2026

RajCOMP Info Services Limited (RISL)

RFP for Selection of Agency for Design, Development, and Implementation of Club Management Software and Operations & Maintenance Services for a period of three years (Before Prebid)

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Selection of Agency for Design, Development, and Implementation of Club Management Software and Operations & Maintenance Services for a period of three years

Reference No: F 4.3 (700) / RISL / TECH / 2026/4096 **Dated:** 06.11.2026

UBN- RISL2627SLOB00072

Mode of Bid Submission	Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting	As per NIB
Last Date & Time of Submission of Bid	As per NIB
Date & Time of Opening of Technical Bid	As per NIB

RISL Processing Fee: Rs. 500/- (Rupees Five Hundred only)

Bidding document fee: Rs. 1000.00/- (Rupees One Thousand only)

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

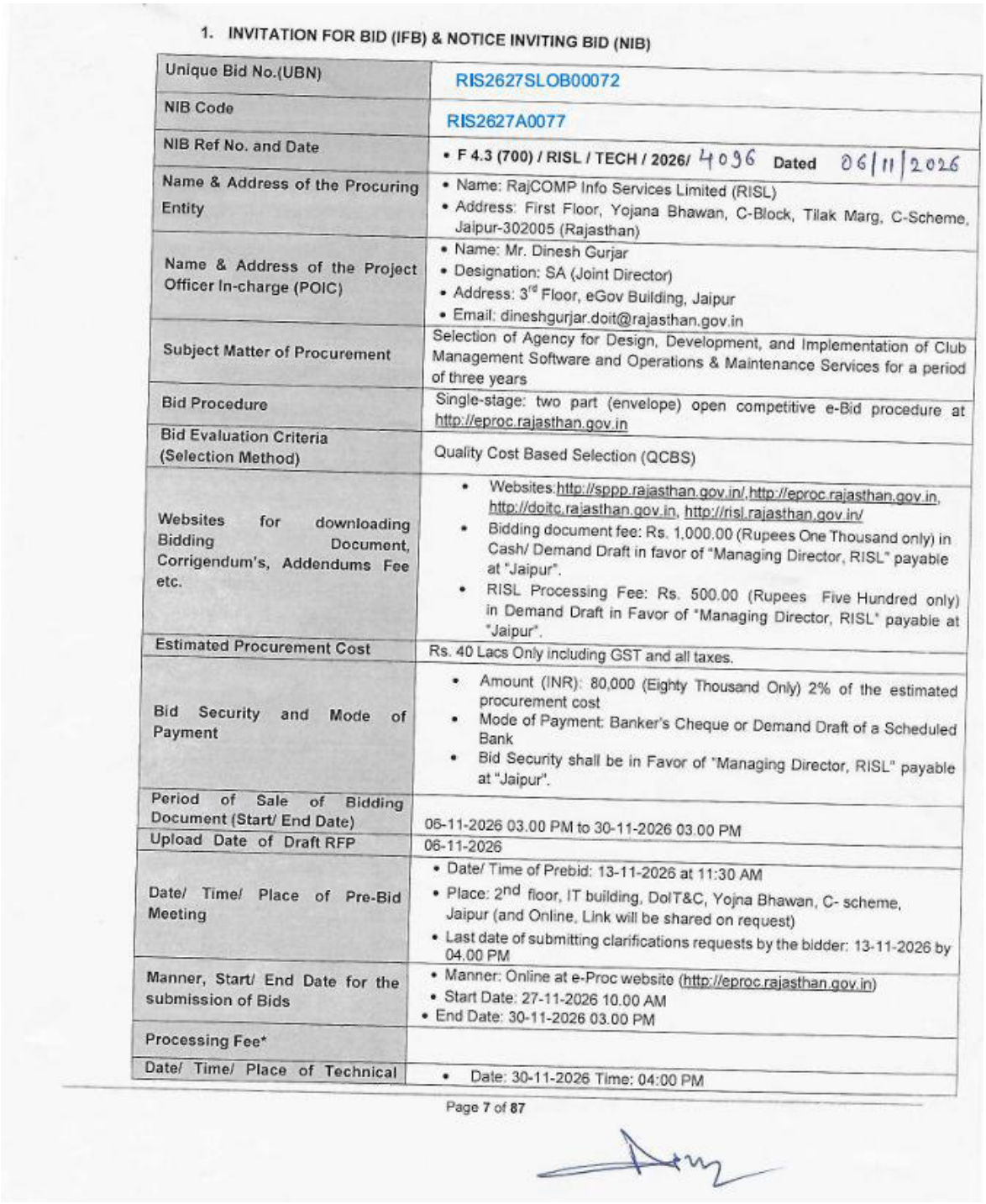
RajCOMP Info Services Limited (RISL)

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

Phone: 0141-5103902 Fax: 0141-2228701

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

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



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

Unique Bid No.(UBN)	RIS2627SLOB00072
NIB Code	RIS2627A0077
NIB Ref No. and Date	• F 4.3 (700) / RISL / TECH / 2026/ 4096 Dated 06/11/2026
Name & Address of the Procuring Entity	• Name: RajCOMP Info Services Limited (RISL) • Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	• Name: Mr. Dinesh Gurjar • Designation: SA (Joint Director) • Address: 3rd Floor, eGov Building, Jaipur • Email: dineshgurjar.doit@rajasthan.gov.in
Subject Matter of Procurement	Selection of Agency for Design, Development, and Implementation of Club Management Software and Operations & Maintenance Services for a period of three years
Bid Procedure	Single-stage: two part (envelope) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Quality Cost Based Selection (QCBS)
Websites for downloading Bidding Document, Corrigendum's, Addendums Fee etc.	• Websites:http://sppp.rajasthan.gov.in/,http://eproc.rajasthan.gov.in, http://doitc.rajasthan.gov.in, http://risl.rajasthan.gov.in/ • Bidding document fee: Rs. 1,000.00 (Rupees One Thousand only) in Cash/ Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur". • RISL Processing Fee: Rs. 500.00 (Rupees Five Hundred only) in Demand Draft in Favor of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 40 Lacs Only including GST and all taxes.
Bid Security and Mode of Payment	• Amount (INR): 80,000 (Eighty Thousand Only) 2% of the estimated procurement cost • Mode of Payment: Banker's Cheque or Demand Draft of a Scheduled Bank • Bid Security shall be in Favor of "Managing Director, RISL" payable at "Jaipur".
Period of Sale of Bidding Document (Start/ End Date)	06-11-2026 03.00 PM to 30-11-2026 03.00 PM
Upload Date of Draft RFP	06-11-2026
Date/ Time/ Place of Pre-Bid Meeting	• Date/ Time of Prebid: 13-11-2026 at 11:30 AM • Place: 2nd floor, IT building, DoIT&C, Yojna Bhawan, C- scheme, Jaipur (and Online, Link will be shared on request) • Last date of submitting clarifications requests by the bidder: 13-11-2026 by 04.00 PM
Manner, Start/ End Date for the submission of Bids	• Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) • Start Date: 27-11-2026 10.00 AM • End Date: 30-11-2026 03.00 PM
Processing Fee*	
Date/ Time/ Place of Technical	• Date: 30-11-2026 Time: 04:00 PM

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RISL RFP for Design, Development and Maintenance CMS for CSOI Raj

Bid Opening	• Place: 1st Floor, e-Proc cell, Yojana Bhawan Campus, Tilak Marg, C- Scheme, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

Note:

1) Bidder (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, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favor of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e., TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in 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 bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the
11) RTPP Act 2012 and Rules thereto, the later shall prevail.

Dinesh Gurjar
SA (Joint Director), DoIT&C

Dinesh Gurjar

SA (Joint Director)- DoIT&C

2 PROJECT PROFILE & BACKGROUND INFORMATION

2.1 About CSOI Rajasthan

The Civil Services Officers Institute, Rajasthan (the "CSOI") is a newly constructed campus in HCM-RIPA-Rajasthan Institute of Public Administration, JLN Marg Jaipur, Rajasthan. CSOI, registered under the Societies Act 1958, is a state-of-the-art exclusive facility designed for its members, which include the serving and retired civil services officers, and other eminent personalities. It aims to provide a space for social, professional, and intellectual engagement among the leaders and key figures from various fields.

The CSOI is headed by its "Governing Council", which may delegate its Authority for specific purposes to a Committee/Sub-Committee/Individual as it may deem fit from time to time ("Authority")

2.2 About RISL

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

2.3 Project Background

a) The Civil Services Officers Institute, Rajasthan (CSOI), registered under the Rajasthan Societies Registration Act, 1958 and located at the HCM-RIPA campus, Jaipur, has been established as a modern institutional facility for serving and retired civil services officers and other eligible members. The Institute comprises member-facing facilities including banquet and conference spaces, dining outlets, café/bar and sports lounge, library, theatre, guest rooms, gym, wellness and salon facilities, which require an integrated digital system for efficient administration, service delivery, billing, financial control and management reporting.

b) The Website and Membership Portal of CSOI, Rajasthan have already been designed and developed by DoIT&C. Accordingly, the proposed Club Management Software (CMS) shall complement and integrate with the existing Website and Membership Portal and shall not duplicate or redevelop the existing member-registration interface. The CMS shall provide an integrated web-based back-office and administrative system together with a Mobile Application for Android and iOS, covering the functional modules, workflows, dashboards and reports specified in this RFP.

c) The selected bidder shall be responsible for the design, development and/or configuration, supply, implementation, integration, testing, deployment, data migration, training, documentation, technical support, operation and maintenance of the CMS and Mobile Application. The solution shall integrate, as applicable, with the existing CSOI Website and Membership Portal, Member SMART Card and e-purse ecosystem, Rajasthan Payment Platform, notification infrastructure, biometric devices, chatbot and other

authorised digital platforms, and shall be deployed at the Bhamashah State Data Centre on infrastructure provided by DoIT&C.

The project shall include implementation and stabilisation of the solution followed by operation and maintenance for a period of three years, including application support, helpdesk services, corrective and preventive maintenance, security and platform updates, mobile-app release management, SLA compliance and exit-management support, in accordance with the terms of this RFP.

3 PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

3.1 Pre-Qualification Criteria

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

S.No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	A company registered under Indian Companies Act, 1956/ 2013 or registered partnership firm.	- Copy of valid Registration Certificates
2.	Financial: Turnover	Average annual turnover of at least Rs 1.00 crore from IT/ ITeS/ Software implementation and support services during the last three financial years (FY's 2023-24, 2024-25, 2025-26) or during FY's 2022-23, 2023-24, 2024-25)as per last audited balance sheets or statements.	CA Certificate with CA's Registration Number/ Seal and UDIN
3.	Financial: Net Worth	The company must be positive net worth in last three financial years ending on 31st March 2026	CA Certificate with CA's Registration Number/ Seal and UDIN
4.	Technical Capability	The bidder should be in the business of providing club management software for at least for 5 years and should also have experience in developing and hosting a website and the mobile app And Must have successfully completed 2 similar projects including CMS modules for Govt in last 3 years.	Copy of Work Orders and relevant documents
5.	Tax registration	The bidder should have a registered number of i.) Income Tax / PAN number ii.) GSTN where its business is located Note: Any certificate should belong to a date not later than the last day of bid submission.	Copies of relevant certificates of registration
6.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers do not have, been convicted of any criminal	A Self Certified letter as per Annexure -5: Self-Declaration

S.No.	Basic Requirement	Specific Requirements	Documents Required
		offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	

3.2 Technical Evaluation Criteria

Only bidders who meet all the pre-qualification criteria shall be evaluated for the technical evaluation. In order to determine whether the bidders are qualified, and the technical aspects of the bidder are substantially responsive to the requirements set forth in the bidding documents, the Tendering Authority will examine the information supplied by the Bidders and shall award points to the bidders based on the following criteria of presentation cum demonstration:

SN	Criteria	Scoring		Documents Required
1.	Average annual turnover in 3 Financial Years (FY) ending on March 31, 2026 (Maximum 10 marks)	Parameter	Marks	Audited Balance Sheet and P&L Statement and Certificate from Chartered Accountant with UDIN Number
		Equal or more than Rs 1 Crore but less than or equal to Rs 3 Crore	5	
		More than Rs 3 Crore but less than or equal to Rs 5 Crore	8	
		More than Rs 5 Cr	10	
2.	Implementation experiences from similar project CMS software & operations. (Maximum 10 marks)	Parameter	Marks	Certificate from Chartered Accountant with UDIN Number (Refer Annexure 4)
		Successfully completed 2 similar projects with CMS	5	
		Successfully completed 5 similar projects with CMS	8	
		Successfully completed 7 similar projects with CMS	10	

<table>
<tr><th>SN</th><th>Criteria</th><th>Scoring</th><th>Documents Required</th></tr>
<tr><td>3.</td><td>Experience of Operation & Management of Club software viz-a-viz membership base
(Maximum 15 marks)</td><td><table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Less than or equal to 1000 Members</td><td>10</td></tr><tr><td>More than 1000 Members but less than or equal to 2000 Members</td><td>12</td></tr><tr><td>More than 2000 Members</td><td>15</td></tr></table></td><td>Provide Certificate as Proof of operation and Certificate from Chartered Accountant with UDIN Number for validation.
(Refer Annexure 4)</td></tr>
<tr><td>4</td><td>Experience of development of Web & Mobile app
(Maximum 15 marks)</td><td><table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Single project of value 25 Lacs or more
or
two projects with value of 40 lacs or more</td><td>10</td></tr><tr><td>Single project of value 50 Lacs or more
or
two projects with value of 80 lacs or more</td><td>15</td></tr></table></td><td>Provide Certificate as Proof of operation and Certificate from Chartered Accountant with UDIN Number for validation.
(Refer Annexure 4)</td></tr>
<tr><td>5.</td><td>Experience in providing CMS software in clubs in India (20 Marks)</td><td><table><tr><th>Parameter</th><th>Marks</th></tr><tr><td>Less than or equal to 5 years</td><td>10</td></tr><tr><td>More than 5 years but less than or equal to 10 years</td><td>15</td></tr><tr><td>More than 10 years</td><td>20</td></tr></table></td><td>Provide Certificate as Proof of operation and Certificate from Chartered Accountant with UDIN Number for validation.
(Refer Annexure 4)</td></tr>
<tr><td>6.</td><td>Approach & Methodology (Maximum 30 Marks)</td><td>Presentation on Operation, Management & Maintenance Plan necessarily covering the following:
i. Understanding of scope of work – 10 marks
ii. Organizational & managerial experience (10 marks);
iii. Robustness of Operation, Management & Maintenance Plan presentation (5 marks);
iv. Staffing requirement assessment & commitment by the Agency (5 marks);</td><td>Presentation to be evaluated by the Authority. Bidders are advised to submit the presentation along with proposal.</td></tr>
</table>

Note: Date & time for the presentation shall be intimated separately to the technically eligible bidders.

3.3 Additional provisions for qualifications:

In addition to the provisions regarding the qualifications of the bidders as set out in (3.1) above: -

- the procuring entity shall disqualify a bidder as per the provisions under "Clause:
- Exclusion/ Disqualification of bids in Chapter-5: ITB"; and
  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.
- RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information, and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012, procurement rules 2013 and subsequent amendments.

4 SCOPE OF WORK

The Selected Agency shall design, develop/ configure, supply, implement, integrate, test and deploy an integrated CMS comprising a web-based back-office/ admin system and a companion Mobile Application for Android & iOS for CSOI, Rajasthan, and shall thereafter operate and maintain it, covering:

4.1 Functional Modules

The CMS shall facilitate the following modules

4.1.1 Membership Management

- Backend membership-lifecycle management, integrated (via secure API) with the existing CSOI, Rajasthan Website/ Membership Portal already developed by DoIT&C, new member applications/ registrations captured on the Portal shall sync into the CMS; the CMS shall not duplicate the front-end registration/ application workflow already live on the Website.
- Member record management: categorisation (e.g., Regular/ Life/ Tenure/ Honorary, as applicable to CSOI Rajasthan), status tracking (Active/ Suspended/ Terminated/ Defaulter/ Withdrawn), and profile details of member, spouse and dependents, including photographs.
- Membership number allotment and linkage with the Member SMART Card. The Member SMART Card (ID-cum-e-purse card) shall be supplied, personalized/ encoded and issued to all members by the Selected Agency, and shall additionally function as a wallet/ e-purse for cashless billing across all facilities.

- Annual/ periodic subscription tracking and reconciliation with the member ledger, with renewal reminders via SMS/ email/ app-notification.
- Archival of member details on withdrawal/ suspension/ termination, and auto SMS/ email alerts to active members for important events, dues and notices.

4.1.2 Facility Booking Management

- Online booking, availability status and management for all facilities of CSOI, Rajasthan, presently comprising Banquet Hall, Fine Dining Restaurant, Dine Zone, Conference Room, Café/ Bar & Sports Lounge, Library, Theatre, Suite Room, Deluxe room, Gym, Rejuvenation Zone (Wellness/ Spa) and Salon, and extensible to any additional facility/ venue added in future.
- Booking calendar/ dashboard (monthly/ yearly view), configurable cancellation rules, advance-reservation status, and slot-based booking for facilities such as Gym, Salon and Wellness.
- For Gym, Salon and Wellness facilities, support service catalogues, configurable service duration, staff/ resource availability, attendance/ service-completion recording and packages, where applicable, linked to the existing booking and billing functions.
- Party/ Banquet/ Conference booking with menu selection, capture of outsourced-vendor charges (caterer, décor, photography, etc.), and a bill/ arrear register.
- Capture banquet/ conference event requirements, allocate venue resources, track service delivery and support final settlement through the existing billing and accounts functions.
- Front-office/ guest-room management covering check-in/ check-out, room allocation, occupancy and room-status tracking, guest folio, housekeeping readiness and night-audit reporting, integrated with booking, billing and accounts.
- Booking accessible to members through the Website/ Member Portal and the Mobile Application, with online payment at the time of booking.
- Visitor and facility-access management covering member-sponsored guest registration, visitor-pass generation, entry/ exit records and member/ guest eligibility checks in accordance with CSOI policies. Support linkage with the Member SMART Card and approved access-control interfaces; hardware-based gate/ door control shall apply only at access points approved by CSOI.

4.1.3 Mobile Application (Android & iOS)

In addition to the web-based CMS and the existing Website/ Member Portal, the Selected Agency shall design, develop, deploy and maintain a dedicated Mobile Application, available on both the Google Play Store and Apple App Store, for the entire Contract/ Project Period, covering at least the following:

- Member login/ profile (using the same credentials/ SSO as the Website/ Member Portal), viewing of membership status, category and family/ dependent details.
- Member SMART Card e-purse balance display, reload request, and card-usage/ transaction history.
- Facility booking (Banquet Hall, Suite/ Deluxe Rooms, Conference Room, Gym, Salon, Wellness, etc.) with online payment, on the same terms as the Website/ Member Portal.

- F&B ordering at Fine Dining Restaurant/ Dine Zone/ Café-Bar & Sports Lounge outlets, where enabled, with billing to the member's SMART Card/ e-purse.
- Push notifications/ alerts for events, circulars, dues, subscription renewal and booking confirmations.
- Access to CRM features raising queries/ complaints, and chatbot access, where provided.
- Role-based staff/ administrator views on the same application or a separate companion app, where required for facility operators (e.g., booking/ attendance confirmation), at CSOI's option.

4.1.4 Billing & Payments

- Centralised, GST-compliant billing across all facilities/ outlets (reception, F&B, banquet, salon, gym, wellness, guest rooms, library, etc.), linked to the Member SMART Card for identification and, where applicable, cashless/ e-purse transactions.
- Mandatory F&B/ POS operations across designated outlets, covering outlet and menu masters, table-wise order capture, kitchen-order routing, order-status tracking, bill splitting/ consolidation, authorised discounts/ voids and counter closing. These functions shall integrate with member identification, SMART Card/ e-purse transactions, inventory and accounts without duplicating the centralised billing functions.
- Integration with the payment gateway used on the CSOI, Rajasthan Website/ Member Portal for online payments, subscription, facility charges, room/ banquet booking, etc. This payment gateway is DoIT&C's Rajasthan Payment Platform (RPP); the Selected Agency shall integrate the CMS and Mobile Application with RPP.
- Consolidated receipt/ voucher generation and head-wise/ outlet-wise collection reports, with reconciliation of online and offline payments.
- Handling of refunds, cancellations and adjustments in line with CSOI, Rajasthan's policies (including its published Refund Policy).

4.1.5 Inventory Management

- Store- and outlet-level inventory management (F&B, bar, housekeeping, etc.) with bar-coded/ SKU-based tracking.
- Purchase Order/ Supply Order generation, goods receipt, issue to outlets, and stock reconciliation.
- Re-order-level alerts, vendor-wise purchase tracking, and periodic (monthly/ yearly) stock-valuation reports.

4.1.6 Accounts-related Functions

- Integrated accounting functionality covering income & expenditure ledgers (members, vendors, payees), GST-compliant invoicing, and bank reconciliation, natively within the CMS.
- Advance-income and GST accounting for subscriptions, room and banquet bookings; member billing on accrual basis.
- Daily/ weekly/ monthly consolidated financial MIS, and vendor/ contractor payment tracking, including revenue-share/ commission arrangements with outsourced service providers, where applicable.
- Reports suitable for statutory/ internal audit and preparation of annual financial statements.

4.1.7 Asset Management

- Fixed-asset register covering IT, furniture, kitchen/ F&B, and gym/ wellness equipment, and other Institute assets.
- Asset tagging/ tracking, maintenance history, depreciation tracking (as required for accounting) and support for periodic physical verification.

4.1.8 HR Management

- Employee master and registration for CSOI, Rajasthan staff, with role-based approval work-flows (e.g., leave, reimbursements) implemented via a basic, configurable Workflow Management capability (WFMS) within the CMS, supporting maker-checker approvals, task routing and status tracking, and extensible to other approval needs across modules.
- Statutory compliance data (PF, ESI, etc.), biometric-integrated attendance, and leave management (application, approval workflow, leave balance/ encashment).
- Attendance tracking for outsourced staff/ daily-wage workers/ vendor personnel, where required.
- Payroll processing/ salary computation, including allowances, ex-gratia and bonus, as applicable.

4.1.9 Library Management

- Book catalogue and accession-register management, including title, author, subject, publisher, accession number, location and availability, with barcode/ QR-based identification where adopted.
- Member-linked issue/ return, renewal and reservation of books, with configurable borrowing limits, loan periods, overdue tracking, reminders and fines in accordance with CSOI policies. Applicable charges shall be linked to billing and the member ledger.
- Book-stock verification and reports on circulation, outstanding loans, overdue books and lost/ damaged books, with member access to catalogue search, availability and borrowing records through the Website/ Member Portal and Mobile Application.
- Provide access links to existing authorised e-library resources, subject to their authentication and licensing arrangements. Procurement of digital-content subscriptions is not included under this requirement.

4.1.10 MIS and Report Generation

- Configurable dashboards and reports across all modules, membership status, facility usage/ occupancy, financial (income-expenditure, collections, dues/ arrears), inventory, HR/ attendance, and CRM/ feedback.
- Daily/ weekly/ monthly/ yearly reporting with export to PDF/ Excel, and role-based access to reports for Management/ Administrators/ Operators, as applicable.

4.1.11 Customer Relationship Management (CRM)

- Member communication and engagement, circulars, notices, event announcements, and capture/ tracking of member feedback and grievances, integrated with the chatbot wherever appropriate.

- Member query/ complaint ticketing and resolution tracking, feeding into the MIS, accessible via the Website/ Member Portal and the Mobile Application.
- Basis for targeted member communication (e.g., renewal reminders, event invites) using member category/ profile data.
- Event and theatre-programme management for CSOI-organised programmes, covering event schedules, member/ guest registration, capacity limits, attendance and applicable charges, linked to facility booking, billing and member communication. Seat allocation/ ticketing shall be configurable where required by CSOI and confirmed during requirement finalisation.

4.1.12 Additional/ Future Modules

- The CMS architecture shall be modular and extensible so as to accommodate such other modules/ facilities as and when desired by CSOI, Rajasthan for seamless management of the Institute, without requiring fresh procurement/ re-platforming. F&B/ POS, banquet and reception/ guest-room operations, visitor and facility-access management, and event/ theatre-programme management specified in the preceding sections form part of the mandatory functional scope and shall not be treated as future modules. Helpdesk support shall be provided under Section 4.4.

4.2 Integration Requirements

The CMS and its Mobile Application shall have suitable integration with the CSOI, Rajasthan Website/ Member Portal/ Member SMART Card and chatbot, wherever considered appropriate:

- Website/ Member Portal, API/ SSO-based integration of the CMS and mobile application with the existing CSOI, Rajasthan website and Membership Portal (https://csoi.rajasthan.gov.in), already designed and developed by DoIT&C, for member authentication, profile/ status display, facility booking and online payments, without requiring redevelopment of the existing website/ portal.
- Member SMART Card, integration for member identification, facility access, and billing/ e-purse transactions across all facilities.
- Payment Gateway (RPP), integration of the CMS, Website/ Member Portal and Mobile Application with DoIT&C's Rajasthan Payment Platform (RPP) for all online payments (subscriptions, facility charges, bookings, SMART Card reload); the Selected Agency's scope is limited to this integration and does not extend to procuring/ operating an independent payment gateway.
- Notification Gateway, integration with DoIT&C's shared WhatsApp/ email notification/ messaging infrastructure for the SMS/ email/ app-notification alerts referred to at the Selected Agency shall build the integration/ triggers within the CMS and is not required to procure/ operate an independent bulk-messaging service.
- Hosting Infrastructure, the CMS application and database shall be hosted at the Bhamashah State Data Centre (BSDC), on server/ storage/ network infrastructure provided by DoIT&C the Selected Agency shall be responsible for infrastructure sizing, deployment and configuration within BSDC.

- Chatbot, integration with a chatbot (existing or to be provided), wherever considered appropriate, to support member queries and CRM functions, accessible via the Website/ Member Portal and the Mobile Application.
- Other Digital Platforms, integration with other existing/ future digital platforms of CSOI, Rajasthan/ DoIT&C, as and when required.
- The CMS shall be deployed with an appropriate BCP/ DR mechanism, backup, redundancy and recovery arrangements, to ensure continuity of operations and protection of data, in line with applicable GoR/ MeitY guidelines and within the State's BSDC/ DR framework.

4.3 Non-Functional / Technical Requirements

The CMS (including its Mobile Application) shall be implemented to ensure:

- Operational continuity on a 24×7×365 basis.
- Scalability, to accommodate growth in membership, facilities and transaction volumes, without re-licensing/ architectural constraints.
- Hosting on Government infrastructure: the CMS shall be hosted at the Bhamashah State Data Centre (BSDC) on infrastructure provided by DoIT&C; the Selected Agency shall not propose/ cost third-party or public cloud hosting except where BSDC capacity constraints require an alternative, to be decided solely by DoIT&C/ CSOI.
- Data security, encrypted storage, secure APIs, and compliance with applicable GoR/ GoI data-security and CERT-In guidelines.
- Role-based access control, with appropriate, differentiated interfaces for Members, Administrators and other authorised users (Management/ Operators/ Staff) of CSOI, Rajasthan, on both the CMS and the Mobile Application.
- Accessibility for Persons with Disabilities (PwD), the website/ portal/ app interfaces of the CMS shall comply with applicable accessibility standards (e.g., GIGW/ WCAG guidelines) to ensure usability for persons with disabilities.

Indicative Tablet Configuration—For Bidders' Information

The following indicative tablet configuration is provided by CSOI, Rajasthan for bidders' reference while assessing compatibility of the proposed CMS software. It is not a hardware supply specification under this RFP.

Specification	Indicative Configuration
Operating system	Android 13 and above
RAM	4 GB
Processor	1.2 GHz Quad Core
Bluetooth	Available
Wi-Fi	Available
Inbuilt NFC	Available

Bidders shall take the above configuration into account while proposing the CMS solution. Actual device models, peripheral interfaces and SMART Card compatibility shall be verified during system study. Any additional requirements or compatibility limitations shall be clearly identified in the technical proposal.

4.3.1 Implementation, Training & Support, Selected Agency's Responsibilities

- System study, requirement finalisation and process mapping in consultation with CSOI, Rajasthan.
- Design, development/ configuration of the CMS and the Mobile Application, and data migration (if any), including existing membership data from the Website/ Member Portal.
- Integration with the Website/ Member Portal, Member SMART Card, payment gateway, notification gateway, hosting infrastructure (BSDC) and chatbot.
- Testing, including User Acceptance Testing (UAT) of the CMS and the Mobile Application, and security audit/ compliance as applicable, including app-store publishing/ release management for the Mobile Application.
- Training of CSOI, Rajasthan staff/ administrators on use and administration of the CMS and the mobile application.
- Technical support, including call-centre/ helpdesk support, for the Contract Period.
- Ongoing maintenance and post-implementation support, including patches/ updates/ upgrades (for the CMS and the Mobile Application, including compliance with evolving Android/ iOS platform requirements), for the Contract Period.

Onsite O&M Team Requirements

S. No.	Role	Minimum Quantity	Minimum Educational Qualification	Minimum Experience	Deployment and Key Responsibilities
1	Project Manager	1	B.E./B.Tech./MCA/M.Sc. (IT/Computer Science) or equivalent from a recognised university/institution	5+ years of experience, including implementation and management of similar projects	Onsite at CSOI Rajasthan for complete project duration. Responsible for overall coordination and application support.
2	Helpdesk Support Personnel	1	Graduate in any discipline with a diploma/certification in Computer Applications/IT, or equivalent, from a recognised university/institution	1+ years of experience in supporting similar Club Management Software (CMS) projects	Onsite at CSOI Rajasthan during the maintenance period; responsible for user support, ticket logging and tracking, first-level troubleshooting, coordination for resolution and maintenance of helpdesk records.

4.4 Deliverables (Indicative)

The following broad deliverables are indicative and are to be aligned with the detailed implementation schedule/ milestones and timelines to be finalised elsewhere in the RFP:

S. No.	Deliverable
1	System study, requirement finalisation & process mapping report
2	Software/ database design document & data-migration plan
3	Integration report: Member Portal, Member SMART Card, RPP payment gateway, notification gateway, BSDC hosting and chatbot
4	UAT sign-off report (CMS and Mobile Application)
5	Training report/ operational manual (CMS and Mobile Application)
6	Go-live/ commissioning report, including Mobile Application publishing on Google Play Store and Apple App Store
7	Periodic (e.g. quarterly/ annual) O&M and SLA-compliance reports, for the Contract Period

4.5 Implementation, Operation & Maintenance Period

The Selected Agency shall implement, and thereafter operate and maintain, the CMS including the Mobile Application for a period of 3 (three) years, with a provision for extension at the discretion of CSOI, Rajasthan/ DoIT&C&C, on mutually agreed terms.

The Selected Agency shall ensure that the CMS does not impose vendor lock-in for hardware, including POS devices, tablets, thermal printers, QR scanners and other peripheral equipment. The CMS shall support integration through standard interfaces and protocols with equivalent compatible devices from other manufacturers, without restricting CSOI, Rajasthan to any specific hardware vendor.

Operation & Maintenance

- During the O&M period, the Selected Agency shall modify developed CMS modules and workflows and implement minor functional enhancements as required by CSOI, Rajasthan.
- Develop/configure and integrate additional CMS modules or services required for the functioning of the club.
- Document the requirements, priorities and implementation timelines and obtain approval from CSOI, Rajasthan.
- Test and deploy changes without disrupting existing operations, and update documentation and provide user training, wherever required.

4.6 Payment Terms and Schedule

a) Payment schedule - Payments to the bidder, after successful completion of the target

milestones and delivery of the specified project deliverables.

S.No	Project Stage/ Milestone	Key Deliverables	Timeline	Applicable Payment
1	Project Kick-off and Deployment of key resources at onsite as per the requirement of RFP.	Detailed Project Plan in xls format	Within 5 days of WO	0%
2	Deployment of CMS Software	Installation report	T1 = To + 30 days	70 % of the Development Cost
3	UAT of the Application	UAT Sign off report	T2 = T1 + 5 days	10 % of the development cost
4	O&M	Sign off report/ Successfully delivery report signed by authorised person of CSOI Raj	Within 15 days after end of every quarter	Quarterly amount of AMC cost Remaining 20% of the development cost equated in 12 instalments shall be paid along with O&M cost quarterly.

Where T0 is date of issue of Work Order/ LOI.

a) The admissible payments after Development, Deployment and UAT are subject to completion of development and testing of each of the constituting module.

b) Any delay in the approval of the deliverables (s) submitted by the SI to RISL shall not account for the delay on SI's part.

c) Any delay on account for unavailability of Infra (or any on RISL/CSOI) shall not account for delay on SI's part.

d) The selected bidder has to design and implement a very detailed plan of implementation that seeks to execute several activities in parallel, adopts critical path method and commits additional resources to activities falling behind schedule so as to keep up with the overall deadline of implementation as mentioned above. The time specified for delivery and other activities as mentioned in the table above shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies and provide the required services within the specified period.

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

f) Due payments shall be made promptly by the Purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/selected bidder.

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

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

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

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

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

5 INSTRUCTIONS TO BIDDERS

The instructions contained in this Chapter shall govern the preparation, submission, opening and evaluation of Bids and the award of the Contract. The procurement process shall be undertaken in accordance with the Rajasthan Transparency in Public Procurement Act, 2012, the Rules made thereunder and the provisions of this Bidding Document.

5.1 Sale of Bidding/ Tender Documents

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

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

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

d) Cost (Fee) of Bid Document- Bid document fee will be charged as follows:

S.No.	Estimated Value of Bid (Rs. in Cr.)	Cost (Fee) of Bid Document (In Rs.)
1	Up to Rs. 1.00 Crore	1,000
2	Above Rs. 1.00 Crore to Rs. 5.00 Crore	2,000
3	Above Rs. 5.00 Crore	5,000

Note- The above charges will be collected in the form of Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur. In case of SSI/MSME bid fees shall be 50 % of above specified rates.

e) RISL Processing Fees - RISL processing fees will charge as under-.

S.No.	Estimated Value of Bid (Rs. in Cr.)	Processing Fees (In Rs.)
1	Up to Rs. 0.50 Crore	500
2	Above Rs. 0.50 Crore to Rs. 1.00 Crore	1,500
3	Above Rs. 1.00 Crore to Rs. 5.00 Crore	2,000
4	Above Rs. 5.00 Crore	2,500

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

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

g) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to date/time mentioned in NIT, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.

h) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

i) 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.

j) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.

k) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.

Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all

working days)
e-mail: eproc@rajasthan.gov.in
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

l) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.

m) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a LoI has been issued or a formal contract is signed and executed between the procuring entity and the successful bidder.

n) Procuring entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.

o) The provisions of RTPP Act, 2012 and Rules, 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

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

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

5.2 Pre-bid Meeting/ Clarifications/Modifications/Changes

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

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

c) The period within which the Bidder 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: -

   a. Last date of submitting clarifications requests by the bidder: as per NIB
   b. Response to clarifications by procuring entity: as per NIB.

d) The minutes and response, if any, shall be provided promptly to all Bidder to which the procuring entity provided the bidding documents, to enable those Bidder to take

minutes into account in preparing their bids, and shall be published on the respective websites.

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

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

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

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

i) The prospective bidders must submit their queries in the format given at Annexure-7

5.3 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 because of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

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

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

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

e) Provided that the Bid last submitted, or the Bid as modified by the bidder shall be considered for evaluation.

5.4 Period of Validity of Bids

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

5.5 Submission of Bid Document

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

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

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

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

d) The technical bid shall consist of the documents as per docs required in RFP.

e) The technical bid shall consist of the following documents

S. No.	Documents Type	Document Format
Fee Detail		
1.	Bidding document Fee (Tender Fee) Proof of submission (PDF)	Bidding document Fee (Tender Fee) Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement) Instrument/ Proof of submission (PDF)	RISL Processing Fee (e-Procurement) Instrument/ Proof of submission (PDF)
3	Bid Security Instrument/ Proof of submission (PDF)	Bid Security Instrument/ Proof of submission (PDF)
Technical & 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.	Bidder's Authorization Certificate along with copy of
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)
6	Certificate of Conformity/ No Deviation As per Annexure-3 (PDF)	As per Annexure-3 (PDF)

f) Financial bid shall include the following documents: -

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

g) 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.

h) 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.

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

j) Alternative/ Multiple Bids shall not be considered at all.

5.6 Cost & Language of Bidding

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

b) The Bid, as well as all correspondence and documents relating to the Bid

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

5.7 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

5.8 Bid Security

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

(b) In lieu of bid security, a bid securing declaration shall be taken from the –

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

(c) Bid security instrument or cash receipt of bid security or a bid securing declaration

shall necessarily accompany the sealed bid.

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

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

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

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

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

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

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

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 supply of the goods or service 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 Act and Chapter VI of these rules.

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

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

namely:-

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.

5.9 Deadline for the submission of Bids

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

5.10 Withdrawal, Substitution, and Modification of Bids

a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
b) Bids withdrawn shall not be opened and processes further.

5.11 Opening of Bids

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

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

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

   a. bid is accompanied by bidding document fee, 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.

5.12 Selection Method

a) The selection criteria are Quality & cost-based selection (QCBS). The weightage of QCBS is 70:30 and bidder need to score minimum 70 marks to qualify the technical stage.

The method of selection is QCBS (Quality cum Cost based Selection) as per the formula given below. The weightage given to the Technical and Financial scores will be 70% and 30% respectively. The Contract will be awarded to the Bidder scoring maximum marks in technical and financial evaluations as per the qualifying criterion.

- The QCBS calculation formulae of selection method is as below: -

QCBS Calculation Formula:

[[Xt(T/Thigh*100) +Xf (C low/C*100)]]

Where,

T = Total Technical Score awarded to the bidder

T high = Highest Technical Score achieved for the bid

C = Price offered by the Bidder

C low = Lowest Price offered

X t = Weightage of the technical evaluation = 70%

X f = Weightage of the financial evaluation = 30%

Bidders shall be ranked H1, H2, H3, etc. on the basis of above evaluation criteria. The selection of Successful Bidder will be done on the basis of the maximum marks (H1). The Bidder with maximum Mark shall be awarded the Contract subject to the conditions mentioned in this RFP.

Scoring shall be done by the technical evaluation committee on the technical presentation and document submitted for the above-mentioned Technical Qualification Criteria.

b) Marking for a given criterion may be given based upon sufficient proof towards said criteria based on demonstration of the same in the presentation.

c) Each technical bid will be assigned a technical score out of a maximum of 100 marks as per the aforesaid technical evaluation criteria table. Bidders who score a technical score of 70 of the Technical Evaluation Criteria will qualify for the next stage i.e., financial bid opening.

Evaluation Methodology - QCBS (Quality-cum-Cost Based Selection) Methodology

The selection shall be based on QCBS method with the following weightage:

- **Technical Weight (T) = 70%**
- **Commercial Weight (C) = 30%**

Stage (a) Final score for technical bid is based on the following method:

Normalized Technical Bid Score = (Marks obtained in Technical Bid/ Highest marks of Technical Bid) × 10

For example, consider total marks obtained in technical evaluation by three bidders A, B & C are as follows

Bidder	Technical Marks	Status
A	68	Disqualified
B	80	Qualified
C	90	Qualified

Only B and C proceed to commercial stage.

Bidder	Technical Score
B	8.89
C	10.00

Stage (b) Financial Bid Evaluation

The financial bid will be evaluated as under:

Final score for financial bid is based on the following method:

Normalised Financial Bid Score = (Lowest quoted price/ Price quoted by the bidder) × 10

(Price is inclusive of GST)

For example, consider the three bidders B & C quoted the following prices including GST

Bidder	Price quoted by the bidder
B	3000
C	3500

Then financial score of the bidders would be as follows (rounded off to two places after decimal)

Bidder	Financial Score
B	10.00
C	8.57

Stage (c) Combined Evaluation and Successful Bidder

The score of technical proposal would be given 70% weightage, and the financial proposal would be given 30% weightage. The weighted combined score of the technical score (TS) and Financial Score (FS) shall be used to rank the bidders on the basis of the formula as given below:

Combined score = 70% x TS + 30% x FS

For the given example, the normalized Combined Score would be as follows:

Bidder	Technical Score	Financial Score	Combined Score	Remarks
B	8.89	10.00	9.22	
C	10.00	8.57	9.57	**Selected Bidder**

The successful bidder will be the one who has the maximum combined score in Stage-C (For example, Bidder C will be the Selected bidder.

It may be noted that if after combined Evaluation at Stage C, two or more bidders have the same score, then the bidder having the Highest Technical score will be the Selected Bidder.

5.13 Clarification of Bids

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

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

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

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

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

5.14 Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

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

(2) A responsive bid is one that meets the requirements of the bidding documents without material deviation, reservation, or omission where:

(a) “deviation” is a departure from the requirements specified in the bidding documents.

(b) “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and

(c) “Omission” is the failure to submit part, or all of the information or documentation required in the bidding documents.

(3) A material deviation, reservation, or omission is one that,

(a) if accepted, shall: - affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

(ii) limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights, or the bidder’s obligations under the proposed contract; or

(b) if rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.

(4) 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.

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

b) Non-material Non-conformities in Bids

a) The bid evaluation committee may waive any non-conformities in the Bid that do not

constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

b) The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

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

c) Tabulation of Technical Bids

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

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

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

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

5.15 Evaluation & Tabulation of Financial Bids

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

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

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

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

d) conditional Bids are liable to be rejected.

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

f) The offers shall be evaluated and marked H1, H2, H3 etc. on the basis of marking criteria mentioned at section 12 of Chapter-9 of this RFP.

g) The bid evaluation committee shall prepare a comparative statement in tabular form in

accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case.

h) The technical marks shall be calculated on the basis of marking criteria mentioned at section 12 of Chapter-9 of this RFP.

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

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

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

5.16 Correction of Arithmetic Errors in the Financial Bids

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

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

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

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

5.17 Price/ purchase preference in evaluation

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

5.18 Taxes & Duties

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

b) For goods supplied from outside India, the successful/ selected bidder shall be

entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

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

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

5.19 Copyright, Source Code and Intellectual Property Rights (IPR)

a) The copyright/ IPR in all drawings, design documents, source code and other materials

b) containing data and information furnished to the Purchaser that has been developed/customized by the Selected Bidder for the project herein shall remain vested in the Purchaser, or, if they are furnished to the Purchaser directly or through the Supplier/Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

c) The selected bidder shall not own any raw data/ intermediate data/ finished product/ customized solution/ initial, source code, intermediate & final reports etc. generated as part of this project. All such data / information should be transferred to RISL/ User Department by not keeping any copy of such data/ information with the successful bidder at the time of exiting the project or as desired by Department.

d) Intellectual Property Rights (IPR) of all the deliverables, including data captured, source code, intermediate data, all information pertaining to customized development of application / software component etc., shall remain with RISL.

e) The selected bidder shall not keep/ store/ distribute copy of raw as well as developed data at its premises or elsewhere without the knowledge of RISL during and after the completion of the contract period.

f) The selected bidder shall delete all such copies of data available with them during the closure of the contract and submit an understanding on to RISL in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only on the compliance of same.

g) Any breach of trust/ source code/ IPR during the project may lead to termination of the project and necessary action/ legal proceeding as deemed fit by RISL.

5.20 Negotiations

a) Except in case of procurement by method of single source procurement or

procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.

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

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

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

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

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

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

5.21 Exclusion of Bids/ Disqualification

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

- the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
- the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document.
- the Bid materially departs from the requirements specified in the bidding document or it contains false information.
- the bidder, submitting the Bid, his agent or anyone 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.

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

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

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

- communicated to the concerned bidder in writing.
- published on the State Public Procurement Portal, if applicable.

5.22 Conflict of Interest

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

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

- They have controlling partners in common.
- They receive or have received any direct or indirect subsidy from any of them.
- They have the same legal representative for purposes of the bid;
- 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.
- 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
- A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Biding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

5.23 Breach of Code of Integrity by the Bidder

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

5.24 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:
   - the Bid is technically qualified.
   - the price quoted by the bidder is assessed to be reasonable.
   - the Bid is unconditional and complete in all respects.
   - there are no obvious indicators of cartelization amongst Bidder;
   - and 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 account's member.

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

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

5.25 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. 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.

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

g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of

h) 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.

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

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

5.26 Information and publication of award

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

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

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

5.28 Right to vary quantity

(1) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the

bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding documents.

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

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

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

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

5.29 Performance Security Deposit

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

- Departments/Boards of the State Government or Central Government.
- Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013.
- Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013.
- Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government. Bidder in procurement related to Panchayat Samiti Nandi Shala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.
- However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.

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

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

- deposit though eGRAS.
- Bank Draft or Banker's Cheque of a scheduled bank.
- National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Postmaster.
- Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security.
- Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from each running and final bill @ 10% of the amount of the bill.

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

5.30 Additional Performance Security

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

- Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.

- Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

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

5.31 Execution of agreement

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

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

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

e) For additional Work Orders placed during the Contract duration, the bidder shall execute a separate agreement for the incremental value and duration. The Bidder shall also submit Performance Security against these work orders.

5.32 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: -

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

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

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

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

5.33 Cancellation of procurement process

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

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

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

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

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

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

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

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

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

   b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of

the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

5.34 Code of Integrity for Bidder

Any bidder participating in procurement process shall-

i. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
ii. Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
iii. Not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
iv. Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process.
v. Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
vi. Not obstruct any investigation or audit of a procurement process;
vii. Disclose conflict of interest, if any; and
viii. Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

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

5.36 Appeals

a) Subject to section 4 of RTPP Act, 2012, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of

this Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a bidder as successful in terms of section 27of RTPP Act, 2012 , the appeal may be filed only by a bidder who has participated in procurement proceedings. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

b) If the officer designated under sub-section (1) fails to dispose of the appeal filed under that sub-section within the period specified in subsection (3), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed under sub section (2), the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within fifteen days from the expiry of the 31 period specified in sub-section (3) or of the date of receipt of the order passed under sub-section (2), as the case may be.

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

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

First Appellate Authority

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

Second Appellate Authority

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

e) Fee for filing appeal

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

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

f) Whoever intentionally files any vexatious, frivolous, or malicious appeal or complaint with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

5.37 Risk and Cost

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

5.38 Stay of procurement proceedings

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

5.39 Vexatious Appeals & Complaints

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

5.40 Offenses by Firm/ Company

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

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

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the

consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-
   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.

5.41 Debarment from Bidding

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

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

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

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

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

5.42 Monitoring of Contract

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

period.

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

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

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

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

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

5.43 Bid Prices/Comparison of Rates

a) Bid prices should be FOR / FOB.

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

c) The prices under a rate contract shall be subject to price fall clause as per as per Rule 29 (2)(h) of RTPP Rules 2013. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate

contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

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

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

5.44 Change in Law

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

5.45 Debarment from Bidding

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

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

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

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

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

5.46 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.

5.47 Contract Price Validity Period

It is purchase by RISL for the implementation period and the three-year O&M period and may be extended by 1.5 years on same terms and conditions subject to price fall clause.

5.48 Rejection

a) Module/ sub modules of the developed software not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.

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

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

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

6 GENERAL TERMS AND CONDITIONS

6.1 Definitions

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

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

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

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

d) "Day" means a calendar day.

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

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

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

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

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

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

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

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

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

6.2 Interpretation

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

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

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

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

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

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

6.3 Language

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

this translation shall govern.

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

6.4 Joint Venture, Consortium or Association

Joint venture, consortium, or association is not allowed in this bid.

6.5 Eligible Services

For purposes of this Clause, the term "services" includes include the services to be delivered by the selected bidder as per scope of work defined in this RFP.

6.6 Qualifications/Eligibility of Bidders

Any bidder participating in the procurement process shall -

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

b) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.

c) Not have, and their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

d) A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 and the bidding documents. The procuring entity shall take appropriate actions against the bidder in accordance with section 11 and Chapter IV of the Act, if it determines that a conflict of interest has flawed the integrity of any procurement process.

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

f) A bidder may be a natural person, private entity, government owned entity or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the

case of a Joint Venture: -

i. all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and

ii. a Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.

g) A bidder debarred under section 46 shall not be eligible to participate in any procurement process undertaken by, -

- any procuring entity, if debarred by the State Government.
- a procuring entity if debarred by such procuring entity.

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

i) Any other eligibility criteria like Experience, Turnover, Profitability, Net worth etc. may be incorporated taking in view the requirement of project or procurement subject.

6.7 Notices

a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
b) A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

6.8 Governing Law

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

6.9 Scope of Supply

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 not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the services as if such

services were expressly mentioned in the Contract.

6.10 Delivery & Installation

a) Subject to the conditions of the contract, the completion of the services shall be in accordance with the delivery and completion schedule specified in the bidding document.
b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
c) The Supplier/ Selected Bidder shall arrange to supply, install and commission software/ system as per specifications within the specified delivery/ completion period at locations mentioned in the PO/ WO.

6.11 Supplier's/ Selected Bidder's Responsibilities

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

6.12 Purchaser's Responsibilities

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so, required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

6.13 Contract Price

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.
c) The rate quoted by the bidder for each item mentioned in the tender shall remain valid for purchase by RISL for a period of one year and may be extended by 18 months on same terms and conditions subject to price fall clause.

6.14 Recoveries from Supplier/ Selected Bidder

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

b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

6.15 Taxes & Duties

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

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

6.16 Copyright

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

6.17 Confidential Information

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

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

c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from

the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

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

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

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

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

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

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

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

6.18 Sub-contracting

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

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

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

6.19 Extension in Delivery Period and Liquidated Damages (LD)

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

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

services within the specified period.

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

i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

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

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

a. When delay has occurred due to delay in providing of information/ data by RISL or other departments as per terms of the contract..

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

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

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

d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete: -

No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery, successful installation, and completion of work	2.5 %

b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation, and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation, and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation, and completion of work	10.0 %

e) Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

6.20 Patent Indemnity

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

b) 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

c) 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.

d) 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.

e) 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.

f) 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.

g) 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.

6.21 Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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

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

6.22 Force Majeure

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

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

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

6.23 Change Orders and Contract Amendments

a) 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 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.

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

6.24 Termination

a) **Termination for Default**

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

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

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

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

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

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

b) Termination for Insolvency

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

thereafter to PE.

c) Termination for Convenience

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

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.

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

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

6.25 Exit Management

a) Preamble

i. The word 'parties' include the procuring entity and the selected bidder.
ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

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

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

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

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

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

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

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

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

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

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

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

RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

b) Confidential Information, Security and Data

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

i. Documentation relating to Intellectual Property Rights.

ii. Project related data and confidential information.

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

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

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

c) 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 Favor 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 leaders, 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.

d) General Obligations of the selected bidder

i. The selected bidder shall provide all such information as may reasonably be necessary

to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

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

e) 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.

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

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

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

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

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

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

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

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

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

f) Training, hand-holding and knowledge transfer

i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL in the last 3 months of the project duration.

ii. The selected bidder shall hold operational hand-holding sessions on existing application with the designated officers/staff members, so that RISL can continue

with the Application even after Selected Bidder exits the project.

6.26 Settlement of Disputes

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

6.27 Verification of Eligibility Documents by RISL

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

6.28 Jurisdiction

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

6.29 Provision in Conflict

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

7 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

7.1 Service Level Standards/ Requirements/ Agreement

Total penalties except those defined in “Penalty on absence of Resources” shall not be higher than 20% of Agreed Quarterly Payment for respective quarter whereas total penalty including penalties towards “Penalty on absence of Resources” shall not be higher that the Agreed Quarterly Payment for respective quarter.

7.1.1 Penalty on Non-Availability/ Non-Accessibility of the application:

- The bidder shall also ensure that the application should be accessible and available for 24X7.
- In case of Non-Availability/ Non-Accessibility of the application, penalty shall be deducted as follows:

S.No	Criteria	*Penalty/ Day (In INR)
1	More than 10 Hours	1000
2	More than 10 and upto 1 day	1500
3	More than 1 day	2000/ day

*The total penalty should not exceed the caping of 10% of the quarterly payout.

7.1.2 Penalty on Non-Availability of manpower

- The bidder shall also ensure that the application should be accessible and available for 24X7.
- In case of Non-Availability/ Non-Accessibility of the application, penalty shall be deducted as follows:

S.No	Name of person	Penalty/ Day (In INR)
1	Project Manager	1000
2	Helpdesk	500

7.1.3 Quality of Services

- In case negative feedback is received repeatedly verbally or in writing against any of the resources deployed, the purchaser may issue written notice to the bidder for a suitable replacement.
- In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance), the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to the bidder for a suitable replacement.

  The selected agency shall be responsible to replace the resource(s) (of equivalent qualifications or above) within 30 days, unless otherwise applicable LD will be imposed as per RFP.
- The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL).

7.2 Special Conditions of the Bid

a) Price Validity- The quoted rate will remain unchanged during the entire contract period. However, the Contract may be extended further for another 2 years (1 +1) on the basis of same terms and conditions.

b) In-house development model

- The selected onsite Resources will be deployed at HCM RIPA, CSOI Rajasthan or the location decided by OIC, CSOI Rajasthan.
- The Resource has to follow the working hours, working days and public Holidays of Government of Rajasthan. However, resource shall be available on a holiday if so, is required by the purchaser. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.
- For special events like Site Visit/ Non-availability of Bio-metric application/ Attendance application etc., the resources would be responsible to submit written application and take approval from OIC for those particular days.

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

8 ANNEXURES

8.1 ANNEXURE 1: COVERING LETTER FOR TECHNICAL BID

(To be submitted on the Company Letter head of the Tenderer, sealed and signed)

(All bidders shall submit all the required annexures)

To,

Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan, Tilak Marg,

C-Scheme, Jaipur (Rajasthan)

Dear Sir,

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

1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of work, technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I/We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/We hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.
4. 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.
5. I/We agree to abide by this RFP for a period of days as specified in NIB from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.
7. In case we are engaged by the Purchaser, we shall provide any assistance/ cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

S.No	Category	Details
1	Name and Address of Bidder	
2	Name, Designation and Address of the contact person to whom all references shall be made regarding this Tender	
3	Contact number and email id. of designated person:	

Signature……

In the capacity of……

Duly authorised to sign Proposal for and on behalf of……..

Seal of the Organization: -

Date: ……. Place:

……

8.2 ANNEXURE-2: BIDDER'S AUTHORISATION CERTIFICATE

{to be filled by the bidder}

To,

Managing Director,

RajCOMP Info Services Limited (RISL), First

Floor, Yojana Bhawan, Tilak Marg, C-Scheme,

Jaipur (Rajasthan),

[Reference No. …….. Dated .....]

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

Thanking you,

Name of the Bidder: Verified Signature:

Authorized Signatory:

Seal of the Organization:

Date:_____

Place: _____

8.3 ANNEXURE 3: CERTIFICATE OF CONFORMITY/ NO DEVIATION

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

To,

Managing Director,

RajCOMP Info Services Limited (RISL), First

Floor, Yojana Bhawan, Tilak Marg, C-Scheme,

Jaipur (Rajasthan)

CERTIFICATE

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

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

Thanking you,

Name of the Bidder:

Authorized Signatory:

Seal of the Organization:

Date: _____

Place: _____

8.4 ANNEXURE 4: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE

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

8.5 ANNEXURE-5: SELF DECLARATION

{to be filled by the bidder}

To,

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

In response to the NIB Ref. No. _____
dated _____ for

{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of_____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, -

a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document.
c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
d) does not have any previous transgressions with any entity in India or any other country during the last three years.
e) does not have any debarment by any other procuring entity.
f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons.
g) does not have, and our directors and officers have not 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:
Date: _____
Place: _____

8.6 ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT(COVER LETTER)

To,

Managing Director,

Raj COMP Info Services Limited (RISL), First

Floor, Yojana Bhawan, Tilak Marg, C-Scheme,

Jaipur (Rajasthan),

Reference: NIB

No.:_____Dated:

_____

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format

Indicative Financial Bid Format

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

Table: -1

Tender Inviting Authority: Managing Director, RISL				
Name of Work: RFP for Selection of Agency for Design, Development, and Implementation of Club Management Software and Operations & Maintenance Services for a period of three years				
Ref. No:				**Dated:**
Bidder Name:				
				Base Unit Cost (in INR)
S. No	Description	Unit	Qty	(Inclusive of all taxes, levies, and duties applicable Inclusive GST.
1	Development Cost of CMS Software (incl implementation period activities)	Lot	1	
2	Operations & Maintenance for three years	Lot	1	
Total in Figures:				
Total in Words				

8.7 ANNEXURE-7: PRE-BID QUERIES FORMAT

{to be filled by the bidder}

[Reference No: ……., dated: ……]

Name of the Company/Firm: _____

_____

Bidding Document Fee Receipt N_____ 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). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

8.8 ANNEXURE-8A: BANK GUARANTEE FORMAT {to be submitted by the bidder`s bank}

BANK GUARANTEE FORMAT-BID SECURITY

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

Sir,

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

   It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No._____ dated _issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a 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

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:

8.9 ANNEXURE-8B BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

(To be stamped in accordance with Stamp Act and on a Stamp, Paper purchased from Rajasthan State only and to be issued by a 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 (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)

8.10 ANNEXURE-9: MEMORANDUM OF APPREAL 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 statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>
5. Number of affidavits and documents enclosed with the appeal:<please specify>
6. Grounds of appeal (supported by an affidavit) :<please specify>
7. Prayer:<please specify>

Place ……

Date……

Appellant's Signature

8.11 ANNEXURE-10: DRAFT AGREEMENT FORMAT

{to be mutually signed by bidder and procuring entity}

This Contract is made and entered into on this _day of _, 2016 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

The supplier has deposited a sum of Rs. _____/- (Rupees ____) in the form of _____ ref no. _____ dated _____ of

Bank and valid up to __as security deposit for the due performance of the contract.

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

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

2.In consideration of the payment to be made by RISL to M/s…….. at the rates set forth in the LOI no. ____ dated _ will duly supply the said articles/services set forth thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

3.The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4.The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be affected from the date of LOI i.e., _____and completed by supplier within the period as specified in the RFP document.

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

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

Note:

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

6.This agreement is being executed on behalf of M/s (Concerned Department) ……, to procure defined goods and services, RISL is acting merely.

as a Pure agent who neither intends to hold or holds any title to the goods and services are required to be delivered in the name M/s (Concerned Department) along

with invoices of supplied items, although payment will be made by RISL on behalf of said department.

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

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____day of _____, 2027.

8.12 ANNEXURE-11: NON DISCLOSURE AGREEMENT

(To be shared with the selected bidder)