

ITI LIMITED
(A Government of India Undertaking)



SHORT EXPRESSION OF INTEREST (EOI)

FOR

SELECTION

OF

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

EOI Enquiry No.: ITI/NAINI/BD/RISL/Manpower/01 Dated: 24th, December, 2024

**Chief Manager- P & BD
ITI Limited, Naini
Mirzapur Road, Naini,
Prayagraj - 211010 (UP) INDIA,
Ph: 6307182604/9450605406
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Website: <http://www.itiltd.in>**



ITI LIMITED

(A Government of India Undertaking)

Mirzapur Road, Naini,
Prayagraj – 211010 (UP) INDIA

Short Expression of Interest (EOI)

EOI Enquiry No.: ITI/NAINI/BD/RISL/Manpower/01 Dated: 24th, December, 2024

ITI Limited invites Expression of Interest (EOI) for Selection of Executing Agencies for Selection of Tier-I And Tier-II Agencies (Empanelment and Rate Contract) For Providing IT/ITES/Software Development Manpower Services in Government of Rajasthan for a period of 2 Years.

Scope of Work	Selection of Executing Agencies for Selection of Tier-I And Tier-II Agencies (Empanelment and Rate Contract) For Providing IT/ITES/Software Development Manpower Services in Government of Rajasthan for a period of 2 Years.
Expected Qty. (Nos)	N/A
Estimated Value (Rs)	Rs.80 Cr (Indian Rupees Eighty Crores) (Tier-I: 50 Cr & Tier-II: 30Cr)
Bidding document fee (Rs)	5,000/- To be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.
RISL Processing fee (Rs)	2,500/- To be paid through online modes i.e. Internet Payment Gateway (Credit/Debit Card), Net Banking, etc.
Earnest Money Deposit (Rs)	@2% of the Estimated value To be paid through Banker's Cheque or Demand Draft or Bank Guarantee

Interested parties may view and download the document containing the detailed terms & conditions, free of cost from the websites: - www.eprocure.gov.in and [https://www.itiltd.in](http://www.itiltd.in).

For ITI LIMITED
Chief Manager- P & BD

Important dates

Date of Issue/Publishing	18/01/2025 (17:00 Hrs)
Last date of receipt of Clarification	21/01/2024 (17:00 Hrs)
Last Date and Time for Submission of Bid	25/01/2025 (11:00 Hrs)
Date and Time of Opening of Technical Bid	25/01/2025 (13:00 Hrs)
Date and Time of Opening of Financial Bid	25/01/2025 (16:00 Hrs)

In case of any clarifications on this notification and technical requirement, please contact -

Asst. Manager – Business Development
ITI Limited, Naini
Mirzapur Road, Naini,
Prayagraj – 211010 (UP) INDIA,
Ph: 6394793179
Email: pradeep_nni@itiltd.co.in
Website: <http://www.itiltd.in>

INTRODUCTION

ITI Limited, a Public Sector Undertaking under the Department of Telecommunication, Ministry of Communication and IT, is a leading telecom equipment manufacturer and total solution provider in India. ITI has diversified in to solar project business and has established state of the art solar module manufacturing line of capacity 18 MWp per annum. IT Limited is an ISO 9001, ISO 14001 and ISO 18001 certified manufacturing unit. Presently major customers of ITI are BBNL, BSNL, MTNL, defense, paramilitary forces and railways. The company has executed various turnkey orders such as Bharat-Net, Telecom Towers, UP Police headquarters. ITI make PV module are certified with BIS 14286 certification for wattage range from 40Wp to 325Wp.

Objective/Purpose

The purpose of this Short Expression of Interest is for Selection of Selection of Systems Integrator for Supply, Installation & Commissioning of ATL And Robotic Labs in Government Schools in Rajasthan to enable ITI's participation in the customer tender as mentioned below-

End Customer Detail:

Name: RajComp Info Services Limited (RISL)

Address: MD RISL, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

E-mail: manpowerservices@rajasthan.gov.in

Scope: Selection of Tier-I and Tier-II Agencies (Empanelment and Rate Contract) for Providing IT/ITes/Software Development Manpower Services in Government of Rajasthan for a period of 2 Years. The details of end customer tender are-

1. Tender No. : **F4.15 (7)/RISL/Tech/2024/7164 Dated-26.12.2024**
2. EMD : @2% of the Estimated value
3. Performance Bank Guarantee (PBG) : As per attached tender documents

The successful bidder/s selected through this EOI will sign agreement & Pre- contract Integrity Pact with ITI. ITI will submit its proposal to customer based on the techno-commercial proposal obtained from the successful bidder.

Scope of work

The Scope of work will be as per the end customer tender and any other corrigendum/ addendum / other documents & instructions issued from the end customer from time to time in this regard. The details of the customer tender for which the Expression of Interest is being called is enclosed along with this inquiry.

Earnest Money Deposit (EMD)

The EMD amount will be as per the customer tender requirement. The EMD shall be submitted by the bidder on back-to-back basis along with the bid. No interest shall be payable on the EMD. Photocopy of EMD must be submitted separately. The validity of EMD shall be for a period of one year from the Bid Deadline. The EMD amount of successful bidder may be converted to Security Deposit at the time of placement of Purchase Order. EMD must be submitted through Demand Draft/Bank Guarantee favoring ITI Limited. The DD/Bank Guarantee must be in favor of "ITI Limited, Naini", payable at Prayagraj.

The details of ITI's bank account for EMD & Processing Fee amount are as below:

- Beneficiary Name : ITI Limited, Naini
- Account Number/IBAN : 43069550659
- IFSC Code : SBIN0003486
- Beneficiary Bank Name : State Bank of India
- Beneficiary Bank Address : ITI Complex, Naini, Mirzapur Road,
Naini, Prayagraj – 211010 (UP) INDIA

Note: All MSMEs notified as per GFR 2017, Clause No. 1.10.4, shall be exempted from the payment of Bid Security/Earnest Money Deposit. To claim this exemption, MSMEs must submit proof of their registration as MSEs (indicating the terminal validity date of their registration) for the tendered item, along with their offer. The registration should be with any agency mentioned in the notification of the Ministry of MSME. However, no bidder is exempted from the payment of tender and processing fees.

Performance Security

The successful bidder who will be selected, shall give a Performance Security (as per the timeline mentioned in the end customer tender) for a period as per end customer tender for the percentage of the bidder order value or fixed amount on pro rata basis as per bidder order value shall be deposited in shape of Demand Draft or Bank Guarantee and shall be returned after the performance warranty period is over. The said amount may be forfeited partially or fully for failure to fulfill the terms and conditions of agreement. The Bank Guarantee should be enforceable and payable at the place mentioned in the EOI. No interest will be accrued on the Performance security amount.

Taxes & Duties: Relevant Taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder. Taxes rate and nature will be on back-to-back basis.

EOI Type: Two Bid System

Bids are to be submitted in two parts namely:

- (1) Technical Bid and
- (2) Financial Bid.

Both technical and financial bids must be submitted in separate envelopes and clearly marked on each envelope as “Technical Bid” and “Financial Bid” respectively. Thereafter, both the envelopes containing technical & financial bid should be put into a separate envelope which should be super scribed as “Bids for EOI No: EOI Enquiry No.: ITI/NAINI/BD/RISL/Manpower/01, Dated: 24th, December, 2024”.

The financial bids of only those bidders will be opened who are technically qualified.

ELIGIBILITY CONDITIONS

Bidder shall fulfill following Minimum Eligibility Conditions: -

1. The bidder should be a company incorporated in India under the Companies Act, 1956 or Companies Act 2013 (as amended till date), and subsequent amendments thereto or Partnership firm registered under Indian Partnership Act, 1932 and subsequent amendments thereto or an entity registered under LLP Act 2008 and subsequent amendments thereto.
2. Consortium/Joint-Venture in any form will not be allowed.

A copy of certificate of incorporation should be furnished along with the bid in support of above.

Experience

1. The bidder should have completed IT Projects of Design, Development/ customization of Application Software and Websites, or deployment of manpower service of any Government, PSU, any State IT Department or its undertaking in India in last three financial years (i.e. FY 2021-22, 2022- 23 and 2023-24) of project values not less than 5 Crores.
2. The agency should possess the essential infrastructure, facilities and technical expertise and should have on its payroll at least 50 employees.
3. The agency should have experience of successfully handing government/Co-operative/PSU domain.

Overall Average Annual Turnover

1. Bidder(s) should have **Positive (+ve)** Net worth at the close of the preceding financial year. (Auditor's certificate shall be submitted for the same).

2. Bidder should have Minimum Average Annual Turnover (MAAT) of **Rs. 10.0 Cr.** in last 3 financial years.

(The bidder should submit Audited Financial Statement for last 3 years to this effect).

Turnover of Group of company will not be considered for evaluation (A summarized sheet of average turnover, certified by registered CA should be compulsorily enclosed).

3. The Bidder should have valid GSTIN registration certificate. A copy of which should be enclosed.

Note: Bidder will have to submit an undertaking on its letter head issued by the CA/Managing Director/Director of the company that it is financially meeting the Eligibility criteria as mentioned as above.

Payment terms and Delivery Schedule:

- Payment will be made on back-to-back basis after realization from end customer. Payment will be generally released to the vendor within 15 days after ITI has received the payment after the submission of necessary document like Vendor Invoice, receipt acknowledgement of goods by end user.
- The payment shall be done on the basis of actual Supply/erection of material as certified the end customer.
- No advance payment will be made during the execution of the project.

Guarantee/ Warranty: -

As per attached tender documents of end customer.

Liquidated Damages (LD)

Liquidated Damages shall be levied as per the LD policy of ITI on pro-rata basis.

Training

Training of customer officers/representatives will be the responsibility of the selected Bidders/vendor.

Contractual Period

The successful Bidder shall so organize his resources and perform his work as to complete it not later than the date agreed to. Failing which LD will be applicable.

Extension of Contract

Contract will be extended as the customer extend the contract period.

Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

If required extra terms & conditions could be added to the existing terms & condition, it has to be complied by the firms (bidder/H1 party).

In case of contradiction the general terms & conditions will be superseded by the special terms & conditions.

General Conditions

1. All the relevant test certificates of various Components as mentioned in the ITI EOI and customers EOI shall be provided along with the bid.
2. Bidder shall provide Un-priced BOQ, priced BOQ, Drawings and Datasheets of each component of Home Lighting System.
3. The bidder shall submit clause by clause compliance to the technical specification as per BOQ.
4. Bidder should have to submit make/model list with its proposal as per BOQ.
5. The bidder should be an ISO 9001:2015 accredited company.
6. **EOI Acceptance Letter:** Bidder should submit unconditional acceptance of all terms & conditions of the EOI document on company's/firm letter head duly signed & stamped by the authorized signatory.
7. Bidder should Sign & Stamped on each page of EOI.
8. No deviation certificate has to be submitted by the party mentioning that "we meet all Technical & commercial Specifications of the EOI Too" and there shall be no deviation. Party has to submit the aforementioned certificate along with the offer.
9. Quotations shall be liable to be rejected if there is/are any deviation(s) from the specifications.
10. Escalation in price (except where price variation clause is applicable), deviation from delivery schedule, terms and conditions will not be permitted in your quotation. Statutory Taxes & Duties should be shown separately from the price.
11. Bidder who is Micro & Small Enterprise should enclose copy of valid Certificate of Registration with DIC or KVIC or KVIB or Coir Board or NSIC or DHH or any other body specified by Ministry of Micro, Small and Medium Enterprises, Govt. of India to avail benefits under the "Public Procurement Policy for Micro & Small Enterprises (MSEs) Order 2012 and its amendments".
12. Catalogue, literature, specification details should accompany the quotation. Incomplete quotations are liable to be rejected.
13. Any deviations whether technical or commercial stated anywhere in the bid shall not be taken into account and may render the bid non-responsible and liable to be rejected.
14. Vendor Profile should be submitted along with the bid.
15. Quotation/offer shall be submitted only through hard copy within the bid submission last date.
16. The bids should be spiral bounded and each page should be serial numbered.
17. ITI reserves the right to suspend or cancel the EOI process at any stage, to accept, or reject any or all offers at any stage of the process and / or to modify process, or any part thereof, at any time without assigning reason, any obligation or liability whatsoever.

18. During the evaluation of EoI, if ITI requires any clarifications, the Bidder should be ready to give clarifications for any part of the offer against this EoI to ITI to complete the evaluation.
19. Bidder must submit the signed integrity pact along with the techno commercial bid.
(Format Attached at Annexure-B)

Authorized Signatory: All certificates and documents received as part of offer shall be signed by the "Authorized Representative". Power of attorney in the name of person signing the documents is mandatory (On Non-Judicial Stamp paper). (Signing is not mandatory in technical manuals)

Validity of Offer: Quoted/Offer Price shall be valid for 120 days.

Late Offer: Any offer received after the prescribed time line shall be rejected.

Language of offers: the offers submitted by vendor and all the correspondence and documents relating to the offers exchanged by the vendor shall be in English language.

Cost of EOI: The vendor shall bear all cost associated with the preparation & submission of its EOI including cost of presentation for purposes of clarification of the offer, if so desired by ITI. ITI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EOI process. In this case, submissions of required material as per sample plan of certifying agency is to be arranged & provided free of cost by bidder.

Amendment of EOI: At any time prior to the last date for receipt of offers, ITI may for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor modified by the EOI document by an amendment. In order to provide prospective vendor reasonable time in which to take the amendment into account in preparing their offers, ITI may, at their discretion extend the last date for the receipt of offers and / or make other changes in the requirements set out in the invitation for EOI.

Disclaimer: ITI and / or its officers employees disclaim all/ any liability from any loss or damage whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information, forecasts estimates, or projections contained in this documents or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of ITI and / or any of its officers, employees.

Following documents are to be submitted by the bidder along with the bid-

1. EMD through demand draft /RTGS/NEFT acknowledgement or copy of BG and proof of dispatch of BG to ITI. In case BG is submitted as EMD, it may be ensured that the original BG is received in ITI before the due date. ITI will not be responsible for any postal delay/damage.
2. Compliances/Approval/registration certificate or any other document required as per eligibility criteria given in the EOI.
3. Signed EOI acceptance letter.
4. Signed Pre-Integrity Pact.

Other Important Terms & Conditions:

1. Only the successful bidder will be informed of being the H1. All the techno commercial terms & payment terms will be on back-to-back basis.
2. ITI shall have the right to appropriate the outstanding amount, if any, recoverable from the vendor/contractor/bidder, under any other contract, from the payment under this contract, to be made by ITI.
3. ITI reserves the right to waive minor deviations and add minor modifications if they do not materially affect the capability of the bidder to perform the contract.
4. All the financial terms like Payment, taxation, LD & other will be on back-to-back basis as per the above cited EOI Terms & conditions received by ITI in its PO/Work Order form the end customer.
5. It will be the responsibility of the contractor to train and educate the ultimate user for handling and operating the equipment free of cost.
6. Vendor will sign Service Level Agreement (SLA) with ITI. The draft copy of SLA will be as per the customer tender (in case provided by the customer) or will be provided by ITI. In case of conflict between ITI's terms & conditions and the terms & condition as per customer's tender the ITI's terms & conditions prevail over said EOI terms & condition.
7. It will be the sole responsibility of the bidder to provide the following document for ITI's participation in the EOI:
 - a. Technical Proposal content as per the customer tender.
 - b. In case of product demonstration, it will be the bidder's responsibility to arrange the same.
 - c. Other needful tender documents as per customer tender.

d. It will be the successful bidder's responsibility to arrange all the techno-commercial document for ITI so that ITI may participate in the customer tender.

8. In case Acceptance Test Procedure (ATP) is mentioned in the customer tender or is conducted by the customer at any stage, it will be on back-to-back basis and the ATP test will be conducted as per the customer tender documents or ITI will provide its own ATP procedure.

Additional work may be required to carry out according to the actual site conditions. Any item/Work, which is not specifically mentioned and not paid by customer but necessary for making the system functional, shall be deemed to be included in the scope of the work of the vendor and shall be supplied and installed without any extra cost to ITI.

Award of Contract:

Bidder offering the Highest Margin shall be declared as the H1 bidder. The Financial Bid format is enclosed.

Financial Bid Format

S. No.	Description	% Margin
A	B	C
1	ITI margin in the complete scope of work as per attached tender documents	

Signature of the Bidder :

Name of the Bidder :

Designation :

Stamp of the Company :

Date of Signing of Bid :

Other Terms & Condition: -

1. All the financial terms & conditions will be on back-to-back basis.
2. **Currency of Purchase Order:** ITI will place purchase order on bidder in INR only.
3. **Taxes:** As per the customer tender.
4. ITI will place PO/work Order on successful bidders only if the ITI receives its PO/work order from its customer as mentioned in this EOI.
5. Bidder offering the Highest margin shall be declared as successful (H1) bidder. The decision of competent committee of ITI shall be final in this regard and cannot be challenged in any manner and also be binding on all the bidders.
6. H1 bidder shall submit detailed un-priced BOM along with financial bid. Subsequently ITI will quote the price with ITI margin in the end customer's financial bid as per the finally negotiated price agreed by the H1 bidder.
7. ITI shall place work order to successful bidder (H1) on the value offered to ITI against the EOI for execution of project/work as per customer's tender condition.

**EOI ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,

Subject: Acceptance of Terms & Conditions of EOI

EOI Reference No: _____

Name of EOI/Work: _____

Dear Sir,

I (Name) ----- have received the EOI reference no----- for mentioned work from the website/email.

I hereby certify that I have read the entire terms and conditions of the EOI documents from Page No. __ to____ (including all documents like annexure(s), schedule(s), amendments and reference EOI etc.) which form part of the contract agreement and I shall abide here by the terms/conditions/ clauses contained therein.

The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.

I hereby unconditionally accept the EOI conditions of above mentioned EOI document(s)/corrigendum(s) in its totality/entirety.

I hereby unconditionally accept all the EOI conditions of ITI & _____ (Customer Name) EOI document /corrigendum(s) in its totality/ entirety.

In case any provisions of this EOI are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this EOI/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

PRE-CONTRACT INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid/ RFQ. To be signed by the BIDDER and same signatory Competent/ Authorized to sign the relevant contract on behalf of the ITI Ltd).

TENDER No.....

This Integrity Pact is made onday of2025

BETWEEN:

ITI Limited,having its Registered & corporate office at ITI Bhavan, Dooravaninagar, Bangalore – 560016 India, and established under the Ministry of Communications & IT, Government of India (hereinafter called the Principal), which term shall unless excluded by or is repugnant to the context, be deemed to include its Chairman & Managing Director, Directors, Officers or any of them specified by the Chairman & Managing Director in this behalf and shall include its successors and assigns) ON THE ONE PART

AND:

M/s represented by Chief Executive Officer (here in after called the BIDDER(s)), which term shall unless excluded by or is repugnant to the context be deemed to include its heirs, representatives, successors and assigns of the IMSP/contract ON THE SECOND PART.

Preamble

WHEREAS the Principal intends to award, under laid down organizational procedures, TENDER/contract for.....(name of the Stores / equipment's / items). The Principal, values full compliance with all relevant laws of the land, regulations, economic use of resources and of fairness/ transparency in its relations with its BIDDER(s).

In order to achieve these goals, the Principal has appointed an Independent External Monitor (IEM), who will monitor the TENDER process and the execution of the contract for compliance with the principles as mentioned herein this agreement.

WHEREAS, to meet the purpose aforesaid, both the parties have agreed to enter into this Integrity Pact the terms and conditions of which shall also be read as integral part and parcel of the TENDER and contract between the parties.

NOW THEREFORE, IN CONSIDERATION OF MUTUAL COVENANTS STIPULATED IN THIS PACT THE PARTIES HEREBY AGREE AS FOLLOWS AND THIS PACT WITNESSETH AS UNDER:

SECTION 1 – COMMITMENTS OF THE PRINCIPAL

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, will in connection with the TENDER for or the execution of the contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the personal is not legally entitled to.
- b. The Principal will, during the TENDER process treat all BIDDER(s) with equity and reason. The Principal will in particular, before and during the TENDER process, provide to all BIDDER(s) the same information and will not provide to any BIDDER(s) confidential/ additional information through which the BIDDER(s) could obtain an advantage in relation to the TENDER process or the contract execution.

c. The Principal will exclude from the process all known prejudiced persons. If the principal obtains information on the conduct of any of its employee, which is a criminal offence under IPC/PC Act if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary action as per its internal laid down Rules/ Regulations.

SECTION 2 – COMMITMENTS OF THE IMSP / CONTRACTOR

2.1 The BIDDER(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself observe the following principles during the participation in the TENDER process and during the execution of the contract.

a. The BIDDER(s)/contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Principal's employees involved in the TENDER process or the execution of the contract or to any third person any material or other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever (during the TENDER process or during the execution of the contract.

b. The BIDDER(s)/contractor(s) will not commit any offence under IPC/PC Act, further the BIDDER(s)/contractor(s) will not use improperly, for purposes of competition of personal gain, or pass onto others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

c. The BIDDER(s)/Contractor(s) of foreign origin shall disclose the name and address of the agents /representatives in India, if any. Similarly, the BIDDER(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any.

d. The BIDDER(s) f Contractor(s) will, when presenting the bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.

e. The BIDDER(s)/Contractor(s) will not bring any outside influence and Govt. bodies directly or indirectly on the bidding process in furtherance to his bid.

f. The BIDDER(s)/Contractor(s) will not instigate third persons to commit offences outlined above or to be an accessory to such offences.

SECTION 3 – DISQUALIFICATION FROM TENDER PROCESS & EXCLUSION FROM FUTURE CONTRACTS

If the BIDDER(s)/Contractor(s), during TENDER process or before the award of the contract or during execution has committed a transgression in violation of Section 2, above or in any other form such as to put his reliability or credibility in question the Principal is entitled to disqualify BIDDER(s)/Contractor(s) from the TENDER process.

If the BIDDER(s)/Contractor(s), has committed a transgression through a violation of Section 2 of the above, such as to put his reliability or credibility into question, the Principal shall be entitled exclude including blacklisting for future TENDER/contract award process. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the Principal taking into consideration the full facts and circumstances of each case, particularly taking into account the number of transgression, the position of the transgressor within the company hierarchy of the BIDDER(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a period of minimum one year.

The BIDDER(s)/Contractor(s) with its free consent and without any influence agrees and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts

and undertakes not to challenge or question such exclusion on any ground including the lack of any hearing before the decision to resort to such exclusion is taken. The undertaking is given freely and after obtaining independent legal advice.

A transgression is considered to have occurred if the Principal after due consideration of the available evidence concludes that on the basis of facts available there are no material doubts.

The decision of the Principal to the effect that breach of the provisions of this Integrity Pact has been committed by the BIDDER(s)/ Contractor(s) shall be final and binding on the BIDDER(s)/Contractor(s), however the BIDDER(s)/Contractor(s) can approach IEM(s) appointed for the purpose of this Pact.

On occurrence of any sanctions/ disqualifications etc. arising out from violation of integrity pact BIDDER(s)/ Contractor(s) shall not be entitled for any compensation on this account.

Subject to full satisfaction of the Principal, the exclusion of the BIDDER(s)/Contractor(s) could be revoked by the Principal if the IMSP (s)/ Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption preventative system in his organization.

SECTION 4 – PREVIOUS TRANSGRESSION

4.1 The BIDDER(s)/Contractor(s) declares that no previous transgression occurred in the last 3 years immediately before signing of this Integrity Pact with any other company in any country conforming to the anti- corruption/transparency International (TI) approach or with any other Public Sector Enterprises/ Undertaking in India of any Government Department in India that could justify his exclusion from the TENDER process.

4.2 If the BIDDER(s)/ Contractor(s) makes incorrect statement on this subject, he can be disqualified from the TENDER process or action for his exclusion can be taken as mentioned under Section-3 of the above for transgressions of Section-2 of the above and shall be liable for compensation for damages as per Section- 5 of this Pact.

SECTION 5 – COMPENSATION FOR DAMAGE

5.1 If the Principal has disqualified the BIDDER(s)/Contractor(s) from the TENDER process prior to the award according to Section 3 the Principal is entitled to forfeit the Earnest Money Deposit/Bid Security/ or demand and recover the damages equitant to Earnest Money Deposit/Bid Security apart from any other legal that may have accrued to the Principal.

5.2 In addition to 5.1 above the Principal shall be entitled to take recourse to the relevant provision of the contract related to termination of Contract due to Contractor default. In such case, the Principal shall be entitled to forfeit the Performance Bank Guarantee of the Contractor or demand and recover liquidate and all damages as per the provisions of the contract agreement against termination.

SECTION 6 – EQUAL TREATMENT OF ALL IMSPS/CONTRACTORS

6.1 The Principal will enter into Integrity Pact on all identical terms with all IMSPs and contractors for identical cases.

6.2 The BIDDER(s)/Contractor(s) undertakes to get this Pact signed by its subcontractor(s)/sub- vendor(s)/ associate(s), if any, and to submit the same to the Principal along with the TENDER document/contract before signing the contract. The BIDDER(s)/Contractor(s) shall be responsible for any violation(s) of the provisions laid down in the Integrity Pact Agreement by any of its subcontractors/ sub-vendors / associates.

6.3 The Principal will disqualify from the TENDER process all IMSPs who do not sign this Integrity Pact or violate its provisions.

SECTION 7 – CRIMINAL CHARGES AGAINST VIOLATING BIDDER(S)/CONTRACTORS

7.1 If the Principal receives any information of conduct of an BIDDER(s)/Contractor(s) or sub-contractor/ sub- vendor/associates of the BIDDER(s)/Contractor(s) which constitutes corruption or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer of the Principal for appropriate action.

SECTION 8 – INDEPENDENT EXTERNAL MONITOR(S)

8.1 The Principal appoints competent and credible Independent External Monitor(s) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extend the parties comply with the obligations under this pact.

8.2 The Monitor is not subject to any instructions by the representatives of the parties and performs his functions neutrally and independently. He will report to the Chairman and Managing Director of the Principal.

8.3 The BIDDER(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all product documentation of the Principal including that provided by the BIDDER(s)/Contractor(s). The BIDDER(s)/Contractor(s) will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The Monitor is under contractual obligation to treat the information and documents BIDDER(s)/Contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meeting could have an impact on the contractual relations between the Principal and the BIDDER(s)/Contractor(s). As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in specific manner, refrain from action or tolerate action.

8.5 The Monitor will submit a written report to the Chairman & Managing Director of the Principal within toweeks from the date of reference or intimation to him by the principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.6 If the Monitor has reported to the Chairman & Managing Director of the Principal a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman & Managing Director of the principal has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

8.7 The word 'Monitor' would include both singular and plural.

8.8 Details of the Independent External Monitor appointed by Principal at present is furnished below:

SECTION 9 - FACILITATION OF INVESTIGATION

9.1 In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER(s)/Contractor(s) and the BIDDER(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all help to the Principal for the purpose of verification of the documents.

SECTION 10 - LAW AND JURISDICTION

10.1 The Pact is subject to the Law as applicable in Indian Territory. The place of performance and jurisdiction shall the seat of the Principal.

10.2 The actions stipulated in this Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

SECTION 11 – PACT DURATION

This Pact begins when both the parties have legally signed it. It expires after 12 months on completion of the warranty/ guarantee period of the project /work awarded, to the fullest satisfaction of the Principal.

If the BIDDER(s)/Contractor(s) is unsuccessful, the Pact will automatically become invalid after three months on evidence of failure on the part of the BIDDER(s)/Contractor(s).

If any claim is lodged/made during the validity of the Pact, the same shall be binding and continue to be valid despite the lapse of the Pact unless it is discharged/determined by the Chairman and Managing Director of the Principal.

SECTION 12 - OTHER PROVISIONS

12.1 This pact is subject to Indian Law, place of performance and jurisdiction is the Registered & Corporate office of the Principal at Bengaluru.

12.2 Changes and supplements as well as termination notices need to be made in wrITIng by both the parties. Side agreements have not been made.

12.3 If the BIDDER(s)/Contractor(s) or a partnership, the pact must be signed by all consortium members and partners.

12.4 Should one or several provisions of this pact turn out to be invalid, the remainder of this pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.5 Any disputes/ difference arising between the parties with regard to term of this Pact, any action taken by the Principal in accordance with interpretation thereof shall not be subject to any Arbitration.

12. 6 The action stipulates in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

In witness whereof the parties have signed and executed this Pact at the place date first done mentioned in the presence of the witnesses:

For PRINCIPAL

For BIDDER(S)/CONTRACTOR(S)

.....

.....

Name Designation.

Name Designation.

Witness:

1.

1.

2.

2.

2024

RajCOMP Info Services Limited (RISL)

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



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

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	MD RISL, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date of Pre-Bid Meeting	03/01/2025 1:00 PM
Last Date & Time of Submission of Bid	27/01/2025 03:00 PM
Date & Time of Opening of Technical Bid	27/01/2025 4:00 PM

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

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

RajCOMP Info Services Limited (RISL)

Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Phone: 0141-5103902 Fax: 0141-228701

Web: <http://risl.rajasthan.gov.in>

Email:

manpowerservices@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ e-Bid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
COTS	Commercial Off the Shelf
CV	Curriculum Vitae/ Resume
Day	A calendar day as per GoR/ Gol.
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	Means the services incidental to the supply of the services, such as design, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
Lol	Letter of Intent

NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Project Site	Wherever applicable, means the designated place or places/ onsite.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. MD, RISL in this RFP document.
Raj SWAN/ RSWAN	Rajasthan State Wide Area Network
RC	Rate Contract
RISL	RajComp Info Services Limited
RSDC	Rajasthan State Data Centre, Jaipur
Services	IT/ITes/Software Development Services to be provided to the Purchaser under the Contract
SI	System Integrator
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in
STQC	Standardization Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TLA	Term Lease Agreement
TIN	Tax Identification Number
TPA	Third Party Auditors
TQ	Technical Qualification
User Department	The client to whom the services are going to be provided by the bidder in consultation with RISL
WO/ PO	Work Order/ Purchase Order

Reference No: - F4.15 (7)/RISL/Tech/2024/ 7164

Dated 26-12-2024

UBN:- RIS2425SLOB00067

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: RajComp Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg C-Scheme, Jaipur
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. Yashpal Soni Designation: CPO, RISL Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg C-Scheme, Jaipur
Subject Matter of Procurement	Selection of Tier-I and Tier-II Agencies (Empanelment and Rate Contract) for Providing IT/ITes/Software Development Manpower Services in Government of Rajasthan for a period of 2 Years
Bid Procedure	Single-stage: two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest evaluated Technically responsive bid
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in, http://doit.rajasthan.gov.in and http://rajasthan.gov.in Bidding document fee: Rs. 5000 (Rupees Five thousand only) in Cash challan /Demand Draft/ BC in favour of "Managing Director, RISL" payable at "Jaipur" RISL Processing Fee: 2500/- (Rupees Two Thousand five hundred only) in Demand Draft/BC in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs.80 Cr (Indian Rupees Eighty Crores) (Tier-I: 50 Cr & Tier-II: 30Cr)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> 2% of the estimated procurement cost 0.5% of the estimated procurement cost for S.S.I. unit of Rajasthan and 1% of the estimated procurement cost for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in the specified format), of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur".
Period of download/Sale of Bidding Documents (Start/ End Date)	<ul style="list-style-type: none"> From 26/12/2024 05:00 PM to 27/01/2025 03:00PM
Date/Time/Place of Pre-Bid Meeting	<ul style="list-style-type: none"> Date:- 03/01/2025 1:00 PM Place:- RISL/DoIT&C, Jaipur Last date of submitting pre bid queries by the bidder:7/01/2025 05:00 PM Queries submitted on manpowerservices@rajasthan.gov.in will be considered.
Manner, Start/ End Date for the submission of Bid	<ul style="list-style-type: none"> Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in) Start Date:- 16/01/2025 End Date:- 27/01/2025 up-to 03:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> From 26/12/2024 05:00 PM to 27/01/2025 03:00PM

Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> ● Date: 27/01/2025 4:00 PM ● Place: Conference Room, Ground Floor, Yojana Bhawan, C-Scheme, Jaipur
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the qualified bidders
Bid Validity	120 days from the bid opening date

Note:

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) * In case, the bidder fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to the time and date mentioned in the NIB, its Bid shall not be accepted.
 - a. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Managing Director, RISL" payable at "Jaipur" and
 - b. The RISL Processing Fee in favour of "Managing Director, RISL" payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidder must register on <http://eproc.rajasthan.gov.in> (bidder already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C on a regular basis. Bidder interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
 Contact No: 0141-2922012 (Help desk 10 am to 6 pm on all working days)
 e-mail: eproc@rajasthan.gov.in
 Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
- 10) The provisions of RTTP 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 RTTP Act 2012 and Rules thereto, the later shall prevail.

-Sd-
(CPO)
RISL

2. PROJECT PROFILE & BACKGROUND INFORMATION

2.1 About DoIT&C

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

2.2 About RajComp

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

2.3 Project Background

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

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

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

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

2.3.1. Area of Coverage

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

2.4 Brief of e-Governance

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

3. **ELIGIBILITY CRITERIA (GENERAL)**

- 1) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria. Bidder shall apply for any of Tier 1 or Tier 2 category.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Registration Status	<p>The bidder shall be any ONE of the following with their registered office in India for the last Five financial years (as on 31st March 2024</p> <ul style="list-style-type: none"> i. The bidder should be an IT/ITES company registered under Indian Companies Act, 1956; OR ii. An IT/ITES partnership firm registered under Indian Partnership Act, 1932 or LLP Act, 2008 of India; OR iii. The bidder should be an IT/ITES Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958; OR iv. Any other Act of State/ Union, as applicable for dealing in the subject matter of procurement; <p>i. (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p>	<ul style="list-style-type: none"> a. Copy of valid Registration Certificates - Copy of Certificates of incorporation
2	Presence in India	The bidder should be in existence for more than 5 years in India	- CA Certificate with CA's Registration Number/ Seal
3	Company's Turnover	<p>The bidder must have an average annual turnover as per eligibility condition for respective Tier in any three Financial Years (i.e. 2021-22, 2022-23 & 2023-24) as per clause 3.1.</p> <p>Note : Turnover of hardware will not be considered for evaluation.</p>	Certificate from a registered CA.

4	Financial: Net Worth	The bidder should have positive net-worth as on March 31, 2024 as per audited balance sheet.	CA Certificate with CA's Registration Number/ Seal
5	IT Projects/ Technical Capability	<p>The bidder should have completed IT Projects of Design, Development/ customization of Application Software and Websites, or deployment of manpower service of any Government, PSU, any State IT Department or its undertaking in India in last three financial years (i.e. FY 2021-22, 2022-23 and 2023-24) as per clause 3.1.</p> <p>The work orders should be issued between 1st April 2021 to 31st Mar, 2024 by any Government, PSU, any State IT Department or its undertaking in India. Any renewals or extensions of these orders up to the date of bidding can be included in the total order value.</p>	<p>Project Reference format as per Annexure – 12</p> <p>AND</p> <p>If project has been executed, then Work Order and Work Completion Certificates from the client indicating the value of payment received against the work order(s);</p> <p>OR</p> <p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s))</p> <p>Else If project is under execution, then Work Order and phase Completion Certificates from the client indicating the value of payment received against the work done;</p> <p>OR</p> <p>Work Order + Self Certificate (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work done)</p>
6	Certification	<p>Bidder should have atleast a valid CMMI3, ISO 9001:2000.</p> <p>Note: If CMMI certification is under renewal, the Bidder shall provide the details of the previous CMMI certification. The renewal of the same shall be provided to RISL before finalization of technically responsive bidders.</p>	Certified copy of valid Certificates
7.	Manpower Strength	The bidder should have full time employees in IT/ITES/e-Governance/ Consultancy/Service Provider/IT based project/ manpower services across India as on 31st Mar 2024; as per clause 3.1.	Certificate from the HR/Authorized Signatory on the company letterhead

8.	Tax registration	The bidder should have a registered number of i.) Income Tax / PAN number ii.) GST	<ul style="list-style-type: none"> - Copy of PAN Card - Copy of valid GST certificate
9	Blacklisting	The bidder, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period/ active debarred list by NICSI or any of the Central or State Government Organization/Public Sector Undertaking/Autonomous Body etc.	<ul style="list-style-type: none"> - An undertaking (self-certification on company's letterhead) is to be submitted, as per format provided
10	Mandatory Undertaking	<p>Bidder should: -</p> <ul style="list-style-type: none"> a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document. 	A Self Certified letter as per Annexure-4: Self-Declaration

11	Bid Security:	<ul style="list-style-type: none"> • 2% of the estimated procurement cost • 0.5% of the estimated procurement cost for S.S.I. unit of Rajasthan and • 1% of the estimated procurement cost for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. 	<ul style="list-style-type: none"> • Banker's Cheque / Demand Draft / BG
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3.1 ELIGIBILITY CONDITION(SPECIFIC)

Eligibility Conditions are to be met as per the respective criteria mentioned above in the Eligibility Compliance Sheet

S. No	Criteria	Tier 1	Tier 2
1	Registration Status	Yes	Yes
2	PAN and GSTIN	Yes	Yes
3	Net Worth	Yes	Yes
4	Blacklisted or Debarred	Yes	Yes
5	Company's Average Turnover	INR 100 Crores or more	INR 50 Crores or more
6	Certification & Compliance	CMMI3 and ISO 9001:2000	CMMI3 and ISO 9001:2000
7	Resources on company roll for past 1 year	100	50
8	IT Projects/ Technical Capability	03(three) projects, each of minimum completed project value INR 01 Crores or more and out of them one Project of minimum completed 05 crores	03(three) projects, each of completed project value INR 50 Lakhs or more and out of them one Project of minimum completed 02 crores

- 2) A bidder participating in the procurement process shall possess the following minimum pre-qualification/ eligibility criteria. Bidder can apply for Tier 1 or Tier 2 category or both. Also, any Bidder who is applying for consulting empanelment or already empaneled under consulting category/services in RISL, will not be eligible and its bid shall be disqualified.
- 3) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
 - a. the procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/ Disqualification of bids in Chapter-5 (18): ITB"; and
 - b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

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

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

4.1 Number of vendors to be empaneled

Through this RFP, RISL intends to have a panel of vendor as under:

- ➔ For Tier 1, a panel of up to 7 (seven) empaneled vendors
- ➔ For Tier 2, a panel of up to 7 (seven) empaneled vendors

4.2 Scope of Work (Indicative)

For each project and application for which RISL is responsible, the following activities are required to be carried out by the IT manpower deployed by the selected bidders.

The projects may use existing and latest available tools/technologies including tools/frameworks designed/developed by RISL or any other technology as per the guidelines issued by MeitY/NIC/NICSI. Website/Application Software shall be designed, developed preferably on an Open-Source platform (as per project requirements). However, in certain specialized domains where Open-source solutions (OSS) meeting essential functional requirements may not be available or in case of urgent/strategic need to deploy lack of expertise (skill set) in identified technologies, the concerned Government Organization may consider exceptions, with sufficient justification. In cases where proprietary / COTS / Enterprise edition of open source solution is provided to the User Department (as per their requirement), besides the product cost as per this empanelment, all necessary cost in meeting the expenses towards License/Hosting in cloud or on-premise/premium support etc (as applicable) after handing over the application/product by the bidder to the User Department, shall be borne completely by the concerned User Department.

Technology & Domain Requirement

#	Technology	
		Microsoft, Java, Prevailing / Emerging Advance/ Open Source Technologies (Big Data[Hot & Works], Analytics [SAS, Tableau, PowerBI], AI, ML, RPA, Block Chain, Ethical Hacking, Testing, Information Security, 3-D Printing, Cloud Technology, AR/VR)
1.	Application Development Framework	.NET, Java
2.	Platform	Windows, Unix, Linux, IBM, Oracle ExaLogic, Oracle exaData, Microsoft Azure, AWS , IBM PureAPP, Oracle Zdra, Crystal Report, VmWare
3.	Scripting Language	JavaScript, PHP, Python, VB script, Ruby, Pearl
4.	Web/ Portal / Content Management/ Mobile App Development Framework	SharePoint, NodeJS, AngularJS, Magento, Drupal, WordPress, Axpert, Adobe Suite, IBM Work light, Omni Plus
5.	Database	Oracle, MySQL, SQL Server, SQLite, PostgreSQL, DB2, MongoDB

6.	Middleware	IIB, ESB Mule, WMQ, RabbitMQ, BizTalk, Fusion/ SoA Suite
7.	DMS	SharePoint, FileNet, OmniDocs, Alfresco
8.	e-Form	SharePoint, Oracle , Lotus Forms, Adobe
9.	Cryptography/Encryption	HSM, DSM, PKI, e-Sign, Digital Signature
Some of the Domains - Aadhaar (AUA/ASA level Implementation), Agriculture, Mining, Energy, Finance, Pollution Control, Revenue, Land Reforms, Excise, Education, Taxation, Scheme Management, Health, Industries, Social Justice, Grievance Management, Networking, Infrastructure Management etc.		

4.3 Categories and Education Qualification of required IT Manpower:

The detailed across the various roles/designations, education, qualification (Tier- 1 Candidates should be passed out from reputed Institutes/ Universities) and the experience profile requirements, of IT Manpower for IT/ITes/Software Development services, are given below:

Sr.No	Profile	Min. Year of Experience for Tier-I	Min. Year of Experience for Tier-II	Educational Qualification
A	Development & Testing			
1.	Developer (Scripting Language)	3 Years	1 year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
2.	Senior Developer (Scripting Language)	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
3.	Developer (Application Framework)	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
4.	Senior Developer (Application Framework)	8 Years	6 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
5.	Functional Tester	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
6.	Application Tester	5 Years	3 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
7.	Full Stack Developer	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
8.	ESB Developer	5 Years	3 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
9.	Block Chain Developer	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
10.	Mobile Application Developer	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.

11.	Rapid Application Developer	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
12.	UI UX Designer	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
B	GIS & Others			
1.	GIS based Digitization Operator	2 Years	0-1 year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
2	Image Processing Experts	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
3.	GIS Platform Management Expert	5 Years	3 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
4.	3-D Data Modeller	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
5.	Sr. 3-D Data Modeller	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
6.	Support Engineer	2 Years	0-1 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
7.	AR/VR Developer	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
8.	Junior Domain Expert	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
9.	Domain Expert	5 Years	3 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
10.	Sr. Domain Expert	8 Years	6 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
C	Database, Networking & Security			
1.	Database Expert	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
2.	Sr. Database Expert	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
3.	IT Security Expert	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
4.	Sr. IT Security Expert	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
5.	Network Specialist	3 Years	1 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
6.	Sr. Network Specialist	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.

7.	System Specialist	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
8.	Sr. System Specialist	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
9.	Certified Ethical Hacker	4 Years	2 years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
D	Technical /Data Architect and Emerging Technology			
1.	Technical / Solution Architect	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
2.	Sr. Technical/ Solution Architect	8 Years	6 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
3.	Oracle Golden Gate Engineer	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
4.	Data Analyst	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
5.	ETL/Analytics Expert	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
6.	Identity & Access Management Architect	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
7.	AI & ML Developer	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
8.	Cloud Architect	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
9.	Native Hardware Architect	4 Years	2 years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
E	Project & Quality Management			
1.	Project Manager (Technical)	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
2.	Sr. Project Manager (Technical)	8 Years	6 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
3.	Quality Manager (Technical)	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
4.	Sr. Quality Manager (Technical)	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.

5.	Business Analyst	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
6.	Content Management / Document Writer	3 Years	1 year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.

NOTE:

- 1) Where multiple skills are mentioned in the any specific resource profile requirement above, it is mandatory that the Bidder has the capacity and capability to provide, on demand by the Purchaser, resources satisfying ANY of the skills, including but not limited to the ones mentioned in the table above. For example, in the case of Software Developer, it is mandatory that the Bidder has resources satisfying ALL the areas mentioned, so that at any time when the Purchaser needs a specific skill, or a combination of skills, the Bidder must be able to supply those
- 2) The Bidder must provide only those resources that meet the Educational Qualifications and Experience as indicated in the above section, and should certify the same. Experience will be considered of overall total work experience excluding any duration of non-employment or breaks.

4.4 Mode of execution

RISL may place the work orders to the empaneled vendors for its own requirement or for its projects on behalf of its clients. Work may be awarded based on one of the modes (T&M or FPP) as described below:

a. Time & Material (T&M)

This model is based on resource deployment on man-months based on scope of work along with any additional cost like development tools etc. This model is flexible and provides opportunity to cope up with the changing requirements, shift milestones, etc. It is generally used in projects with dynamic requirements where project scope is not yet fully known. In this model, a vendor is short-listed as per the selection criteria defined in TOR. The vendor is evaluated (among empaneled vendors) on the basis of past experience in handling similar projects having sufficient resources to be deployed, resource interaction, etc. Under this mode, other than manpower, any material (if required) may be channelized through other mode(s) of procurement(s). This mode allows vendor to work at locations specified by the user department or RISL.

b. Fixed Price Project (FPP)

This model may be used in the scenario where the requirements are clear with defined milestones/deadlines with a fixed budget. It may be an effective choice when requirements, specifications and rates are highly predictable, i.e., where clients are able to share their clear vision of the software application. In this case, a TOR (having Scope of work, milestones, etc) may be floated among the empaneled vendors and a vendor may be identified based on selection criteria defined in TOR. The selected vendor will be responsible for completion of the project with the agreed terms and conditions as defined in the TOR. Change requests may be taken care either in TOR or asking for revised proposals. This mode allows vendor to work on onsite-offsite model with key resources (mutually discussed with RISL) placed onsite on need basis.

The payments may be released as per agreed terms in TOR. Usually, in this mode of projects, the payment term(s) shall be as mentioned in the Term of Reference (TOR) circulated for individual projects. The payment to the vendor will be made on the completion of the milestone as finalized

by the project specific committee and agreed by the vendor. A certificate of completion of a milestone needs to be given by the concerned User Department.

Work Orders, including extension orders, will be limited to a cumulative cost of up to 2 crores in project mode.

4.5 Deployment of personnel/ Resources

- 4.3.1 The Selected Agency shall provide such qualified and experienced Personnel required to carry out the Services as per the detailed Scope of Work specified in the Contract and work provided by RISL/ Nominated Agencies.
- 4.3.2 Competent Authority may decide to interview and approve candidates who can be deployed by the Selected Agencies for any project.
- 4.3.3 Selected Agency should deploy only those candidates whose profile is approved by the State Government or User Department. The deployment resource must be employed directly by the selected agency and included on their payroll. In case of non-compliance the department may levy penalty as per penalty clause on the Selected Agency.
- 4.3.4 Selected Agency should deploy persons with requisite skills and experience required for the job as specified under the Contract to the satisfaction of the Purchaser.
- 4.3.5 The deployment of all resources shall happen within 4 weeks from the date of award of contract. In case of non-compliance the department may levy penalty as per penalty clause on the Selected Agency
- 4.3.6 The Selected Agency shall bear all travel and other costs incurred in deploying the personnel.
- 4.3.7 The resources being provided by the Selected Agency under various categories will work under the overall supervision of RISL/ Nominated Agencies.
- 4.3.8 The Selected Agency should ensure performance and quality of the resources provided. The Bidder will be instructed by RISL through written notice to change the staff because of incompetence, conflict of interest, or wilful misconduct etc.
- 4.3.9 The deployment of manpower resources shall be as per terms and conditions mentioned in ToR.
- 4.3.10 The Selected Agency shall be liable for damages on account of any violation by the employees deployed under the Information Technology Act and other prevalent laws of the country.
- 4.3.11 The Selected Agency shall provide an undertaking for the implementation of Data Confidentiality and privacy of the projects undertaken.
Background Verification – The Selected Agency must ensure proper background verification check including at a minimum, check for date of Birth, educational qualifications, and experience and police verification of antecedents. An HR Declaration of proper verification should be submitted for each resource deployed. The Selected agency should keep a record of such verification and upon request from the RISL for the verification records, the Selected Agencies should submit the same within a reasonable time.
- 4.3.12 The Selected Agency shall be liable for all acts of omissions and commission by its employees deployed under this contract and RISL shall stand insulated against aggrieved third-party complaints against any civil or criminal actions of the selected agency or its employees.
- 4.3.13 RISL/ Nominated Agencies shall arrange for laptops or desktops for the deployed resources and shall provide connectivity as per the needs.

4.3.14 RISL/ Nominated Agencies will arrange for seating places. However, generally the resource at any level across state are expected to be on the move and flexible working locations given the nature of the work.

Note: -

1. In case where the resource requirements in a specific work order is reasonably large in number, or the requirement is across multiple locations, Bidder may request, and Purchaser may mutually agree to relax the timeline stated above.
2. The Selected Agency should ensure that the minimum years of experience as per the profile requirement are adhered to.
3. The Selected Agency should ensure that the candidate is selected after following the due process as agreed and finalized by RISL/ Nominated Agencies. The Selected Agency should share the documentary evidence of due diligence as per the process finalized with RISL.
4. The Selected Agency is free to nominate candidates with more years of experience than listed in the requirement above.
5. At least 70% of approved rate must be paid to the resources on a monthly basis.
6. However, once a candidate is selected for a particular Designation or Role, then the years of experience of that candidate that will be considered for the purpose of this RFP, will be the years of experience as given in the RFP.

For e.g. if the Selected Agency suggests a candidate with 6 years of experience as a Software Support Engineer, where the number of years of experience as listed in the profile requirement is 3 years, then that candidate's profile experience will be considered as 3 years for the purpose of this document.

4.6 Replacement of personnel:

- 4.4.1 The Selected Agency should deploy persons with requisite skills and experience required for the job as specified under the Contract. The **RISL** will have the right to ask for replacement of any person/persons who do not display adequate expertise and experience in the required field or any other reasons for the intended job. The replacement has to be to the satisfaction of the **RISL/ Nominated Agencies**.
- 4.4.2 The Selected Agency shall be instructed to replace any of its personnel who is found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from **RISL**.
- 4.4.3 In case replacement is asked by RISL and planned separation by the employee from the selected agency, the employee's handover process has to be initiated by the selected agency in advance.
- 4.4.4 The new replacement employee will have to be approved by RISL prior engaging in the handover process. The selected agency will not charge RISL for this handover process. Failure on the part of the Selected Agency to find a suitable replacement as specified shall amount to a breach of the terms hereof and the **RISL** in addition to all other rights, have the right to claim damages and recover from the Selected Agency all losses/ or other damages that may have resulted from such failure.
- 4.4.5 Except as the **RISL** may otherwise agree, no changes shall be made in the Personnel provided. If, for any reason beyond the reasonable control of the Selected Agency, it becomes necessary to replace any of the Personnel, the Selected Agency shall forthwith provide as a replacement, a person of equivalent or better qualifications in Agreement with the **RISL**. The penalty for such conditions may be levied after thorough examination

of the case by the competent authority.

- 4.4.6 The 'Man Month Rate' by Level applicable for the replacement Personnel shall be the same as of the replaced Personnel.
- 4.4.7 The Selected Agency shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
- 4.4.8 Replacement in such cases as mentioned above will have to be deployed within 30 days of the start of notice period of the resource.
- 4.4.9 If the Purchaser finds that:
- any of the Personnel provided has committed serious misconduct or has been charged with having committed a criminal action, or
 - has reasonable cause to be dissatisfied with the performance of any of the Personnel, then The Selected Agency shall, at the Purchaser's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.

4.7 Release request from the Selected Agency

- 4.7.1 Apart from the above cases for replacement of staff, under no circumstances can the Selected Agency replace any staff on their own.

4.8 Others

- 4.6.1 Deployed resource must be a full-time employee of the selected agency for the entire project period.
- 4.6.2 If additional work is required beyond the Scope of Work specified in the Contract, estimated periods of engagement of the personnel set forth may be increased by mutual Agreement in writing between the Selected Agency and the Purchaser.
- 4.6.3 RISL may ask the selected agency for deployment of resources on partial (example 25%, 50%, 75% etc.) or full-time basis depending upon the scope of work and requirement of the project.
- 4.6.4 The Selected Agency should ensure a thorough background check of each candidate who is deployed on the project.
- 4.6.5 The Selected Agency should ensure that an Organizational Level NDA is signed by the Selected Agency with every candidate that is deployed on the project, prior to deployment, and it is the responsibility of the Selected Agency to submit the same to RISL.
- 4.6.6 Each resource deployed on the project shall be entitled for 6 days of leave in a quarter (1 leave on deployment of half month) subject to upper limit of 24 in a year. Also, apart from leave each deployed resource would be eligible for Compensatory off on approval from the department. Compensatory off is off taken on a working day for work done on government holiday/public holiday.
- 4.6.7 Confidential Information, Security and Data to the Purchaser: The Selected Agency on the commencement of the exit management period will promptly supply all the following:
- a) All information relating to the current services rendered;
 - b) Documentation relating to any of the State Project's Intellectual Property Rights;
 - c) Any State Project data and confidential information;
 - d) All other information (including but not limited to documents, records and Agreements) relating to the services reasonably necessary to enable Purchaser, to carry out due diligence in order to transition the provision of the Services to

Purchaser;

- e) All hardware (including laptops, printers, pen drives etc if any) which is a property of the Purchaser.

4.9 Payment Schedule

Please refer Section '1:- Payment Terms and Schedule' of Chapter '7' of this RFP.

5. INSTRUCTION TO BIDDERS (ITB)

1) Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand or BG, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bid security of unsuccessful bidders shall be refunded soon after completing the bid process.
- h) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - c. when the bidder fails to commence the services or execute work as per supply/ work order within the time specified;
 - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- i) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- j) No interest shall be payable on the bid security.
- k) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- l) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or

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

2) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of NIB and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the SPPP and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.

3) Pre-bid Meeting/ Clarifications

- a) 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 bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications 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 bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.
- e) Bidders need to submit pre-bid queries in a prescribed format (Annexure-2)

4) Changes in the Bidding Document

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

made to the bidding document by the procuring entity; provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

5) Period of Validity of Bids

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

6) Format and Signing of Bids

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

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

		by authorized signatory (PDF)
7.	Certificate of Conformity/ No Deviation	As per Annexure-5 (PDF)
8.	All the documents mentioned in the "Technical Evaluation Criteria", in support of the Technical Documents	All the necessary documents required in Technical Evaluation Criteria (PDF)

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-6 (PDF)
2.	Financial Bid– Format	As per BoQ (.XLS) format available on e-Procurement portal

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

7) Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

8) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

9) Deadline for the submission of Bids

- a) Bids shall be submitted online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum,

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

10) Withdrawal, Substitution, and Modification of Bids

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

11) Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima- facie responsiveness and ensure that the:-
 - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) Selection Method

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

13) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid.

The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.

- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

14) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on

the basis of the information or documentation received from the bidder under (b) above.

c) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- d) 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.
- e) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) Evaluation & Tabulation of Financial Bids

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

- a) For two part / cover Bid system, the financial Bids of the bidders who qualified in technical evaluation, shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present.
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) Conditional Bids are liable to be rejected;
- e) The Commercial Evaluation will be done after multiplying the price with the following Multiplication Factor:

Item/Category Group	Detail	Commercial Unit	Multiplication Factor
Development & Testing	S.No 1 to 12 of BOQ	Rs. Per man month	5
GIS & Others	S.No 13 to 22 of BOQ	Rs. Per man month	4
Database, Networking & Security	S.No 23 to 31 of BOQ	Rs. Per man month	3
Technical /Data Architect and Emerging Technology	S.No 32 to 40 of BOQ	Rs. Per man month	2
Project & Quality Management	S.No 41 to 46 of BOQ	Rs. Per man month	1

- f) The calculation for weighted average value shall be based on the following formula: $\sum(\text{Rate for each Item} * \text{Multiplication factor}) / \text{Total profiles}$.
- g) The ‘Least Rate’ will be calculated on the basis of minimum weighted rate per man month (each profile) across rates quoted by all qualified bidders.
- h) In case ‘Unnatural Rates’; The bid evaluation committee shall recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;

- i) The Price quoted by the Bidder should include all costs and all taxes / duties (except GST) 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;
- j) The offers shall be evaluated and marked L1, L2, L3 etc. based on minimum weighted average value. 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.
- k) If more than 7 bidders have fulfilled the eligibility criteria then the top 7 bidders in ascending order of L1 rates shall be allowed to match the 'least rate' across all profile.
- l) Other eligible bidder will also be allowed to match the 'least rate' across all profile if other bidders in 'j' refuse to match 'least rates'. However, the total no. of agencies for empanelment and rate contract will not exceed 7 in case of tier 1 and 10 in case of tier 2;
- m) If less than or equal to 7 bidders have fulfilled the eligibility criteria, then all the eligible bidders shall be allowed to match the 'Least rate' across all profile.
- n) Bidders meeting above mentioned criteria 'k', 'l' and 'm' and who agreed to meet 'Least Rate' prices across all profile shall be eligible for empanelment and rate contract by RISL.
- o) In case of tie between agencies, for "allowed to match the 'least rate' across all profiles" or "eligible for empanelment" then all agencies involved in tie, will be entitled for subsequent proceeding. In that case, no. of agencies for empanelment and rate contract may exceed 7. The final decision shall reserve with RISL.
- p) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the service required to be procured.
- q) The bidders are required to quote for each profile, if any chance bidder does not quote any rate in respect of any profile, the bid will be rejected.

16) Correction of Arithmetic Errors in Financial Bids

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

- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre- bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder

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

18) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the bidder submits bid for both tier 1 and tier 2 empanelment
 - b. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - c. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - d. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - e. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - f. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - g. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

19) Lack of competition

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

20) Acceptance of the successful Bid and award of contract

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

the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

21) Information and publication of award

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

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

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

23) Right to vary quantity

- a) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract, if allowed in the bidding documents. The fair market value of such extra items payable by the procuring entity to the contractor shall be determined by the procuring entity in accordance with guidelines prescribed by the administrative department concerned.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.

24) Performance Security

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

- the provision of performance security in particular procurement or any class of procurement.
- b) The performance security shall be @2% of total estimated value of rate contract.
 - c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque or BG of a scheduled bank;
 - d) Performance security furnished in the form specified in clause [c.] above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period if any.
 - e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to satisfactorily complete work/ provide services as per scope of tender/ RFP.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
 - g) No interest shall be payable on the PSD.
 - h) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

25) Execution of agreement

- a) A procurement contract shall come into force from the date on which the contract/ agreement is signed.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

26) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

27) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. After the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who'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.

28) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - iii. improper use of information shared between the procuring entity and the bidders

- with an intent to gain unfair advantage in the procurement process or for personal gain;
- iv. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - v. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vi. any obstruction of any investigation or audit of a procurement process;
- b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any Govt entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

29) Conflict of Interest

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

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

30) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;

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

31) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (b) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Secretary, Finance (Budget), GoR
Second Appellate Authority: Addl. Chief Secretary, Finance, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-09 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal

- shall be rupees ten thousand, which shall be non-refundable.
- b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

32) Stay of procurement proceedings

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

33) Vexatious Appeals & Complaints

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

34) Offenses by Firms/ Companies

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

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

- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

35) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of above (a&b) points for any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

36) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and/ or service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and/or service is to be obtained continuously or is batched. If the entire quantity of goods and/or service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and / or service is observed a performance notice would be given

- to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
 - e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
 - f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

37) Verification of Eligibility Documents by RISL

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

38) Price Fall

- a) If the bidder i.e. rate contract holder quotes/ reduces its price to render similar services at a price lower than the rate contract price at similar conditions to anyone in the state at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under the rate contract and the rate contract shall be amended accordingly.
- b) The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days (15) time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.
- c) The bidder, for compliance of the (a) above, shall furnish an undertaking to the Purchaser along with each bill for payment for supplies made against the Rate Contract.

39) Issuance of Work Order under Rate Contract

- a) The procedure for issuance of Work Order to empaneled and rate contract firms shall be defined in Administrative Order to be issued by RISL. However, the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from RISL.
- b) Work order will be issued for the period of up-to 2 Years, SLA will be applicable till the entire duration of work order.

- c) Work order issued during the empanelment period will be remain valid till the duration of work order. Work order period can exceed the empanelment period up-to 2 years further.

40) General Instructions

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

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Man-Month" means one resource working for 1 month (Calendar working days as per GoR).
- f) "Delivery" means the transfer of the services from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- g) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- h) "Goods" means all of the services that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- i) "Purchaser" means the entity purchasing services, as specified in the bidding document.
- j) The "Services" means IT-Manpower Services to be provided to the Purchaser under the Contract
- k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- l) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods/ Services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- m) "Successful or Selected bidder or Selecte Agency" means private or government entity, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- n) "The Site," where applicable, means the designated project place(s) named in the bidding document.
- o) "IPR (Intellectual Property Rights)" means any patents, copyrights, trademarks, trade names, industrial design, trade secret, permit, service marks, brands, proprietary information, knowledge, technology, licenses, databases, software, know-how, or other form of intellectual property rights, title, benefits or interest, whether arising before or after execution of the Contract.

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

1) Contract Documents

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

2) Interpretation

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

3) Language

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

4) Joint Venture, Consortium or Association

Consortium, Joint Venture is not allowed under this RFP

5) Eligible Services

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

6) Service of Notice, Documents & Orders

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

- a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- B. When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.
- C. A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

7) **Governing Law**

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

8) **Scope of Services**

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

9) **Delivery of Services**

- a) Subject to the conditions of the contract, the delivery of the services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of deliverables and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made as per Scope of RFP/ WO after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to deliver the services/ deploy the resources at various departments and/ or their offices/ locations mentioned in the PO/ WO.
Shifting the place of deployment: The user will be free to shift the place of deployment of resources for the said services within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, including transportation, in relocating the resources.

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

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

11) **Purchaser's Responsibilities**

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

complying with such requirements in a timely and expeditious manner.

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

12) **Contract Price**

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

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

- a) Recovery of penalties, etc shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, or for delay in supply of services/ deliverables unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with tendering authority for this tender.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14) **Taxes & Duties**

- a) The TDS, GST, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) For services supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For services supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted services to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

15) **Copyright**

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

16) **Confidential Information**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly (including hard and soft copies) by the other party hereto in connection with the Contract, whether such information

- has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
 - c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
 - d) The obligation of a party under sub-clauses above, however, shall not apply to information that:
 - i. the Purchaser or Supplier/ Selected Bidder need to share with RISL or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
 - e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
 - f) The provisions of this clause shall survive during the course of agreement and after three years of completion or termination, for whatever reason, of the contract.

17) Insurance

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

18) Delivery period & Extent of Quantity – Repeat Orders

- a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the firm order from the Purchase Officer.
- b) The selected bidder shall arrange supplies within the stipulated time period.
- c) If the orders are placed in excess of the quantities, the bidder shall be bound to meet the required supply. Repeat orders may also be placed on the rate and conditions given in the bidding document. If the bidder fails to do so, the Purchase Officer shall be free to arrange for the balance supply by limited tender or otherwise and the extra cost incurred shall be recoverable from the bidder.

19) Payments

- a) Advance Payment will not be made.
- b) Unless otherwise agreed between the parties, payment for the delivery of the stores will be made on submission of bill in proper form by the bidder to the Purchase Officer in accordance with General Financial and Accounts Rules (G.F.& A.R) all remittance charges will be borne by the bidder.
- c) In case of disputed items, the amount of disputer items shall be withheld and will be paid on settlement of the dispute.
- d) Any Official travel to be undertaken for project work as directed by the Purchaser will be borne by the Purchaser.
- e) It is the clear understanding of the Selected Agency that the complete scope as defined or as may be required for the intended objective is included in the Rates by Level. No extra payment apart from the quoted Rate by Level will be made in order to achieve the intended objectives. Reasons like, Selected Agency having not envisaged / considered a particular activity or element of cost required to be carried out for achieving the intended objective or some activity not specifically mentioned in the Contract but required to be carried out for achieving the intended objective, will not form basis for considering extra payments.
- f) No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules however compensatory off will be allowed.

20) Settlement of Disputes

Any dispute arising out of contract shall be settled as per the provisions of Arbitration and Conciliation Act 1996.

21) Legal

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

22) Indemnity

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

- i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

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

- supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
 - c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
 - d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
 - e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

23) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay penalties to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

24) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, Penalties, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event.

Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the RISL, the RISL may take the case with the supplier/ selected bidder on similar lines.

25) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. Profile of Personnel required;
 - ii. the place of deployment; and
 - iii. the scope of services to be provided by the supplier/ selected bidder in terms of DPR, Bid Management, Project Management , etc.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s/ selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s/ selected bidder’s receipt of the Purchaser’s change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.
- d) Procedure of change Order:-
 - a. Upon receiving any revised requirement/advice, in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser.
 - b. In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
 - c. In either of the two cases as explained in a. and b. above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a Change Order or not.
 - d. If it is mutually agreed that such requirement constitutes a “Change Order” then the Selected Agency will study the revised requirement and assess subsequent schedule and cost effect, if any.
 - e. If Purchaser accepts the implementation of the Change Order in writing, then the Selected Agency shall commence to proceed with the enforcement of the Change Order.
 - f. In case, mutual Agreement under Clause d. above, i.e. whether new requirement constitutes the Change Order or not, is not reached, then the Selected Agency in the interest of the works, shall continue providing Services as defined under the Contract. The time and cost effects in such a case shall be mutually verified and recorded. Should it establish that the said work constitutes a Change Order, the same shall be compensated considering the records kept in accordance with the Contract.

- g. The Selected Agency shall submit necessary back up documents for the Change Order showing the break-up of the various elements constituting the Change Order for the Purchaser's review. If no Agreement is reached between the Purchaser and Selected Agency within 30 days after Purchaser's instruction in writing to carry out the
- h. change concerning all matters described above, either party may refer the dispute to the 'Management Committee' comprising of senior officials from the DOI&C, GOR.

26) Duration of the Project/ Contract:

- a) The term under this Contract will be for a period of 24 months as per RTTP Rules/ Act which can be extended more for similar term with the mutual consent of both parties.
- b) If required by the Purchaser, an extension of the term can be granted to the Selected Agency. The final decision will be taken by the Purchaser.
- c) The Purchaser shall reserve the sole right to grant any extension to the term mentioned above and shall notify in writing to the Selected Agency, at least 1 month before the expiration of the term hereof, whether it will grant the Selected Agency an extension of the term. The decision to grant or refuse the extension shall be at the Purchaser's discretion.
- d) Where the Purchaser is of the view that no further extension of the term be granted to the Selected Agency, the Purchaser shall notify the Selected Agency of its decision at least 1 (One) month prior to the expiry of the Term. Upon receipt of such notice, the Selected Agency shall continue to perform all its obligations hereunder, until the day of expiry of contract.

27) Termination

a) Termination for Default

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- iv. As on effective date of termination, Tendering Authority shall pay:
 - a. The unpaid value of all the assets/ services supplied by the bidders and accepted by the purchaser in accordance with the tender document.
 - b. All the services delivered by the bidder and accepted by the purchaser, the consideration payable shall be based on services rate as per agreement.

b) Termination for Insolvency

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

c) Termination for Convenience

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The services that are complete and ready for deployment/ delivery within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining services, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Services Or and for materials and parts previously procured by the supplier/ selected bidder.
- iv. As on effective date of termination, Tendering Authority shall pay:
 - a. The unpaid value of all the assets/ services supplied by the bidders and accepted by the purchaser in accordance with the tender document.
 - b. All the services delivered by the bidder and accepted by the purchaser, the consideration payable shall be based on services rate as per agreement.

28) Exit Management

- a) Preamble
 - i. The word 'parties' include the procuring entity and the selected bidder.
 - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
 - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
 - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
 - i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a 45 days period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the

- selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
 - iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide RISL or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
 - iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
 - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
 - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
 - d. That the products and technology delivered to RISL/ Line Departments during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL/ Line Departments. Supplied software & documents etc., used by selected bidder for RISL/ Line Departments shall be the legal properties of RISL/Line Departments.
- c) Cooperation and Provision of Information during the exit management period
- i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
 - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining

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

d) Confidential Information, Security and Data

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

- i. Documentation relating to Intellectual Property Rights;
- ii. Project related data and confidential information, All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
- iii. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
- iv. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
- ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f) General Obligations of the selected bidder

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

- i. If an empaneled agency fails to submit proposals against 5 continuous presentations, they will be debated and blacklisted and their PBG will be forfeited .
- ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

- g) Exit Management Plan
- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOW.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL/ designated departments operations as a result of undertaking the transfer; and
 - iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
 - v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
 - vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
 - vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
 - viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
 - ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
 - x. It would be the responsibility of the selected bidder to support new operator during the transition period.
- h) Training, handholding and knowledge transfer
- i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL or Line Departments (if any) in the last 45 days of the project duration.
 - ii. The selected bidder shall hold operational hand-holding sessions on the developed mobile applications with the designated officers/ staff members, so that RISL or line departments (if any) can continue with the applications even after selected bidder exits the project.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

- a) **Payment terms & schedule** - Payments to the successful/selected bidder shall be made on the services provided by the Selected Agency as per the Scope of Work mentioned under the RFP/ Contract signed between the Selected Agency and the Purchaser.
- b) The Payment shall be released by the Purchaser as per the terms and conditions laid out in the

contract issued by RISL or user department.

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

#	Deliverables	TimeLine	Applicable on
i.	Submission of PSD @ 3% of Work Order Value	30 days from Work Order Date	First time payment only.
ii.	Submission of verified resume, HR undertaking towards eligibility and experience as per RFP and Non Discloser agreement.	At the time of Deployment / Replacement	Payment duration in which new deployment / replacement happened.
iii.	Performance Satisfactory Report of individual resource	Every Month	All payments.
iv.	Quarterly Invoice (in case of T&M) / Milestone-based Invoice (in case of FPP)	Quarterly (in case of T&M) / After acceptance of respective milestone (in case of FPP)	All payments.
v.	Project Continuity/Closer Document	At time of Replacement / Project closure.	Payment duration in which resources are replaced / project closed.

- d) Travel allowance, stay allowance, daily allowance or any other allowances with respect to individual staff deployed for the execution of this project outside of their assigned work location and approved by RISL/ Nominated Agency, will be borne by RISL at actuals. If the performance of any individual resource is found to be unsatisfactory: No payment will be made for that specific resource during the period of unsatisfactory performance.
- e) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed by each deployed resource, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract. The Selected Bidder shall submit the invoice for payment on a monthly basis along with the OPE incurred (or as applicable in the department), clearly indicating the payment & expenses that has been accrued in each month.
- f) The requisite payment will be released by the Purchaser upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency. If the deliverables submitted / work performed by the Selected Agency is not acceptable to the Purchaser, payments shall not be released to the Selected Agency. This is without prejudicing the Purchaser's right to levy any Penalties based on the Service levels agreed between the Purchaser and the Selected Agency. In such case, the payment will be released to the Selected Agency only after it re-submits the deliverable / performs work and which is accepted by the Purchaser
- g) In case of early termination of the Contract between the Purchaser and the Selected Agency, the payment shall be made to the Selected Agency as mentioned here with.
- The Selected Agency shall provide the details of Personnel provided as per the Time Sheet during the period from last payment till the date of termination. Based on such details, the payment due will be calculated and paid as per the agreed 'Man Month Rate' by Level.
 - Penalties, if any, for violating the Service Levels will be computed at the end of each

- payment cycle (bi-monthly or as applicable in the department)). These Penalties would be adjusted in the payment due to the Selected Agency in the subsequent month
- h) Due payments shall be made promptly by the purchaser, generally within ninety (90) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
 - i) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
 - j) All remittance charges will be borne by the supplier/ selected bidder.
 - k) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
 - l) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

2) Service Level Standards/ Requirements/ Agreement:

- a) **Purpose & Duration of SLA:** The SLA purpose is to enforce a contract between the selected bidder and Purchaser. The SLA would come into effect from the date of agreement and until the successful completion of the onsite warranty/operations & maintenance period.
- b) Selected Agency is expected to meet the following Service Levels in the normal course of carrying out the activities as per the detailed Scope of Work. In case of default on any or all such Service Levels, the Purchaser will reserve the rights to levy Penalties on the Selected Agency

#	Service	Expected Service level	Penalty level in case of default
1.	Deployment of personnel for project after signing the Contract with the Purchaser or any subsequent requirement/replacement from the Purchaser during the Contract period.	4 weeks	Penalty will be calculated on per day basis for entire duration where the service level breached. Penalty Per Resource = Delay in days* (MMR / days in Month)
2.	replacement of individual resource at the request of the Selected Agency	No personnel shall be replaced or removed within three months of their joining date or the work order start date, whichever is applicable	The penalty amount will be equivalent to the 100% of MMR for the respective profile.
		At least 15 days overlap should be present between exit of outgoing resource and onboarding of new resource. The handover process needs to be	50,000 per breach

		documented as per RFP and duly certified by the department and the selected Agency.	
	Replacement of individual resource at the request of the OIC	Resources presented in presentation can not be altered in first 3 months.	If any resource altered by any OIC due to unsatisfactory performance, that resource can not be taken by that OIC is full empanelment period in any project.
3.	Submission of deliverables	Submission of deliverables as per Payment Terms and Schedule	A penalty of 0.1% (Zero Point One Percent) of the Work Order (WO) value will be charged for each day of delay (Per Breach) Only applicable on clause C(i) and C(ii) of Payment Terms and Schedule.
4.	Willful absence / withdrawal of Resource without permission of the Purchaser / Competent Authority	<ul style="list-style-type: none"> 100% attendance except permitted leave of absence. 	Over and above the deduction of man-month rate of the absentee resource for the absence period, a penalty of twice the amount payable per day for the absentee resource for the period of absence may be levied.
5	Submission of deliverables (in case of project mode projects)	<ul style="list-style-type: none"> Up to week – No penalty subject to condition that the causes for delay are not attributed to the bidder. 	0.5% of the delayed milestone (or item in default, as applicable) per day of delay subject to maximum 10% of work order value

3) Calculation of Penalties:

- The penalty percentages applicable for violation of Service Levels are specified in the table above. (except pt. no. 5 above). In any case, the maximum penalty for any given month shall not exceed 30% of the total work order value.
- In situations where the Selected Agency has incurred a Penalty of equal to or more than 10% of work order value for three (3) consecutive months at any time during the Contract Period, the Purchaser reserves the right to either invoke the termination Clause or terminate the Contract altogether.
- The Purchaser also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the Purchaser, if for any reason stated in the Contract document, the Contract of the Selected Agency is terminated.

4) Service Level Change Control

- It is acknowledged that the Service Levels may change as the roles and responsibilities evolve over the course of the Contract period.

- b) Any changes to the Service Level provided during the term of the Contract between the Purchaser and the Selected Agency and as defined above, will be requested, documented and negotiated in good faith by the Purchaser and the Selected Agency. Change in Service Level can be requested by either party (Purchaser or Selected Agency).
- c) Upon receiving any revised requirement in writing, from the Purchaser, the Selected Agency would discuss the matter with the Purchaser to gain a better understanding of the requirement.
- d) In case such requirement arises from the side of the Selected Agency, it would communicate in writing the matter with Purchaser as well as discuss the matter, giving reasons thereof.
- e) In either of the two cases as explained above, both the parties will discuss on the revised requirement for better understanding and to mutually decide whether such requirement constitutes a change in Service Levels or not.
- f) If it is mutually agreed that such requirement constitutes a “Change in Service Levels” then a new Service Level Agreement will be prepared and signed by the Selected Agency and Purchaser to confirm a “Change in Service Level” and will be documented as an addendum to this Contract.
- g) In case, mutual Agreement is not reached, then the Selected Agency shall continue providing Services under the current Service Levels as defined in the contract.

5) Source Code and Intellectual Property Rights (IPR)

- a) The selected bidder shall not own any raw data/ intermediate data/ finished product/ customized solution/ initial, source code, intermediate & final reports etc. generated as part of this project. All such data / information should be transferred to RISL/ DoIT&C by not keeping any copy of such data / information with the successful bidder at the time of exiting the project or as desired by Department.
- b) Intellectual Property Rights (IPR) of all the deliverables, including data captured, source code, intermediate data, all information pertaining to customized development of application / software component etc., shall remain with RISL/ DoIT&C.
- c) The selected bidder shall not keep/ store/ distribute copy of raw as well as developed data at its premises or elsewhere without the knowledge of RISL/ DoIT&C during and after the completion of the contract period.
- d) The selected bidder shall delete all such copies of data available with them during the closure of the contract and submit an understanding on to RISL/ DoIT&C in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only on the compliance of same.
- e) Any breach of trust/ source code/ IPR during the project may lead to termination of the project and necessary action/ legal proceeding as deemed fit by RISL/ DoIT&C

ANNEXURE-1: Resource Requirement

Sr.No	Profile	Min. Year of Experience for Tier-I	Min. Year of Experience for Tier-II	Educational Qualification
A	Development & Testing			
1.	Developer (Scripting Language)	3 Years	1 year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
2.	Senior Developer (Scripting Language)	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
3.	Developer (Application Framework)	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
4.	Senior Developer (Application Framework)	8 Years	6 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
5.	Functional Tester	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
6.	Application Tester	5 Years	3 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
7.	Full Stack Developer	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
8.	ESB Developer	5 Years	3 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
9.	Block Chain Developer	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
10.	Mobile Application Developer	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
11.	Rapid Application Developer	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
12.	UI UX Designer	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
B	GIS & Others			
1.	GIS based Digitization Operator	2 Years	0-1 year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
2	Image Processing Experts	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
3.	GIS Platform Management Expert	5 Years	3 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.

4.	3-D Data Modeller	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
5.	Sr. 3-D Data Modeller	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
6.	Support Engineer	2 Years	0-1 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
7.	AR/VR Developer	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
8.	Junior Domain Expert	2 Years	0-1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
9.	Domain Expert	5 Years	3 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
10.	Sr. Domain Expert	8 Years	6 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
C	Database, Networking & Security			
1.	Database Expert	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
2.	Sr. Database Expert	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
3.	IT Security Expert	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
4.	Sr. IT Security Expert	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
5.	Network Specialist	3 Years	1 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
6.	Sr. Network Specialist	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
7.	System Specialist	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
8.	Sr. System Specialist	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
9.	Certified Ethical Hacker	4 Years	2 years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
D	Technical /Data Architect and Emerging Technology			
1.	Technical / Solution Architect	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
2.	Sr. Technical/ Solution Architect	8 Years	6 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
3.	Oracle Golden Gate Engineer	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.

4.	Data Analyst	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
5.	ETL/Analytics Expert	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
6.	Identity & Access Management Architect	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
7.	AI & ML Developer	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
8.	Cloud Architect	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
9.	Native Hardware Architect	4 Years	2 years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
E	Project & Quality Management			
1.	Project Manager (Technical)	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
2.	Sr. Project Manager (Technical)	8 Years	6 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
3.	Quality Manager (Technical)	3 Years	1 Year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
4.	Sr. Quality Manager (Technical)	6 Years	4 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
5.	Business Analyst	4 Years	2 Years	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.
6.	Content Management / Document Writer	3 Years	1 year	(B. Tech / B.E in any discipline) / MCA / M.Sc (IT) with relevant experience.

ANNEXURE-2: PRE-BID QUERIES FORMAT

{to be filled by the bidder}

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

Name of Person(s) Representing the Company/ Firm:

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE

{to be filled by the bidder}

To,

{Procuring entity},

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with NIB reference No.

_____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization:

- Date: _____

Place: _____

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

ANNEXURE-4: SELF-DECLARATION

{to be filled by the bidder}

To,

{Procuring entity},

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

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any Govt. entity in India during the last three years
- e) does not have any debarment by any other Govt. procuring entity in India at the time of bid submission
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization:

- Date: _____

Place: _____

ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION

{to be filled by the bidder}

To,

{Procuring Entity},

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization:

- Date: _____

Place: _____

ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER

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

To,

{Procuring Entity},

Reference: NIB No. : _____ Dated: _____

Dear Sir,

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

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

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

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

I / We agree to abide by this bid for a period of ___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 (For Tier 1 /Tier 2) In case bidder is Applying for both then separate BOQ to be uploaded marking as Tier applied.

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

• Tender Inviting Authority: MD, RISL							
Name of Work: RFP for ""							
Empanelment being applied for: <Tier 1> or <Tier 2>							
NIT Ref. No.:							
Bidder Name :							
PRICE SCHEDULE (ITEMS)							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded on e-Proc after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
Sl.No.	Resource Description	Multiplication Factor	Man Month Rate (incl. all other Taxes except GST) (in INR)	Applicable GST (In INR @ 18%)	Total Price including GST (In INR.)	Total Weighted Price including GST (In INR.)	Total Weighted Price including GST (In Words)
1	2	3	4	5	6=4+5	7=6x3	8
1.	Developer (Scripting Language)	5					
2.	Senior Developer (Scripting Language)	5					
3.	Developer (Application Framework)	5					
4.	Senior Developer (Application Framework)	5					



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

5.	Functional Tester	5					
6.	Application Tester	5					
7.	Full Stack Developer	5					
8.	ESB Developer	5					
9.	Block Chain Developer	5					
10.	Mobile Application Developer	5					
11.	Rapid Application Developer	5					
12.	UI UX Designer	5					
13.	GIS based Digitization Operator	4					
14.	Image Processing Experts	4					
15.	GIS Platform Management Expert	4					
16.	3-D Data Modeller	4					
17.	Sr. 3-D Data Modeller	4					
18.	Support Engineer	4					
19.	AR/VR Developer	4					



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

20.	Junior Domain Expert	4					
21.	Domain Expert	4					
22.	Sr. Domain Expert	4					
23.	Database Expert	3					
24.	Sr. Database Expert	3					
25.	IT Security Expert	3					
26.	Sr. IT Security Expert	3					
27.	Network Specialist	3					
28.	Sr. Network Specialist	3					
29.	System Specialist	3					
30.	Sr. System Specialist	3					
31.	Certified Ethical Hacker	3					
32.	Technical / Solution Architect	2					
33.	Sr. Technical / Solution Architect	2					



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

34.	Oracle Golden Gate Engineer	2					
35.	Data Analyst	2					
36.	ETL/Analytics Expert	2					
37.	Identity & Access Management Architect	2					
38.	AI & ML Developer	2					
39.	Cloud Architect	2					
40.	Native Hardware Architect	2					
41.	Project Manager (Technical)	1					
42.	Sr. Project Manager (Technical)	1					
43.	Quality Manager (Technical)	1					
44.	Sr. Quality Manager (Technical)	1					
45.	Business Analyst	1					
46.	Content Management / Document Writer	1					
Total in Figures							

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

ANNEXURE-7: 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 Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005

(Raj). Sir,

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

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs.

_____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e.

<please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

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

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by

or that may be caused to or suffered by the RISL shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. _____(Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs.(Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

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



(1)
.....

(2)
.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

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

the

fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

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

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

Signature
(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL

For and on behalf of the RISL

Signature (Name &
Designation)

ANNEXURE-8 : DRAFT AGREEMENT FORMAT (in case of RISL) (Tentative Format)

This Contract is made and entered into on this ___ day of _____, 2020 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur- 302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work

order no. _____ dated _____ will duly supply the said articles set forth in “Annexure-I: Resource Requirement” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the
RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. ___ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the service delivery period , the recovery shall be made as defined in Service Level standards/Requirements/Agreement at Chapter 7 of this RFP

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iii. Delivery period may be extended with or without penalties if the delay in the supply of goods in on account of hindrances beyond the control of supplier or if RISL find it justified.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of ____, 2020.

Signed By:	Signed By:
Designation:, Company:	(Authorized Signatory) RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
Designation: Company:	Designation: RISL
Designation: Company:	Designation: RISL

ANNEXURE-9: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant: <please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address: <please specify>
2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>
5. Number of affidavits and documents enclosed with the appeal:<please specify>
6. Grounds of appeal (supported by an affidavit):<please specify>
7. Prayer:<please specify>

Place

Date

Appellant's Signature

ANNEXURE-10: CV Format

(To be used for providing resumes for profile for all projects in the future)

1	Proposed Position and Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has worked in the last ten years]	
9	Language Proficiency	(Read/Write/Speak) -(Excellent/Good/Fair)
10	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]	From [Year]: To [Year]: Employer: Positions held:
11	Highlights of assignments handled and significant accomplishments	Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:

ANNEXURE-11: COVER LETTER

To

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

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

Dear Sir,

- 1) Having examined the Tender, we, the undersigned, offer to propose for providing our bid for <tier 1 or tier 2> empanelment and rate contract for engagement of IT/ITes/Software Development services for Government of Rajasthan, in full conformity with the Letter of requirement.
- 2) We have read the provisions and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
- 3) We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification
- 4) We understand you are not bound to accept any proposal you receive.
- 5) Our correspondence details with regards to this Tender are:

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



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

Sincerely, [BIDDER'S
NAME]

Name

Title

Signature

Date

ANNEXURE-12: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR ELIGIBILITY

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	