science/Artificial Intelligence / Statistics / Mathematics or • any equivalent qualification.
Q6- Project / Delivery / Quality	• B.E./B.Tech. In any discipline or • MCA or • M.Sc. (IT/Computer Science) or • MBA/PGDM or • any equivalent qualification.
Q7- Civil	• B.E./B.Tech in Civil Engineering or • any equivalent qualification.
Q8-Electrical	• B.E./B.Tech in Electrical/Electrical & Electronics Engineering or equivalent.
Q9- Finance	• CA/CMA/MBA Finance/M. Com or • Other relevant qualification as prescribed against the profile.
Q-10- Chartered Accountant	• CA
Q11 – Network Administrator	• B.E / B.Tech (IT/Computer Science / Electronics & communications) or M.Sc (IT/Computer Science) or MCA Require Certificate : (CCNP in Routing Switching or Security) or advanced level any Networking OEM Certificate
Q12 – Network Support Engineer	• B.E / B.Tech (IT/Computer Science / Electronics & communications) or M.Sc (IT/Computer Science) or MCA Require Certificate : (CCNA in Routing Switching or Security) or any Networking OEM Certificate

Note: Any qualification claimed as equivalent shall be considered only where such equivalence is supported by an order/notification/certificate issued by UGC, AICTE or any other competent statutory/regulatory authority of Government of India, as applicable. The responsibility for establishing equivalence shall rest with the bidder/resource.

Category 1: Application Development, UI/UX & Software Testing

#	Profile Group	Profile Title	Qual. Code	Tier-I Min. Experience	Tier-II Min. Experience
1	Developer	Associate Developer (Scripting / Application / Full Stack)	Q1	1 Year	0–1 Year

2		Developer (Scripting / Application / Full Stack)	Q1	3 Years	2 Years
3		Lead Developer (Scripting / Application / Full Stack)	Q1	6 Years	4 Years
4	Mobile Application Developer	Associate Mobile Application Developer	Q1	1 Year	0–1 Year
5		Mobile Application Developer	Q1	3 Years	2 Years
6		Lead Mobile Application Developer	Q1	6 Years	4 Years
7	Testing Engineer	Associate Testing Engineer (Functional / Automation / API / Performance / Load)	Q1	1 Year	0–1 Year
8		Testing Engineer (Functional / Automation / API / Performance / Load)	Q1	3 Years	2 Years
9	Low-Code / No-Code / Rapid Application Developer	Low-Code / No-Code / Rapid Application Developer	Q1	3 Years	1 Year
10		Senior Low-Code / No-Code/ Rapid Application Developer	Q1	6 Years	4 Years
11	UI/UX Designer	Associate UI/UX Designer	Q3	1 Year	0–1 Year
12		UI/UX Designer	Q3	3 Years	2 Years
13		Lead UI/UX Designer	Q3	6 Years	4 Years

Category 2: Technical Architecture, Project Management & Business Analysis

#	Profile Group	Profile Title	Qual. Code	Tier-I Min. Experience	Tier-II Min. Experience
14	Technical / Solution Architect	Technical / Solution Architect	Q1	7 Years	4 Years
15		Senior Technical / Solution Architect	Q1	10 Years	6 Years
16		Enterprise Architect (Technical)	Q1	12 Years	8 Years
17	Quality Manager (Technical)	Quality Manager (Technical)	Q1	5 Years	3 Years
18		Senior Quality Manager (Technical)	Q1	8 Years	6 Years
19	Project Manager (Technical)	Project Manager (Technical)	Q6	5 Years	3 Years
20		Senior Project Manager (Technical)	Q6	8 Years	6 Years
21		Business Analyst	Q6	4 Years	2 Years

Category 3: IT Infrastructure, Cloud, Networking & Cyber Security

#	Profile Group	Profile Title	Qual. Code	Tier-I Min. Experience	Tier-II Min. Experience
22	Database Engineer	Associate Database Engineer	Q1	1 Year	0–1 Year
23		Database Engineer	Q1	3 Years	2 Years
24		Lead Database Engineer	Q1	6 Years	4 Years
25		Network Administrator	Q11	8 Years	6 Years
26		Network Support Engineer	Q12	6 Years	3 Years
27		VC Engineer	Q2	3 Years	1 Year
28	System Specialist	System Specialist	Q1	3 Years	1 Year
29		Sr. System Specialist	Q1	6 Years	4 Years
30		Associate Certified Ethical Hacker	Q1	1 Year	0–1 Year
31	DevOps / CI-CD Engineer	Associate DevOps / CI-CD Engineer	Q1	1 Year	0–1 Year
32		DevOps / CI-CD Engineer	Q1	3 Years	2 Years

33		Lead DevOps / CI-CD Engineer	Q1	6 Years	4 Years
34		DevSecOps Engineer	Q1	4 Years	2 Years
35	Cloud / Platform Engineer	Cloud / Platform Engineer	Q1	3 Years	2 Years
36		Senior Cloud / Platform Engineer	Q1	6 Years	4 Years
37		Cloud Architect	Q1	7 Years	5 Years
38	Cyber Security Specialist	Cyber Security Specialist	Q1	3 Years	2 Years
39		Senior Cyber Security Specialist	Q1	6 Years	4 Years
40	VAPT / Penetration Testing Specialist/ Ethical Hacking Specialist	VAPT / Penetration Testing Specialist/ Ethical Hacking Specialist	Q1	3 Years	2 Years
41		Senior VAPT / Penetration Testing Specialist/ Ethical Hacking Specialist	Q1	6 Years	4 Years
42		Application Security / Secure Code Review Specialist	Q1	3 Years	2 Years
43		Security Architect	Q1	7 Years	5 Years

Category 4: Data Analytics, Artificial Intelligence & Emerging Technologies

#	Profile Group	Profile Title	Qual. Code	Tier-I Min. Experience	Tier-II Min. Experience
44	Data Engineer	Associate Data Engineer	Q4	1 Year	0–1 Year
45		Data Engineer	Q4	3 Years	2 Years
46		Senior Data Engineer	Q4	6 Years	4 Years
47	BI / Data Analyst	Associate BI / Data Analyst	Q4	1 Year	0–1 Year
48		BI / Data Analyst	Q4	3 Years	2 Years
49	AI / ML Engineer , Generative AI / LLM Engineer	AI / ML Engineer , Generative AI / LLM Engineer	Q5	2 Years	1 Year
50		Senior AI / ML Engineer , Generative AI / LLM Engineer , Senior Generative AI / LLM Engineer	Q5	5 Years	3 Years
51	MLOps / LLMOps Engineer	MLOps / LLMOps Engineer	Q5	2 Years	1 Year
52		Senior MLOps / LLMOps Engineer	Q5	5 Years	3 Years
53		AI QA / Model Evaluation Engineer	Q5	3 Years	2 Years
54		AI Solution Architect	Q5	5 Years	3 Years
55	Emerging Technology Specialist (Blockchain, IoT, Quantum Computing etc.)	Emerging Technology Specialist (Blockchain, IoT, Quantum Computing etc.)	Q1/Q5	2 Years	1 Year
56		Senior Emerging Technology Specialist (Blockchain, IoT, Quantum Computing etc.)	Q1/Q5	4 Years	3 Years

Category 5: IT Support, Domain Expertise & Specialized Professional Services

#	Profile Group	Profile Title	Qual. Code	Tier-I Min. Experience	Tier-II Min. Experience
57		IT Support / Helpdesk	Q2	1 Year	0–1 Year
58		Content Management / Document Writer	Q2	2 Years	1 Year

59	Domain Expert	Junior Domain Expert	Q1	2 Years	0–1 Year
60		Domain Expert	Q1	4 Years	3 Years
61		Senior Domain Expert	Q1	6 Years	5 Years
62		Civil Engineer	Q7	3 Years	1 Year
63		Electrical Engineer / Electronics Engineer	Q8	3 Years	1 Year
64		Chartered Accountant	Q10	3 Years	1 Year
65		Finance Expert	Q9	3 Years	1 Year

The Selected Agency shall propose only resources meeting the applicable minimum qualification and experience. Resources having higher experience may be proposed; however, for contractual and billing purposes, the resource shall be considered against the profile for which he/she is selected.

4.4 Mode of Execution

RISL may issue Work Orders to the empaneled agencies for its own requirements or for projects undertaken on behalf of its client/user departments. The work may be awarded under either **Time & Material (T&M)** or **Fixed Price Project (FPP)** mode, as specified in the respective Terms of Reference (TOR).

a. **Time & Material (T&M)**

Under the T&M mode, services shall be provided through deployment of technical resources on a **man-month basis**, as per the scope and requirements specified in the TOR.

This mode may be adopted for projects where requirements are dynamic, resource requirements may vary, or the complete scope and milestones cannot be precisely determined in advance.

The agency shall be selected from among the empaneled agencies based on the selection criteria specified in the respective TOR, which may include relevant experience, availability and suitability of proposed resources, resource interaction/interview, and other project-specific requirements.

Resources may be deployed at locations specified by RISL/User Department. Any tools, software, infrastructure or other material required for the assignment may be procured separately or as specified in the TOR.

b. Fixed Price Project (FPP)

FPP mode may be adopted where the scope of work, deliverables, milestones and timelines are clearly defined**.**

For each requirement, RISL shall circulate a TOR among the eligible empaneled agencies specifying the scope of work, deliverables, milestones, timelines, selection criteria, payment terms and other project-specific requirements.

The selected agency shall be responsible for completing the project and achieving the agreed deliverables/milestones in accordance with the TOR and Work Order. The engagement may follow an onsite, offsite or hybrid delivery model**,** as specified in the TOR.

Payments shall be linked to the achievement and acceptance of milestones/deliverables specified in the TOR. Payment shall be released upon acceptance/certification of the respective milestone by RISL/User Department or the designated project-specific committee.

Any change in scope or deliverables shall be handled through the change request mechanism specified in the TOR/Work Order.

The maximum value of an individual Work Order issued under the Fixed Price Project (FPP) mode shall not exceed the following limits:

Category	Maximum Work Order Value (Inclusive of GST)
Tier-I	₹5 Crore (Indian Rupees Five Crore Only)
Tier-II	₹2 Crore (Indian Rupees Two Crore Only)

The above financial ceilings shall apply to each individual Work Order issued under the respective tier and shall be **inclusive of all applicable taxes, including Goods and Services Tax (GST), duties, levies, and other applicable charges**.

4.5 Deployment of Personnel / Resources

4.5.1 The Selected Agency shall deploy qualified and experienced personnel having the requisite skills, qualifications and experience as specified in the respective TOR/Work Order/RFP.

4.5.2 RISL/User Department may conduct interaction/interview and approve the resources proposed by the Selected Agency prior to deployment.

4.5.3 Only resources approved by RISL/User Department shall be deployed. The deployed resource shall be a full-time employee of the Selected Agency and shall remain on its payroll during the period of deployment.

4.5.4 The Selected Agency shall deploy the approved resources within four (04) weeks from the date of Work Order. For requirements involving large-scale deployment or deployment across multiple locations, RISL/User Department may approve a reasonable extension of the deployment timeline.

4.5.5 The Selected Agency shall bear all costs associated with deployment of its personnel, including travel and other incidental expenses, unless otherwise specified in the TOR/Work Order.

4.5.6 The deployed resources shall perform the assigned work under the overall supervision of RISL/User Department. The Selected Agency shall remain responsible for the performance, conduct and quality of services rendered by its personnel.

4.5.7 RISL/User Department may require replacement of any resource on account of unsatisfactory performance, lack of requisite skills, misconduct, conflict of interest, security concerns or any other reasonable project-related ground.

4.5.8 Background Verification: The Selected Agency shall conduct appropriate background verification of every resource prior to deployment, including verification of identity/date of birth, educational qualifications, employment/experience and antecedents/police verification, wherever required. An HR undertaking confirming such verification shall be submitted at the time of deployment. Supporting records shall be maintained by the Selected Agency and produced to RISL/User Department whenever sought.

4.5.9 Confidentiality and Data Protection: The Selected Agency shall ensure that appropriate confidentiality/NDA obligations are executed with every deployed resource prior to deployment and shall be responsible for maintaining confidentiality, privacy and security of project information and data in accordance with the applicable laws and contractual requirements.

4.5.10 The Selected Agency shall be responsible for the acts and omissions of its deployed personnel in connection with the assignment and shall comply with applicable laws, including applicable

information technology, data protection, labour and other statutory requirements.

4.5.11 RISL/User Department shall ordinarily provide the required seating space, desktop/laptop and connectivity for onsite deployment, unless otherwise specified in the TOR/Work Order. Resources may be required to work from different locations based on project requirements.

4.5.12 A resource shall be proposed through only one empaneled firm against a particular TOR. In case the same resource is proposed by multiple firms, the Purchaser may seek consent/supporting documents from the concerned firms/resource for verification. The proposal supported by valid prior consent of the resource shall be considered. Any firm proposing a resource without valid consent or through misrepresentation shall be liable for rejection of its proposal for the particular TOR.

4.5.13 The Selected Agency may propose resources having experience higher than the minimum experience specified for a profile. However, for contractual and billing purposes, such resource shall be considered against the profile/category for which he/she has been selected, and the applicable MMR of that profile/category shall apply.

4.5.14 In case of execution under Time & Material (T&M) mode, the deployed resource shall be entitled to receive a Minimum Assured Fixed Monthly Remuneration equivalent to 70% of the applicable Monthly Manpower Rate (MMR).

For the purpose of compliance, Minimum Assured Fixed Monthly Remuneration shall mean the fixed monthly remuneration actually paid/credited to the resource together with employee-side statutory deductions actually deposited with the concerned authorities, wherever applicable**.**

The prescribed minimum remuneration shall not include any variable, conditional or deferred component, including performance bonus, incentive, retention bonus, annual bonus, ex-gratia or any other payment linked to future performance, continued employment or completion of a specified period.

Where the payable MMR for a resource is proportionately reduced due to excess/unpaid leave or unauthorized absence, the Minimum Assured Fixed Monthly Remuneration shall be calculated at 70% of the proportionately payable MMR for the respective month. No reduction shall be permitted for leaves admissible under the Contract.

The Selected Agency shall submit a resource-wise salary slip/pay statement indicating fixed remuneration and applicable deductions, duly verified/acknowledged by the deployed resource, as evidence of compliance.

4.5.15 Employment Relationship & Project-Linked Deployment

The personnel deployed under the Contract shall remain employees/personnel of the Selected Agency. Their deployment shall be project-specific, requirement-based and linked to the relevant Work Order/Project and shall not, by itself, create any employer-employee relationship with RISL/User Department. The deployment may cease upon expiry, completion, termination, foreclosure or cancellation of the Work Order/Contract or discontinuation/reduction of the requirement.

4.5.16 No Right to Continuation/Absorption and Resource Undertaking

Deployment shall not, by itself, confer upon any deployed resource any contractual right against

RISL/User Department for continuation or extension of deployment, absorption, regularization, appointment to any regular/sanctioned post, continuation with a successor agency or preference in future recruitment. The Selected Agency shall obtain and submit, prior to deployment, an undertaking to this effect duly signed by each deployed resource, along with an employment certificate issued by its authorized HR representative. Nothing herein shall prejudice rights available under applicable law.

4.5.17 Employment Claims / Court Proceedings

Any employment-related claim, dispute or proceeding initiated by deployed personnel against or involving RISL/User Department shall be handled and contested by the Selected Agency, at its own cost, before the competent authority, court or tribunal, including providing all necessary assistance, records and representation. Where, pursuant to any interim or final order/direction of a competent authority, court or tribunal, RISL/User Department is required to continue or reinstate any deployed resource, the Selected Agency shall continue to be responsible for the salary/wages/remuneration, statutory dues and other applicable employment costs of such resource during the period of such continuation/reinstatement. No invoice, MMR or other charges in respect of such continued/reinstated deployment shall be payable by RISL/User Department during such period, unless specifically directed otherwise by the competent authority, court or tribunal. The Selected Agency shall indemnify RISL/User Department against liabilities arising from labour Laws/statutory or contractual defaults attributable to the Selected Agency, subject to applicable law.

4.5.18 The empanelled agency shall ordinarily deploy the required manpower/resources through its own arrangements in accordance with the terms and conditions of the RFP and the respective Work Order. However, in cases of urgent project requirements, exigencies, or other exceptional circumstances, where the empanelled agency is unable to arrange or deploy the required manpower/resources within the stipulated timeline, the agency may be permitted to engage manpower/resources through a Term Lease Agreement (TLA) with a Service Provider / Manpower or Resource Provider / Partner Agency, **subject to prior written approval of RISL or the concerned procuring entity, as applicable.** Such arrangements shall be permitted only for the specified manpower/resources and approved tenure. The empanelled agency shall remain solely responsible for the deployment, performance, quality of services, statutory compliances, payment obligations, confidentiality, and adherence to all terms and conditions of the RFP and respective Work Order. The TLA arrangement shall not relieve the empanelled agency of any contractual obligations or liabilities towards RISL or the concerned procuring entity.

4.6 Replacement of Personnel

4.6.1 RISL/User Department shall have the right to seek replacement of any deployed resource on account of unsatisfactory performance, inadequate skills/experience, misconduct, conflict of interest, security concerns or any other reasonable project-related ground. The replacement resource shall have equivalent or higher qualifications and experience and shall be subject to approval of RISL/User Department.

4.6.2 In case of planned separation/resignation of a deployed resource, the Selected Agency shall inform RISL/User Department in advance and initiate the replacement and handover process to ensure continuity of services.

4.6.3 The replacement resource shall be approved by RISL/User Department before commencement of the handover/overlap period. No additional payment shall be made by RISL/User Department for such overlap.

4.6.4 A minimum notice period of 30 days shall be maintained for planned replacement/separation, with at least 7 days of overlap between the outgoing and incoming resource. The handover shall be properly documented and acknowledged by RISL/User Department and the Selected Agency. The cost of the overlap period shall be borne by the Selected Agency.

4.6.5 Where replacement becomes necessary due to circumstances beyond the reasonable control of the Selected Agency, RISL/User Department may consider relaxation of the notice/overlap requirement on a case-to-case basis.

4.6.6 The applicable MMR for the replacement resource shall not exceed the MMR applicable to the profile/category of the resource being replaced.

4.6.7 All costs arising from removal, replacement, travel, handover and overlap of resources shall be borne by the Selected Agency.

4.6.8 Failure to provide a suitable replacement within the prescribed timeline shall attract the applicable penalty and/or other action as specified under the RFP.

4.7 Release/Replacement Request by the Selected Agency

4.7.1 **The Selected** Agency shall not withdraw, release or replace any deployed resource without prior approval of RISL/User Department. Any such request shall be submitted with appropriate justification and a suitable replacement arrangement to ensure continuity of services. In case agency replace any deployed resource, the Agency shall ensure immediate deployment of a suitable replacement resource. In the event of failure to deploy a suitable resource immediately, the period of non-deployment shall attract penalty as per the applicable provisions of the RFP relating to non-deployment of resources.

4.8 Other Conditions

4.8.1 Leave Entitlement: Each deployed resource shall be entitled to six (06) days of leave per quarter, subject to a maximum of 24 days in a year. For deployment of half a month, one (01) day of leave shall be admissible. Unutilized leave shall not be carried forward beyond the respective quarter. Excess/unpaid leave or unauthorized absence shall be adjusted proportionately from the payable MMR in accordance with the RFP.

Notwithstanding the above, the Officer-in-Charge (OIC) may, based on project requirements, urgency of work, or administrative exigencies, require any deployed resource to attend office or perform assigned duties on Saturdays, Sundays, Gazetted Holidays, or other non-working days. The deployed resources shall comply with such directions as and when required. No additional remuneration, overtime payment, compensatory leave, additional leave entitlement, or any other financial benefit shall be admissible for duties performed on such days. The cost of such deployment shall be deemed to be included in the agreed contractual Monthly Manpower Rate (MMR).

4.8.2 **Exit Management:** Upon replacement, release or closure of the project/engagement, the Selected Agency/resource shall complete the handover and return/transfer, as applicable:

a) all information and documents relating to the services rendered;
b) project documentation and material relating to Intellectual Property Rights;

c) project data, credentials and confidential information;
d) records, documents, agreements and other information required for continuity/transition of services; and
e) All assets belonging to RISL/User Department, including laptops, desktops, storage devices or any other equipment issued to the resource.

The exit/handover process shall be completed to the satisfaction of RISL/User Department and appropriately documented.

4.9 Payment Schedule

a) Payments to the successful/selected bidder shall be made on the services provided by the Selected Agency as per the Scope of Work mentioned under the RFP/ Contract signed between the Selected Agency and the Purchaser.

b) The Payment shall be released by the Purchaser as per the terms and conditions laid out in the contract issued by RISL or user department.

c) The payment will be made on the basis of timely submission of deliverables as detailed under:

#	Deliverable / Document	Timeline	Applicable On
i	Performance Security Deposit (PSD) @ 5% of Work Order Value	Within 30 days from Work Order date	First payment
ii	Verified resume, HR undertaking confirming eligibility/experience and NDA	At deployment / replacement	Payment period in which deployment/replacement occurs
iii	Satisfactory Performance Report of each resource for each month of respective Quarter	Every Quarter	All T&M payments
iv	Resource-wise salary slip/pay statement duly verified/acknowledged by deployed resource	With applicable invoice	All T&M payments
v	Quarterly Invoice (T&M) / Milestone-based Invoice (FPP)	Quarterly for T&M / after milestone acceptance for FPP	All payments
vi	Project Continuity / Closure Document	At replacement / project closure	Relevant payment period / final payment

4.10 Service Level Standards / Requirements / Agreement

a) The Service Level Agreement (SLA) defines the minimum service levels to be maintained by the Selected Agency during execution of the Work Order. The SLA shall be applicable from the effective date of the Work Order until completion/closure of the respective engagement.
b) The Selected Agency shall comply with the following service levels. In case of non-compliance, the Purchaser may levy penalties as specified below:

#	Service	Expected Service Level	Penalty in Case of Default
1	Initial Deployment of Resource or replacement by OIC	Approved resource shall be deployed within 4 weeks from the date of Work Order or date of replacement request by concerned OIC.	Penalty per Resource = No. of days of delay × (Applicable MMR ÷ No. of days in the respective month).
2	Replacement at the request of Selected	No resource shall ordinarily be replaced/withdrawn within 3	100% of the MMR of the concerned resource for **one (1) month only** shall

	Agency / separation of resource	months of deployment	be applicable.
3	Replacement & Continuity of Services	30 days' advance notice and minimum 7 days' overlap between outgoing and incoming resources shall be ensured. Handover shall be duly documented.	INR 50,000 per breach for non-compliance with notice/overlap requirement.
4	Submission of Mandatory Documents / Deliverables - T&M	Documents/deliverables required under the Payment Schedule shall be submitted within the prescribed timeline.	0.1% of the work order value per day of delay, subject to the overall penalty cap. **Only applicable on clause C(i) and C(ii) of Payment Schedule.**
5	Unauthorized / Wilful Absence	Admissible leave as per the RFP.	MMR for the period of unauthorized absence shall not be payable. In case of wilful/unauthorized absence, an additional penalty equivalent to **half-day MMR (50% of the per-day MMR)** for each day of absence may be levied.
6	Minimum Assured Fixed Monthly Remuneration - T&M	Minimum remuneration equivalent to 70% of the payable MMR shall be paid to the deployed resource in accordance with the applicable RFP clause.	In case of short payment, withholding, deferment or non-payment, penalty equivalent to 100% of the payable MMR of the concerned resource for the respective month.
7	FPP - Delay in Milestone / Deliverable	Milestones/deliverables shall be completed within the timelines specified in the Work Order.	As defined in respective TOR

c) For the purpose of calculation of all penalties under this RFP/Contract, the applicable MMR, invoice value or Work Order value, as the case may be, shall be considered exclusive of GST.

d) The penalty percentages applicable for violation of Service Levels are specified in the table above. In any case, the maximum penalty for any given quarter shall not exceed 10% of the work order value

e) Any proportionate reduction/non-payment of MMR for the period during which a resource was not deployed or remained absent shall be treated as adjustment of payment and not as a penalty for the purpose of calculating the above 10% penalty cap.

f) Where the Selected Agency repeatedly fails to comply with the prescribed service levels or reaches the maximum penalty limit, RISL/User Department may issue notice for corrective action and, in case of continued default or material breach, may take action including termination of the Work Order and/or other action available under the RFP/Contract.

g) RISL/User Department may invoke the Performance Security in accordance with the applicable provisions of the RFP/Contract in case of termination or any other event permitting such invocation.

5. INSTRUCTION TO BIDDERS (ITB)

1) Bid Security

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

a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

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

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

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

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

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

g) The bid security of unsuccessful bidders shall be refunded soon after completing the bid process.

h) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

- **a.** when the bidder withdraws or modifies its bid after opening of bids;
- **b.** when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
- **c.** when the bidder fails to commence the services or execute work as per supply/ work order within the time specified;
- **d.** when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- **e.** If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

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

j) No interest shall be payable on the bid security.

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

- **a.** the expiry of validity of bid security;
- **b.** the execution of agreement for procurement and performance security is furnished by the successful bidder;
- **c.** the cancellation of the procurement process; or
- **d.** The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

2) Sale of Bidding/ Tender Documents

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

3) Pre-bid Meeting/ Clarifications

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

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

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

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

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

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

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

f) Bidders need to submit pre-bid queries in a prescribed format (Annexure-2)

4) Changes in the Bidding Document

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

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

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

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

5) 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.

6) Format and Signing of Bids

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

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

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

- **a.** Technical Bid, including fee details, eligibility& technical documents
- **b.** Financial Bid

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

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorization Certificate along with copy of PoA / Board resolution stating that Auth. Signatory can sign the bid / contract on behalf of the firm.	As per Annexure-4 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
6.	Covering Letter- Technical Bid	On bidder's letter head duly signed by authorized signatory (PDF)
7.	Certificate of Conformity/ No Deviation	As per Annexure-6 (PDF)
8.	All the documents mentioned in the "Technical Evaluation Criteria", in support of the Technical Documents	All the necessary documents required in Technical Evaluation Criteria (PDF)

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-7 (PDF)
2.	Financial Bid– Format	As per BoQ (.XLS) format available on e-Procurement portal

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

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.

8) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

9) Deadline for the submission of Bids

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

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

10) Withdrawal, Substitution, and Modification of Bids

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

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

11) Opening of Bids

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

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

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

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

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

- **a.** bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- **b.** bid is valid for the period, specified in the bidding document;
- **c.** bid is unconditional and the bidder has agreed to give the required performance security; and
- **d.** Other conditions, as specified in the bidding document are fulfilled.
- **e.** Any other information which the committee may consider appropriate.

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

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

12) Selection Method

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

13) Clarification of Bids

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

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

c) No 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.

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- **a.** The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- **b.** A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

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

c. A material deviation, reservation, or omission is one that,
   i. if accepted, shall:-
      1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
   ii. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

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

e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

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, 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) Tabulation of Technical Bids

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

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

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

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

15) Evaluation & Tabulation of Financial Bids

Subject to the provisions of "Acceptance of Successful Bid and Award of Contract" below, the Procuring

Entity shall take the following actions for evaluation of Financial Bids:

a. For a two-part/two-cover Bid system, the Financial Bids of the Bidders who qualify in the Technical Evaluation shall be opened online at the notified date and time 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 Financial Bids shall be similar to that of Technical Bids.

c. The names of the Bidders, the rates quoted by them and conditions, if any, shall be read out and recorded.

d. Conditional Financial Bids shall be liable to rejection.

e. The Commercial Evaluation shall be carried out by applying the following Multiplication Factors:

Item/Category Group	Commercial Unit	Multiplication Factor
1. Application Development, UI/UX & Software Testing	Rs. per Man-Month	5
2. Technical Architecture, Project Management & Business Analysis	Rs. per Man-Month	4
3. IT Infrastructure, Cloud, Networking & Cyber Security	Rs. per Man-Month	3
4. Data Analytics, Artificial Intelligence & Emerging Technologies	Rs. per Man-Month	2
5. IT Support, Domain Expertise & Specialized Professional Services	Rs. per Man-Month	1

f. The calculation for weighted average value shall be based on the following formula: Σ(Rate for each Item * Multiplication factor)/Total profiles.

g. The 'Least Rate' will be calculated on the basis of minimum weighted rate per man month (each profile) across rates quoted by all qualified bidders.

h. The quoted MMRs shall also be reasonable and justifiable with reference to prevailing market rates, estimated rates, experience requirements and nature of services. Any rate which is abnormally low/high, does not maintain the profile hierarchy, or otherwise appears artificial, distorted or commercially unjustifiable may be treated as an "Unnatural Rate."

The Bid Evaluation Committee may seek clarification/justification from the Bidder without permitting any revision of the originally quoted rates. If the justification is not found satisfactory and any quoted MMR is determined to be an Unnatural Rate, the entire Financial Bid of such Bidder shall be disqualified. None of the rates quoted by such Bidder shall be considered for determination of the Least Rate or financial ranking, and such Bidder shall not be considered for rate matching, empanelment or any subsequent stage of the Financial Evaluation.

i. The prices quoted by the Bidder shall include all costs and all applicable taxes/duties except GST, as applicable under the laws of the Central Government/State Government/Local Authorities. The evaluation criteria specified in the Bidding Document shall only be applied.

j. The responsive Financial Bids shall be ranked as L1, L2, L3 and so on in ascending order of the Weighted Commercial Evaluation Value. The Bid Evaluation Committee shall prepare a comparative statement in tabular form, in accordance with the applicable rules, along with its report on evaluation of Financial Bids.

k. If more than seven (7) Bidders qualify after Financial Evaluation, the top seven (7) Bidders, in ascending order of financial ranking, shall initially be allowed to match the Least Rates across

all profile.

l. If any Bidder covered under clause (k) refuses or fails to match the Least Rates across all profile, the opportunity shall be extended sequentially to the next qualified and responsive Bidder in ascending order of financial ranking. Normally, the total number of agencies for empanelment and Rate Contract shall not exceed seven (7), subject to the provision relating to tie under clause (o).

m. If seven (7) or fewer Bidders qualify after Financial Evaluation, all such Bidders shall be allowed to match the Least Rates across all Profiles.

n. Bidders meeting the criteria under clauses (k), (l) and (m), as applicable, and agreeing to match and accept the Least Rates across all Profiles shall be eligible for empanelment and Rate Contract by RISL, subject to fulfilment of the other terms and conditions of the Bidding Document.

o. In case of a tie between agencies for being allowed to match the 'Least Rate' across all Profiles or for being eligible for empanelment, all agencies involved in such tie shall be eligible for the subsequent proceedings. In such case, the number of agencies for empanelment and Rate Contract may exceed seven (7). The final decision in this regard shall rest with RISL.

p. It shall be ensured that the rates recommended for acceptance are reasonable and justifiable with reference to prevailing market rates for the services required to be procured.

q. The Bidder shall mandatorily quote an MMR for each applicable Profile rate entry specified in the Financial Bid/BOQ. Failure to quote a valid rate against any mandatory rate entry shall render the Financial Bid liable to rejection.

16) Correction of Arithmetic Errors in Financial Bids

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

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

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

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

17) Negotiations

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

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

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

d. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after

recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

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

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

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

18) Exclusion of Bids/ Disqualification

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

a. the bidder submits bid for both tier 1 and tier 2 empanelment

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

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

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

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

f. 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;

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

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

a. communicated to the concerned bidder in writing;

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

19) Lack of competition

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

a. the Bid is technically qualified;
b. the price quoted by the bidder is assessed to be reasonable;
c. the Bid is unconditional and complete in all respects;
d. there are no obvious indicators of cartelization amongst bidders; and
e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

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

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

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

20) 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 bidders in the bidding document for the subject matter of procurement.

f) Prior to the expiry bid validity period, 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 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.

21) 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.

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

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

23) Right to vary quantity

a) 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, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.

b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -

- **a.** 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- **b.** 50% of the value of goods or services of the original contract.

24) Performance Security

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

b) Each bidder must deposit a Performance Security Deposit (PSD) of ₹5,00,000 (Rupees Five Lakh) at the time of signing the contract. Note: This PSD will neither be adjusted nor refunded during the empanelment period. Additionally, bidders are required to submit 5% of the work order value as performance security for each work order

c) If an empaneled agency fails to submit proposals against five time continuous presentations, their PBG will be forfeited. The bidder will only be eligible for future presentations after submitting a new PBG.

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

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

e) Performance security furnished in the form specified in clause [c.] above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder,

including warranty obligations and maintenance and defect liability period if any.

f) 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 satisfactorily complete work/ provide services as per scope of tender/ RFP.
- **c.** If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

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

h) No interest shall be payable on the PSD.

i) 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.

25) Execution of agreement

a) A procurement contract shall come into force from the date on which the contract/ agreement is signed.

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 dispatched 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.

26) Confidentiality

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

- **a.** impede enforcement of any law;
- **b.** affect the security or strategic interests of India;
- **c.** affect the intellectual property rights or legitimate commercial interests of bidders;
- **d.** Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

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

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

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

27) Cancellation of procurement process

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

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

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

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

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

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

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

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

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

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

28) Code of Integrity for Bidders

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

b) The code of integrity includes provisions for: -

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

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

iv. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

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

vi. 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 Govt 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.

29) Conflict of Interest

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

a) they have controlling partners in common;

b) they receive or have received any direct or indirect subsidy from any of them;

c) they have the same legal representative for purposes of the bid;

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

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

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

30) 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.

31) Appeals

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

- **a.** Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
- **b.** Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

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

c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (b) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.

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

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:

- Secretary/ Principal Secretary, IT&C, Govt. of Rajasthan
- Secretary, Finance (Budget) Department, Govt. of Rajasthan

f) Form of Appeal:

- **a.** Every appeal under (a) and (c) above shall be as per Annexure-12 along with as many copies as there are respondents in the appeal.
- **b.** Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- **c.** Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

g) Fee for Appeal: Fee for filing appeal:

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

h) Procedure for disposal of appeal:

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

i. hear all the parties to appeal present before him; and
ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

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

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

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

32) 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.

33) 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.

34) Offenses by Firms/ Companies

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

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

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

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

35) Debarment from Bidding

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

- **a.** under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- **b.** under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

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

d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of above (a&b) points for 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.

36) 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/ or 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/or service is to be obtained continuously or is batched. If the entire quantity of goods and/or service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

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

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

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

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

37) Verification of Eligibility Documents by RISL

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

38) Price fall

a) If the bidder i.e. rate contract holder quotes/ reduces its price to render similar services at a price lower than the rate contract price at similar conditions 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 the rate contract and the rate contract shall be amended accordingly.

b) 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 (15) 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.

c) The bidder, for compliance of the (a) above, shall furnish an undertaking to the Purchaser along with each bill for payment for supplies made against the Rate Contract.

39) Issuance of Work Order under Rate Contract

a) The procedure for issuance of Work Order to empaneled and rate contract firms shall be defined in Administrative Order to be issued by RISL. However, the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from RISL.

b) Work order will be issued for the period of up-to 2 Years, SLA will be applicable till the entire duration of work order.

c) Work order issued during the empanelment period will remain valid till the validity of agreement/contract.

40) General Instructions

Anything that is not mentioned/ covered explicitly in the RFP shall be governed by RTPP Act, 2012 and Rules there to.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

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

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

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

d) "Day" means a calendar day.

e) "Man-Month" means one resource working for 1 month (Calendar working days as per GoR).

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

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

h) "Goods" means all of the services that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

i) "Purchaser" means the entity purchasing services, as specified in the bidding document.

j) The "Services" means IT-Manpower Services to be provided to the Purchaser under the Contract

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

l) "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/ Services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.

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

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

o) "IPR (Intellectual Property Rights)" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.

p) **Term Lease Agreement (TLA):** Term Lease Agreement (TLA) means an arrangement/agreement entered into between an empanelled firm and a Service Provider / Manpower or Resource Provider / Partner Agency for providing specified manpower/resources/personnel for a defined

tenure against the requirements of a project. TLA may be permitted only in cases of **urgent project requirements, exigencies, or other exceptional circumstances**, where the empanelled firm is unable to arrange or provide the required manpower/resources within the stipulated timeline, **subject to prior written approval of RISL or the concerned procuring entity, as applicable.**

Note: The bidder shall be deemed to have carefully examined the conditions, etc. of the RFP/ contract and the services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the scope or services to be rendered, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) **Contract Documents**

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

2) **Interpretation**

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

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

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

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

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

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

3) **Language**

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

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

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

Consortium, Joint Venture is not allowed under this RFP

5) **Eligible Services**

a) For purposes of this Clause, the term "services" includes IT services as mentioned in section 4 (scope of work) to be provided to the Purchaser under the Contract

6) **Service of Notice, Documents & Orders**

A. A notice, document or order shall be deemed to be served on any individual by -

a) delivering it to the person personally; or

b) leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;

c) On a body corporate by leaving, it at, or sending it by post to, the registered office of the body corporate.

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

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

7) **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.

8) **Scope of Services**

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

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

9) **Delivery of Services**

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

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

c) The Supplier/ Selected Bidder shall arrange to deliver the services/ deploy the resources at various departments and/ or their offices/ locations mentioned in the PO/ WO.

Shifting the place of deployment: The user will be free to shift the place of deployment of resources for the said services within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, including transportation, in relocating the resources.

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

The Supplier/ Selected Bidder shall deliver services included in the scope of work (but not limited to) in accordance with the provisions of bidding document and/ or contract.

11) **Purchaser's Responsibilities**

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

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

12) **Contract Price**

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

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

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

a) Recovery of penalties, etc shall be made ordinarily from bills.

b) The Purchase Officer shall withhold amount to the extent of short supply, or for delay in supply of services/ deliverables 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 tendering authority for this tender.

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.

14) **Taxes & Duties**

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

b) For services 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 services 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 services to the Purchaser.

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

15) **Copyright**

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

16) **Term Lease Agreement**

Term Lease Agreement is allowed under this RFP with prior approval of purchaser; in case of exigencies and non-availability of resource.

17) **Confidential Information**

a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings,

documents, data, or other information furnished directly or indirectly (including hard and soft copies) 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 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 during the course of agreement and after three years of completion or termination, for whatever reason, of the contract.

18) **Insurance**

a) The Purchaser shall not be liable for or in respect of any damages or compensation payable to any personnel provided to the Purchaser by Selected Agency other than the death or injury resulting from any act or default of the Purchaser. The Selected Agency undertakes to indemnify and keep indemnified the Purchaser against all such damages and compensation and against all such claims proceedings, damages, costs, charges and expenses (including reasonable legal costs) whatsoever in respect thereof or in relation thereto

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

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

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

c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the

bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

20) **Payments**

a) Advance Payment will not be made.

b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with General Financial and Accounts Rules (G.F.& A.R) all remittance charges will be borne by the bidder.

c) In case of disputed items, the amount of disputer items shall be withheld and will be paid on settlement of the dispute.

d) Any Official travel to be undertaken for project work as directed by the Purchaser will be borne by the Purchaser.

e) It is the clear understanding of the Selected Agency that the complete scope as defined or as may be required for the intended objective is included in the Rates by profile. No extra payment apart from the quoted Rate by profile will be made in order to achieve the intended objectives. Reasons like, Selected Agency having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.

f) No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

21) **Legal**

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

22) **Indemnity**

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

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

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

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

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

name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

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

23) **Limitation of Liability**

Except in cases of gross negligence or willful misconduct: -

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

b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

24) **Force Majeure**

a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

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

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

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

25) **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. Profile of Personnel required;
ii. the place of deployment; and
iii. the scope of services to be provided by the supplier/ selected bidder in terms of DPR, Bid Management, Project Management, etc.

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.

d) Procedure of change Order: -

a. Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser.
b. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
c. In either of the two cases as explained in a. and b. above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.
d. If it is mutually agreed that such requirement constitutes a "Change Order" then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.
e. If Purchaser accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.
f. In case, mutual Agreement under Clause d. above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated considering the records kept in accordance with the Contract?
g. The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the
h. Change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the DOI&C, GOR.

26) **Duration of the Project/ Contract:**

a) The term under this Contract will be for a period of 24 months as per RTTP Rules/ Act with the mutual consent of both parties.

b) If required by the Purchaser, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser.

c) The Purchaser shall reserve the sole right to grant any extension to the term above mentioned and shall notify in writing to the Selected Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.

d) Where the Purchaser is of the view that no further extension of the term be granted to the Selected Agency, the Purchaser shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until the day of expiry of contract.

27) **Termination**

a) Termination for Default

i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
   a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
   b. 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
   c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
   d. If the supplier/ selected bidder commits breach of any condition of the contract.

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

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

iv. As on effective date of termination, Tendering Authority shall pay:
   a. The unpaid value of all the assets/ services supplied by the bidders and accepted by the purchaser in accordance with the tender document.
   b. All the services delivered by the bidder and accepted by the purchaser; the consideration payable shall be based on services rate as per agreement.

b) Termination for Insolvency

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

c) Termination for Convenience

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

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 services that are complete and ready for deployment/ delivery 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 services, the Purchaser may elect:
   a. To have any portion completed and delivered at the Contract terms and prices; and/or
   b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Services Or and for materials and parts previously procured by the supplier/ selected bidder.

iv. As on effective date of termination, Tendering Authority shall pay:
   a. The unpaid value of all the assets/ services supplied by the bidders and accepted by the purchaser in accordance with the tender document.
   b. All the services delivered by the bidder and accepted by the purchaser; the consideration payable shall be based on services rate as per agreement.

28) **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 a 45 days period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
   ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
   iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide RISL or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
   iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
      a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, 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/ Line Departments 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/ Line Departments. Supplied software & documents etc., used by selected bidder for RISL/ Line Departments shall be the legal properties of RISL/Line Departments.

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, 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

iii. 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).

iv. 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
   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.
   i. 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 SOW.
   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/ designated departments 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, handholding and knowledge transfer

i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL or Line Departments (if any) in the last 45 days of the project duration.

ii. The selected bidder shall hold operational hand-holding sessions on the developed mobile applications with the designated officers/ staff members, so that RISL or line departments (if any) can continue with the applications even after selected bidder exits the project.

25 Source Code and Intellectual Property Rights (IPR)

a) 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/ DoIT&C 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.

b) 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/ DoIT&C.

c) 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/ DoIT&C during and after the completion of the contract period.

d) 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/ DoIT&C in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only on the compliance of same.

e) 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/ DoIT&C

ANNEXURE-1: FORMAT OF COVER LETTER OF THE BID

To

The Managing Director,

Raj COMP Info Services Limited (RISL),

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

Subject: Selection of Agencies (Empanelment and Rate Contract) for Providing IT/ITes/Software Development Services for Government of Rajasthan

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

Dear Sir,

Having examined the Tender, we, the undersigned, offer to propose for providing our bid for empanelment and rate contract for engagement of IT/ITes/Software Development services for Government of Rajasthan, in full conformity with the Letter of requirement.

We have read the provisions & confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.

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

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

Our correspondence details with regards to this Tender are:

S. No.	Information	Details
1	Name of Bidder	
2	Address of Bidder	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this Tender	
4	Telephone no. of contact person:	
5	Mobile no. of contact person:	
6	Fax no. of contact person:	
7	E-mail address of contact person:	

We hereby declare that our Bid response is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[BIDDER'S NAME]

Name

Title

Signature

Date

ANNEXURE-2: FORMAT OF PRE-BID QUERIES

{To be filled by the bidder}

Name of the Company/Firm: _____

_____

Bidding Document Fee Receipt No. _____Dated_____for Rs.

_____/- Name of Person(s) Representing the

Company/ Firm:

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

ANNEXURE-3: FORMAT OF TENDER FORM

[Reference No. …… Dated.....]

Addressed To:

Name of the Tendering Authority	Managing Director Raj COMP Info Services Limited (RISL)
Address	First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan
Telephone	0141-2922304, 2928217
Fax	

Details of Firm

Name of Firm				
Name of Contact Person with designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm, Put Tick () mark	Public Limited	Public Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address / Website	Email:		Website:	
Fax. No.				
Mobile Number	Mobile:			
Certification / Accreditation / Affiliation, if any				

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

Date: _____

Name & Seal the firm: _____

Authorized Signatory _____

ANNEXURE-4: FORMAT OF BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

{Procuring entity},

_____,

_____,

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

Thanking you,

Name of the Bidder: - Verified Signature:

Authorised Signatory: - Seal of the Organization: -

Date: _____ Place: _____

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

ANNEXURE-5: FORMAT OF SELF-DECLARATION FORM

{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 Govt. entity in India during the last three years
e) does not have any debarment by any other Govt. procuring entity in India at the time of bid submission
f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
h) Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
i) Will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-6: FORMAT OF CONFORMITY/ NO DEVIATION CERTIFICATE

{To be filled by the bidder}

To,

{Procuring Entity},

_____,

CERTIFICATE

Reference NIB No._____dated _____,

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

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

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the execution of the scope of services as mentioned in chapter 4 of RFP, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-7: FORMAT OF FINANCIAL BID COVER LETTER

{To be submitted by the bidder on his Letter head}

To,

{Procuring Entity},

_____,

Reference: NIB No. :_____Dated:_____

Dear Sir,

1. I/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/ services as mentioned in the Scope of the work, Bill of Material, Service Level Standards & in conformity with the said bidding document for the same.
2. I / We undertake that the prices are in conformity with the services 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).
3. I / We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the schedule of Requirements.
4. 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.
5. 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.
6. 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.
7. 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.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized

Signatory

Name:

Designation:

ANNEXURE- 8: FORMAT FOR PRIOR REGISTRATION CERTIFICATE FOR PUBLIC PROCUREMENT

To, {Procuring entity},

_____,

_____,

Reference: NIB No._____dated_(Unique Bid No.:_____)

I {Name/ Designation} have read the Rule 13 of the Rajasthan Transparency in Public Procurement (RTPP) Rules, 2013 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 regarding prior registration with Industries department for bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State.

I certify that this bidder/OEM {Name and address of the bidder} is not from such a country which shares land border with India or with beneficial ownership from such country.

OR

I certify that this bidder/OEM {Name and address of the bidder} from such a country which shares land border with India or with beneficial ownership from such country has been registered with the Competent Authority. Evidence of valid registration by the Competent Authority has been attached herewith.

I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered.

Thanking you,

Name of the Bidder: - Authorized Signatory:

Seal of the Organization: -

Date:

Place:

*Please strikeout which is not applicable

ANNEXURE-9: FORMAT OF FINANCIAL BID

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

• **Tender Inviting Authority: MD, RISL**	
Name of Work: RFP for ""	
Empanelment being applied for: <Tier 1 > or <Tier 2>	
NIT Ref. No.:	
Bidder Name:	

PRICE SCHEDULE (ITEMS)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded on e-Proc 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)

Sl.No.	Resource Description	Multiplication Factor	Man Month Rate (incl. all other Taxes except GST) (in INR)	Applicable GST (In INR @ 18%)	Total Price including GST (In INR.)	Total Weighted Price including GST (In INR.)	Total Weighted Price including GST (In Words)
1	**2**	**3**	**4**	**5**	**6=4+5**	**7=6x3**	**8**
1.	Associate Developer (Scripting / Application / Full Stack)	5					
2.	Developer (Scripting / Application / Full Stack)	5					
3.	Lead Developer (Scripting / Application / Full Stack)	5					
4.	Associate Mobile Application Developer	5					

5.	Mobile Application Developer	5					
6.	Lead Mobile Application Developer	5					
7.	Associate Testing Engineer (Functional / Automation / API / Performance / Load)	5					
8.	Testing Engineer (Functional / Automation / API / Performance / Load)	5					
9.	Low-Code / No-Code / Rapid Application Developer	5					
10.	Senior Low-Code / No-Code / Rapid Application Developer	5					
11.	Associate UI/UX Designer	5					
12.	UI/UX Designer	5					
13.	Lead UI/UX Designer	5					
14.	Technical / Solution Architect	4					
15.	Senior Technical / Solution Architect	4					
16.	Enterprise Architect (Technical)	4					
17.	Quality Manager (Technical)	4					
18.	Senior Quality Manager (Technical)	4					
19.	Project Manager (Technical)	4					
20.	Senior Project Manager (Technical)	4					
21.	Business Analyst	4					

22.	Associate Database Engineer	3					
23.	Database Engineer	3					
24.	Lead Database Engineer	3					
25.	Network Administrator	3					
26.	Network Support Engineer	3					
27.	VC Engineer	3					
28.	System Specialist	3					
29.	Sr. System Specialist	3					
30.	Associate Certified Ethical Hacker	3					
31.	Associate DevOps / CI-CD Engineer	3					
32.	DevOps / CI-CD Engineer	3					
33.	Lead DevOps / CI-CD Engineer	3					
34.	DevSecOps Engineer	3					
35.	Cloud / Platform Engineer	3					
36.	Senior Cloud / Platform Engineer	3					
37.	Cloud Architect	3					
38.	Cyber Security Specialist	3					

39.	Senior Cyber Security Specialist	3					
40.	VAPT / Penetration Testing Specialist/ Ethical Hacking Specialist	3					
41.	Senior VAPT / Penetration Testing Specialist/ Ethical Hacking Specialist	3					
42.	Application Security / Secure Code Review Specialist	3					
43.	Security Architect	3					
44.	Associate Data Engineer	2					
45.	Data Engineer	2					
46.	Senior Data Engineer	2					
47.	Associate BI / Data Analyst	2					
48.	BI / Data Analyst	2					
49.	AI / ML Engineer , Generative AI / LLM Engineer	2					
50.	Senior AI / ML Engineer , Generative AI / LLM Engineer , Senior Generative AI / LLM Engineer	2					
51.	MLOps / LLMOps Engineer	2					
52.	Senior MLOps / LLMOps Engineer	2					
53.	AI QA / Model Evaluation Engineer	2					
54.	AI Solution Architect	2					

55.	Emerging Technology Specialist (Blockchain, IoT, Quantum Computing etc.)	2					
56.	Senior Emerging Technology Specialist (Blockchain, IoT, Quantum Computing etc.)	2					
57.	IT Support / Helpdesk	1					
58.	Content Management / Document Writer	1					
59.	Junior Domain Expert	1					
60.	Domain Expert	1					
61.	Senior Domain Expert	1					
62.	Civil Engineer	1					
63.	Electrical Engineer / Electronics Engineer	1					
64.	Chartered Accountant	1					
65.	Finance Expert	1					

1) Tax rate shall be as per prevailing rates
2) The rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from RISL

ANNEXURE-10 A: FORMAT OF BANK GUARANTEE - BID SECURITY

{To be submitted by the bidder's bank}

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no.

<Please specify> M/s..... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

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

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

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

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

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

whatever amount that may be outstanding or unrealized under the Guarantee.

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

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

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

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

Date …… (Signature) ……

Place …… (Printed Name) …… (Designation) ……

(Bank's common seal) ……

In presence of:

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

(1) ……

(2) ……

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

ANNEXURE-10 B: FORMAT OF BANK GUARANTEE – 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 Nationalized/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

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 order Ref & Project name (hereinafter called "The said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..... (Rupees .....only), we (indicate the name of the Bank), (Hereinafter referred to as "the Bank") at the request of Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs..... (Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs.....(Rupees .....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees ..... only).
3. We (indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s)

or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

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

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

Signature
(Name & Designation)
Bank's Seal
The above performance Guarantee is accepted by the RISL
For and on behalf of the RISL

Signature
(Name & Designation)

ANNEXURE-11: FORMAT OF AGREEMENT (in case of RISL) (Tentative Format)

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

And

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

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order 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.

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

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

1. The NIB Ref. No. _____ dated _____and RFP document dated _____issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. _____dated will duly supply the said articles set forth in "Annexure-9: Resource

Requirement" 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 affected from the date of work order i.e. and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the service delivery period, the recovery shall be made as defined in-Service Level standards/Requirements/Agreement at Chapter 7 of this RFP

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. 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.
iii. Delivery period may be extended with or without penalties if the delay in the supply of goods in on account of hindrances beyond the control of supplier or if RISL find it justified.

6. 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 _____, 2026.

Signed By:	Signed By:
Designation: Company:	(**Authorized Signatory)** RISL
In the presence of:	*In the presence of:*
Designation: Company:	Designation: RISL
Designation: Company:	Designation: RISL

ANNEXURE-12: FORMAT OF MEMORANDUM APPEAL UNDER THE RTPP ACT, 2012

Appeal No ……of ……

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

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

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

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

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

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

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

7. Prayer:<please specify>

Place …….

Date ……

Appellant's Signature

ANNEXURE-14: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR ELIGIBILITY

(Separate Annexure-14 to be submitted for each Project listed in Annexure-15)

S. No.	Particulars	Details to be filled by Bidder	Bid Page No(s).
1	Project / Assignment Name		Pg. No. _____
2	Name of Client / Issuing Agency		
3	Original Work Order No., Date & Value (₹)		
4	Renewal / Extension Order(s), if any – Order No., Date & Value (₹)		Pg. No. _____
5	Reference / Linkage of Renewal / Extension Order(s) with Original Work Order		
6	Total Contract Value including Renewal / Extension(s) (₹)		
7	Completed / Executed Value claimed for Eligibility (₹)		Pg. No. _____
8	Project Duration & Status	From: _____ To: _____ Completed / Ongoing	
9	Brief Scope / Type of Work		Pg. No. _____
10	Client Contact Details	Name & Designation: _____ Phone / E-mail: _____	

ANNEXURE-15: FORMAT OF BIDDER'S DETAILS

(To be filled by the Bidder)

A. Bidder Details

Particulars	Details to be filled by Bidder
Name of the Bidding Company/Firm	
Contact Person (Authorized Bid Signatory)	
Correspondence Address	
Mobile No.	
Telephone No.	
Website	
E-mail	

B. Eligibility & Supporting Document Details

S. No.	Eligibility Requirement	Details to be filled by Bidder	Supporting Document at Bid Page No(s).
1	Registration Status	Type of Entity: _____ Registration No.: _____ Registration Date: _____	
2	Presence in India	Date of Establishment: _____ No. of Years: _____	
3	Turnover from IT/ITeS	FY 2023-24: ₹_____ FY 2024-25: ₹_____ FY 2025-26: ₹_____ Average: ₹_____	
4	Net Worth	Net Worth as on 31.03.2026: ₹_____	
5	IT Projects / Technical Capability	Details as per Section-C below	
6	Certifications: • ISO 9001:2015 or higher • ISO/IEC 27001:2022 or higher • ISO/IEC 20000-1:2018 or higher • CMMI Level-3 or higher	ISO Certificate No.: _____; Validity: _____ ISO Certificate No.: _____; Validity: _____ ISO Certificate No.: _____; Validity: _____ CMMI Level: _____; Validity: _____	
7	Manpower Strength	No. of eligible full-time employees: _____	
8	Tax Registration	PAN: _____ GSTIN: _____	
9	Blacklisting / Debarment	Declaration submitted: Yes / No	

10	Mandatory Undertaking	Declaration submitted: Yes / No	
11	Bid Security	Amount: ₹_____ Instrument No.: _____ Date: _____ Bank: _____	

C. Technical Capability – Work Order / Project References

The bidder shall provide the Work Orders/Projects proposed to be considered for evaluation in order of preference.

S. No.	WO No. & Date with If any ext. Orders	Client / Issuing Agency	Type / Brief Scope of Work	WO Value (₹) with If any ext. Orders	Completed / Executed Value (₹) with If any ext. Orders	Completion / Execution Document	Bid Page No(s).
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Note: The bidder may submit details of **a maximum of 10 (Ten) Projects** for demonstrating compliance with the Technical Capability eligibility criteria. The Work Orders/Projects shall be listed above in the order of preference for evaluation. Only the first **10 (Ten) Projects** listed in this Annexure shall be considered for evaluation. In case more than **10 (Ten) Projects** are listed or submitted, **any Work Order/Project beyond the first 10 (Ten) Projects shall not be considered for evaluation**, irrespective of whether its supporting documents have been submitted elsewhere in the bid.

D. Bidder's Declaration

We hereby certify that the information furnished above is true and correct and that the Bid Page No(s). Mentioned against each requirement correctly refer to the supporting documents submitted with the bid.

Name of Authorized Signatory: _____

Designation: _____

Date: _____

Signature & Seal: _____