

The Rajasthan State Cooperative Bank Ltd.
(RSCB)

**Request for Proposal (RFP) for Annual Technical Support &
Maintenance of Oracle Exadata Machine & Database Products
and OEM Resource**

(Single Source Procurement)

RSCB/Oracle/20-21/02 dated 5.12.2020

Mode of Bid Submission	Online through e-Procurement/ e-Bidding system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur-15
Bid Amount (Estimated Procurement Cost)	Rs.5.45 Crore (inclusive of GST)
Bid Security and Mode of Payment	Bid Security is Rs.5.45 Lakhs Bid Document fee is Rs.10,000/- RISL Processing Fee is Rs.1,000/
Bid Fee & RISL Processing Fee	<u>The above total payment of Bid Security, Bid Document & RISL Processing fee Rs.5.56 lakhs has to be deposited through Demand Draft in favour of The Rajasthan State Co-operative Bank Ltd. payable at Jaipur or through RTGS/NEFT compulsorily. The RTGS/NEFT account details of the bank is as under:-</u> Account Name: The Rajasthan State Co-operative Bank Ltd. Account No. : 91242100999 Branch: Head Office IFSC Code: RSCB0000001 Scanned copy of the demand draft or RTGS/NEFT UTR receipt has to be submitted along with the technical bid. Bid Security may be paid through bank Guarantee also
Start date and time of download of e-bid	5.12.2020, 10.00 AM
Last date and time of download of e-bid	28.12.2020, 1.00 PM
Last Date of submission of e-bid with Bid security	28.12.2020, 1.00 PM
Opening of Technical bid/e-bid	28.12.2020, 3.00 PM

Name of the Bidding Company/ Firm:			
Contact Person (Authorised Bid Signatory):			
Correspondence Address:			
Mobile No.		Telephone & Fax Nos.:	
Website & E-Mail:			
<p>The Rajasthan State Cooperative Bank Limited DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) Phone: 0141-2744832 Web: http://www.rscb.org.in, Email: rscb.ittenders@rajasthan.gov.in</p>			

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Rules	The Rajasthan Transparency in Public Procurement Rules, 2013
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any Bid, 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/Authorized Partner	The OEM (M/s Oracle or its subsidiary) or authorized partner who would be authorized by the OEM. In case of authorized partner, the work order shall be routed through the partner by purchaser and partner shall be responsible for technical support and maintenance of oracle exadata machine and database products and shall also execute the agreement with the purchaser. The EMD & Security deposit shall be deposited by the specified partner.
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. Managing Director, The RSCB Ltd., Jaipur in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order/ LoA up to 1 year.
Day	A calendar day as per GoR/ Gol.
DOIT&C	Department of Information Technology and Communications, Government of Rajasthan.
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). e-GRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/
FOR/ FOB	Free on Board or Freight on Board
Go/ GoR	Govt. of India/ Govt. of Rajasthan

Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
ICT	Information and Communication Technology.
IFB	Invitation for Bid (A document published by the procuring entity inviting Bid relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
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
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Bidding 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. RSCB in this RFP document.
RISL	RajCOMP Info Services Limited
RSCB	The Rajasthan State Cooperative Bank Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity

SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is 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.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
WO/ PO /LoA	Work Order/ Purchase Order/ Letter of Award

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

RSCB/Oracle/20-21/02 dated 5.12.2020

Name & Address of the Procuring Entity	Managing Director The Rajasthan State Cooperative Bank Limited DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan), 302015
Name & Address of the Project Officer In-charge (POIC)	AGM (Administration) DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) Email: rscb.ittenders@rajasthan.gov.in
Subject Matter of Procurement	Single Source Procurement RFP for Technical Support and maintenance of Oracle Exadata Machine & Database Products and OEM Resource
Bid Procedure	Single-stage Two part (envelope) single source e-Bid procedure e-bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest Cost Based Selection (LCBS) i.e. L1 bidder
Website for downloading Bidding Document, Corrigendum's Addendums etc.	http://eproc.rajasthan.gov.in , http://rscb.org.in , http://sppp.raj.nic.in .
Estimated Procurement Cost	Rs.5.45 Crore including GST
Bid Security and Mode of Payment	Bid Security is Rs.5.45 Lakhs Bid Document fee is Rs.10,000/- RISL Processing Fee is Rs.1,000/ <u>The above total payment of Bid Security, Bid Document & RISL Processing fee Rs.5.56 lakhs has to be deposited through Demand Draft in favour of The Rajasthan State Co-operative Bank Ltd. payable at Jaipur or through RTGS/NEFT compulsorily. The RTGS/NEFT account details of the bank is as under:-</u>
Bid Fee & RISL Processing Fee	Account Name: The Rajasthan State Co-operative Bank Ltd. Account No. : 91242100999 Branch: Head Office IFSC Code: RSCB0000001 Scanned copy of the demand draft or RTGS/NEFT UTR receipt has to be submitted along with the technical bid. Bid Security may be paid through bank Guarantee also.

Manner, Start Date and Time of downloading e-Bid and End Date and Time for uploading e-Bid.	Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 5.12.2020, 10.00 AM End Date: 28.12.2020, 1.00 PM
Date/ Time/ Place of Technical Bid Opening	Date: 28.12.2020, Time: 3.00 PM The Rajasthan State Cooperative Bank Limited, DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> 1) Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD, RTGS/NEFT details as mentioned above for Bid Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Bidding Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. 2) In case, any of the bidders fails to physically submit the Banker's Cheque / Cash/ DD as mentioned above for Bid Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Demand Draft for Bidding document fee and Bid Security should be drawn in favour of the Managing Director, "The Rajasthan State Co-operative Bank Ltd. Jaipur" ipayable at Jaipur & RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again). 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Bidding process. 6) Training for the bidders on the usage of e-Bidding System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder. 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. 10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail. 	

Managing Director
The Rajasthan State Co-operative Bank Ltd.
Jaipur (Rajasthan)

1. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

SNo.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be OEM (i.e. M/s Oracle) or its authorized partner. A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	- Copy of Certificates of incorporation - In case of Authorized partner the bidder has to provide letter regarding authorisation from the OEM along with the bid mentioning the following details – (1) Bill of Material (2) Technical Support and Maintenance Period for a period as specified in Bill of Material (Annexure 1)
2.	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ ITeS (as per the last published audited accounts) during last three financial years i.e. from FY 2017-18, 2018-19 & 2019-20 should be at least Rs.21.80 crores	- Statement of P&L and Balance Sheet of last three years and CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the bidder for the last three years, including as on 31/03/2020, should be Positive	- Statement of P&L and Balance Sheet of last three years and CA Certificate with CA's Registration Number/ Seal
4.	Tax registration and clearance	The bidder should have a registered number of i. GST where his business is located ii. Income Tax / Pan number. The bidder should have cleared his GST dues up to 30.6.2020	Copies of relevant certificates of registration
5.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers 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-2: Self-Declaration

2. SCOPE OF WORK, DELIVERABLES & TIMELINES

1) **Details of work (SoW):** RSCB invites proposal for technical support and maintenance of items (details as per annexure-1 i.e. Bill of Material) including updates, patches and upgrades for a period as specified in Bill of Material (Annexure -1).

2) Bidder shall have to provide following support: -

1. Technical support

- a) Bidder shall provide onsite OEM technical support (24 x 7) for a period as specified in Bill of Material (Annexure -1).
- b) Bidder shall provide platinum support services (24 x7 support) for a period as specified in Bill of Material (Annexure -1).
- c) Bidder shall provide maintenance support for hardware as specified in Bill of Material (Annexure 1).
- d) Supplier shall also be responsible for providing updates, patches & upgrades for a period as specified in Bill of Material (Annexure 1)
- e) Annual Technical Support for software items and maintenance for Hardware items (as mentioned in Annexure-1) shall be required for one year from the date of start of ATS.

2. Manpower

- a) Deployment of 1 no. x onsite OEM resource at Rajasthan State Cooperative Bank Data Center at bank’s Head Office, Jaipur for supplied products i.e. Oracle Exadata, Oracle Database and Oracle Database options installed on Exadata.

3) Project Deliverables, Milestones & Time Schedule:

S. No.	Project Activity/ Scope of Work	Deliverables (Reports/ Docs./ Infra.)	Timelines
1.	Provide Annual Technical Support including updates, patches & upgrades of the items (details as per annexure-1 i.e. Bill of Material & Technical Compliance)	i. ATS certification / letter	Within 30 days from the date of issuance of WO/LoA
2.	Manpower	ii. Deployment of manpower	Within 15 days of issuance of WO/LoA

3. INSTRUCTION TO BIDDER (ITB) & BIDDING PROCESS:

The Law relating to procurement “The Rajasthan Transparency in Public Procurement Act, 2012” [hereinafter called the Act] and the “Rajasthan Public Procurement Rules, 2012” [hereinafter called the Rules] under the said Act have come into force which are available on the website of State Public Procurement Portal <https://sppp.raj.nic.in>. Therefore, the bidders are advised to acquaint themselves with the provisions of the Act and the Rules before participating in the Bidding process. If there is any discrepancy between the provisions of the Act and the Rules and this Bidding document, the provisions of the Act and the Rules shall prevail.

1) Bid Security (EMD)

Every bidder, participating in the procurement process will be required to furnish the bid security as specified in the NIB. There is no exemption for payment of EMD on any category.

- a) Bid security instrument (Pay Order/Demand Draft/BG from scheduled bank) shall necessarily accompany the technical bid.
 - b) 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.
 - c) The bid security may be given in the form of a Pay Order or Demand Draft from Scheduled bank. The bid security must remain valid for 30 days beyond the original or extended validity period of the bid.
 - d) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
 - e) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv. comply terms and conditions and obligations of the service contract/Bid document/SLA
 - v. in the event RSCB Ltd., Jaipur coming to know at any time that any wrong information in respect of the contract is provided by the bidder in the offer, then RSCB may solely at its discretion, reject the offer and invoke the Bank guarantee or forfeit the earnest money deposit, furnished by the bidder.
 - vi. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - vii. 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 bid security deposited is forfeited.
 - g) No interest shall be payable on the bid security.
 - h) Bid Security of successful bidder will be refunded after the completion of the complete project.
- 2) **Availability of Bidding/ Tender Documents:** The download of bidding documents shall be commenced from the date given in NIB. 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.
- 3) **Changes in the Bidding Document**
- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or 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.

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

5) Format and Signing of Bid

- a) Bidder must submit their Bid online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory and uploaded only in PDF format with clear readability and prescribed filename as mentioned in the table below.
- 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 Fees of Rs.10,000/-	Instrument/ Proof of submission
2.	RISL Processing Fee (e-Procurement) of Rs.1000/-	Instrument/ Proof of submission
3.	Bid Security of Rs.5.45 lakhs	Instrument/ Proof of submission
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
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.
Technical Documents		

6.	Certificate of Conformity/ No Deviation	As per Annexure-4
7.	Declaration by Bidders	As per Annexure-5

e) Financial bid shall include the following documents: -

SNo	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-6
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal
3.	Letter from OEM	In case of Authorized partner, the bidder has to provide a letter from the OEM (on OEM's letter head) mentioning the items and technical support & maintenance cost as quoted by partner.

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/authorised partner.

6) Cost & Language of Bidding

- 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.
- 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.

7) Deadline for the submission of Bid

- Bid shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- Normally, the date of submission and opening of Bid would not be extended. In exceptional circumstances 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 bidder for preparation and submission of their Bid. 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 Bid receiving and opening authority, the last date of submission or opening of Bid is a non-working day, the Bid shall be received or opened on the next working day.

8) Withdrawal, Substitution, and Modification of Bid

- 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".
- Bid withdrawn shall not be opened and processes further.
- No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of Bid.

9) Opening of Bid

- a) The Bid shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidder or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidder or their representatives attending the opening of Bid 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 Bid.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidder who have submitted the prescribed fee(s)).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bid to assess the prima-facie responsiveness and ensure that the:
 - a. bid is accompanied by 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 Bid not accompanied with the proof of payment or instrument of the required processing fee.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidder who qualify in the evaluation of technical Bid.

10) Selection Method: Technically Qualified bidder shall be selected on Lowest Cost Based Selection (LCBS) i.e. L1 bidder.

11) Clarification of Bid

- a) To assist in the examination, evaluation, comparison and qualification of the Bid, the bid evaluation committee may, at its discretion, ask 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 Bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bid.
- d) No substantive change to qualification information or to a submission, including changes aimed at making unqualified bidder/authorised partner, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

12) Evaluation & Tabulation of Technical Bid

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 criteria as mentioned in 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 Bid, if applicable.
- 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.

13) Non-material Non-conformities in Bid

- 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, GST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

b) Technical Evaluation Criteria: Bid shall be evaluated based on the compliance of the documents submitted in the technical bid.

c) Tabulation of Technical Bid

- a. If Technical Bid has been invited, they shall be tabulated by the bid evaluation committee to evaluate the qualification of the Bidder against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations regarding meeting of bidder in required qualification in evaluation of Technical Bid and sign it.
- d) The bidder/authorised partner, if qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of the financial Bid.

14) Evaluation & Tabulation of Financial Bid: 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 Bid:-

- a) For two part/ cover Bid system, the financial Bid of the Bidder (if 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 bidder or their representatives who choose to be present;
- b) the process of opening of the financial Bid shall be similar to that of technical Bid.
- c) the names of the bidder , the rates given and conditions put, if any, shall be read out and recorded;
- d) conditional Bid shall to be rejected;

- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
 - f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order. In case quality is also a criteria and the combined score of technical and financial evaluation is considered
 - g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
 - h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
 - i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
- 15) **Correction of Arithmetic Errors in Financial Bid:** The bid evaluation committee shall correct arithmetical errors in substantially responsive Bid, 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.
- 16) **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.
 - b) Negotiations may, however, be undertaken 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 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 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 bidder/authorised partner, the bid evaluation committee may choose to make a written counter offer to the bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bid.
 - g) In case the rates even after the negotiations are considered very high, fresh Bid shall be invited.
- 17) **Exclusion of Bid/ Disqualification**
- a) A procuring entity shall exclude/ disqualify a Bid, if: -

- a. the information submitted, concerning the qualifications of the bidder/authorised partner, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder/authorised partner, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder/authorised partner, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder/authorised partner, 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 bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

18) 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 Bid shall be taken within original validity period of Bid and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidder in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder/authorised partner, 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/authorised partner.

- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
 - i) After the contract, contract /agreement with the successful bidder is signed and its performance security is obtained.
- 19) **Information and publication of award:** Information of award of contract shall be communicated to Bidder and published on the respective website(s) as specified in NIB.
- 20) **Procuring entity's right to accept or reject Bid:** The Procuring entity reserves the right to accept or reject Bid, and to annul (cancel) the bidding process and reject Bid at any time prior to award of contract, without thereby incurring any liability to the bidder/authorised partner.
- 21) **Right to vary quantity**
- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
 - 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.
- 22) **Performance Security**
- a) Prior to execution of agreement, Performance security shall be solicited from successful bidders.
 - b) The amount of performance security shall be 2.5%, or as may be specified in the bidding document, of the amount of supply order.
 - c) Performance security shall be furnished in any one of the following forms: -
 - i. Bank Draft of a scheduled bank;
 - ii. Bank guarantee/s of a scheduled bank (if performance security is greater than equal to Rs. 10.00 lacs). It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - iii. **Fixed Deposit Receipt (FDR) of a scheduled bank.** It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - d) Performance security furnished shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty/ ATS obligations and maintenance and defect liability period.
 - e) **Forfeiture of Security Deposit:** Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
 - i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply satisfactorily.

- iii. 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.

23) Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder/authorised partner.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder/authorised partner, 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 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 purchased from anywhere in Rajasthan only.

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

25) 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 Bid or proposals after taking a decision to cancel the procurement and shall return such unopened Bid or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to bidder/authorised partner.

- 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/authorised partner.

26) 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;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by bidder or prospective bidder/authorised partner, 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.

27) 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 bidder/authorised partner, 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 bidder 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.

28) Interference with Procurement Process: A bidder/authorised partner, who: -

- a) withdraws from the procurement process after opening of financial bid;
- b) withdraws from the procurement process after being declared the successful bidder/authorised partner;
- c) fails to enter into procurement contract after being declared the successful bidder/authorised partner;
- 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/authorised partner, 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.

29) 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 there-under, 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 bidder as successful in terms of "Award of Contract", the appeal may be filed only by 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 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: Managing Director, The RStCB Ltd., Jaipur

Second Appellate Authority: Principal Secretary, Cooperation, GoR

- f) Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per Annexure-7 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 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.
- 30) **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.
- 31) **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.
- 32) **Offences 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.

33) 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) 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 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 bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar Bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

34) Monitoring of Contract

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

- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected Bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder/authorised partner'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.

35) 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. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
 - The Bid is technically qualified
 - The price quoted by the bidder is assessed to be reasonably justified
 - The Bid is unconditional and complete in all respects
 - There are no obvious indicators of cartelization amongst bidders
 - The bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- (b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- (c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or reinvite 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.

36) Sub-Contract is not allowed.

4. GENERAL TERMS AND CONDITIONS OF BID & CONTRACT

The procurement process under this bidding document, terms & conditions mentioned herein are governed by the RTPP Act, 2013. Bidder should read these conditions carefully and comply strictly while sending their Bid.

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/authorised partner, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) "Supplier/ Successful or Selected bidder/authorised partner" means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected Bidder .
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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

1) **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:** Joint venture, consortium is not allowed to bid.

5) **Eligible Goods and Related Services**

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply and installation.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected Bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/authorised partner. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of this bidding document.

- d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.
 - e) Bidder must quote products in accordance with above clause "Eligible goods and related services".
- 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.
- 7) **Scope of Supply**
- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
 - b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
 - c) The bidder shall not quote and supply hardware/ software that is declared as End of Service/ Support. If any of the hardware/ software is found to be declared as Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.
- 8) **Supplier's/ Selected Bidder/Authorised Partner's Responsibilities**
- The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.
- 9) **Purchaser's Responsibilities**
- a) Whenever the supply of goods and related services requires that the Supplier/ Selected bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected bidder/authorised partner, 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.
- 10) **Contract Price**
- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
 - b) Prices charged by the Supplier/ Selected bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.
- 11) **Recoveries from Supplier/ Selected Bidder/Authorised partner**
- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinary be made from bills.
 - b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount

of liquidated damages shall be recovered from his dues and security deposit available with the department.

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

12) **Taxes & Duties**

- a) The TDS etc., if applicable, shall be deducted at source/ paid by RSCB as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose concessional Sales Tax, no "C-Form/ D-Form", or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document.

13) **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/ Selected Bidder , 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.

14) **Confidential Information**

- a) The Purchaser and the Supplier/ Selected bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected bidder/authorised partner.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
- i. the Purchaser or Supplier/ Selected bidder need to share with other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

- iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
 - e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
 - f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.
- 15) **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 G.F.& A.R all remittance charges will be borne by the bidder/authorised partner.
 - c) In case of disputed items, 10% to 25% of the amount shall be withheld and will be paid on settlement of the dispute.
 - d) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- 16) **Liquidated Damages (LD)**
- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of items with the bidder has failed to supply and install:-
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
 - b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
 - c) The maximum amount of liquidated damages shall be 10% of the contract value.
 - d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - e) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of the bidder.
- 17) Bidder must make their own arrangements to obtain import licence, if necessary. If Bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchase Officer.
- 18) **Settlement of Disputes:**
- a) Legal Jurisdiction: All disputes are subject to Jaipur Jurisdiction only.
 - b) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall also apply to the arbitration proceedings.
- 19) 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.
- 20) **Patent Indemnity**
- a) The supplier/ selected Bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands,

losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -

- 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/authorised partner, 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/authorised partner'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.

21) **Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

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

22) **Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that 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/authorised partner. 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 RSCB in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RSCB, 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 RSCB, the RSCB may take the case with the supplier/ selected bidder on similar lines.

23) Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder/authorised partner'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/authorised partner'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.

24) 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/authorised partner, 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 RSCB; 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/authorised partner, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.

- ii. If RSCB 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.

b) Termination for Insolvency

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

c) Termination for Convenience

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

25) Exit Management

a) Preamble

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

b) Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by RSCB 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 RSCB as desired by the procuring entity during the exit management period.
- iii. RSCB 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 RSCB 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 RSCB mortgaged to any financial institutions by the selected bidder/authorised partner, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RSCB or its nominated agencies.
 - b. All title of the assets to be transferred to RSCB or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder/authorised partner.
 - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected Bidder to RSCB.
 - d. That the products and technology delivered to RSCB 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 RSCB. Supplied hardware, software & documents etc., used by selected bidder for RSCB shall be the legal properties of RSCB.
- c) Cooperation and Provision of Information during the exit management period
 - i. The selected bidder will allow RSCB 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 RSCB or its nominated agencies to assess the existing services being delivered.
 - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder/authorised partner. RSCB 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 RSCB or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RSCB 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 RSCB or its nominated agencies the following:
 - i. Documentation relating to Intellectual Property Rights;
 - ii. Project related data and confidential information;

- iii. All current and updated data as is reasonably required for purposes of RSCB or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RSCB or its nominated agencies; and
 - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RSCB or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RSCB or its nominated agencies, or its replacement operator (as the case may be).
 - v. Before the expiry of the exit management period, the selected bidder shall deliver to RSCB 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 RSCB or its nominated agencies, or its replacement operator.
 - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder/authorised partner's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RSCB or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected Bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RSCB or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
 - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
- i. The selected bidder shall provide RSCB or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - iii. Plans for the communication with such of the selected bidder/authorised partner's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RSCB 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 RSCB

- 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 RSCB 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.
- 26) **Verification of Eligibility Documents by RSCB** – RSCB reserves the right to verify all statements, information and documents submitted by the bidder in response to Bid document. The bidder shall, when so required by RSCB, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RSCB shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RSCB 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.
- 27) **Risk & Title** – All title, risk and ownership of the assets is to be transferred to RSCB or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of title ship of assets shall be borne by the selected bidder/authorized partner.
- 28) **Compliance as per regulatory requirements**
- i. Bidder shall sign a Non Disclosure Agreement with the Bank.
 - ii. Meetings shall be conducted with selected bidder at regular intervals to discuss about cyber security related issues and developments.
 - iii. Selected Bidder shall ensure that the latest security requirements are updated.
 - iv. Selected Bidder shall ensure that data loss/leakage prevention mechanism is deployed to safeguard sensitive business and consumer data.
 - v. The selected bidder shall ensure regulatory compliance on network, DC/DR security standards in products and services provided by them
 - vi. The bank & regulatory agencies shall have right to audit the compliance of the SLA by the vendor
 - vii. The SLA shall have guidelines with roles and responsibilities defined for vendor in case of cyber security incidents
 - viii. Selected bidder shall sign a compliance of the security policy along with Non Disclosure Agreement

5. **SPECIAL TERMS AND CONDITIONS OF BID & CONTRACT**

1) **Payment Terms and Schedule**

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

S. No.	Project Activity/ Scope of Work	Deliverables (Reports/ Docs./ Infra.)	Timelines	Payable Amount
1.	Technical and Maintenance support and Providing updates, patches & upgrades for a period as specified in Bill of Material (Annexure 1)	OEM Technical Support Certificate/Proof of entitlement of services. SLA compliance and Satisfactory performance report signed by OIC/ Nodal Officer.	30 days of PO Within one week of end of each quarter	Quarterly payment at the end of each quarter.

The OEM ATS services shall commence from date of start of ATS up to a period of one year.

- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder/authorised partner, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder/authorised partner.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- i) Taxes, as applicable, will be deducted/ paid, as per the prevalent rules and regulations.

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

- a) Service level requirements
- Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder/authorised partner, in a efficient manner to the identified users under this procurement.
 - The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

S. No.	Measurement Parameter	Service Level	Penalty
1.	Time taken to attend the issue	Within 24 hours of lodging the complaint	No penalty
2.	Time taken to attend the issue	After 24 hours of lodging the complaint	Rs. 5000 per day

In case the supplier fails to rectify the defect(s) within 7 calendar days, it may be considered as breach of contract. Further, in case the fault is not resolved within 24 hours or lodging the complaint three times in a year, it may be considered as breach of contract. Maximum applicable penalty shall be 5% of the order value.

3) Change Requests/ Management :

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Procurement Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder/authorised partner. If it is unable to reach an agreement, the decision of the Procurement Committee will be final.
- b) RSCB may at any time, by a written order given to the bidder/authorised partner, make changes within the general scope of the Agreement in any one or more of the following: -
 - o Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RSCB.
 - o The method of deployment, shipping or packing.
 - o Schedule for Installation Acceptance.
 - o The place of delivery and/or the services to be provided by the bidder/authorised partner.
- c) The change request/ management procedure will follow the following steps: -
 - o Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RSCB.
 - o Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder/authorised partner.
 - o Approval or disapproval of the change request – RSCB will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc. shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
 - o Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
 - o Verification of the change - The change will be verified by RSCB on implementation of the change request.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by bidder only after securing the express consent of RSCB. In the event that the consent of RSCB is not received then the change will not be carried out.
- e) While approving any change request, if required, RSCB may ask Bidder to deploy the required resources on-site.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RSCB change order which shall not be unreasonably withheld or delayed.

ANNEXURE-1: BILL OF MATERIAL (BoM) - Annual OEM Onsite Technical Support Services (including updates, patches & upgrades) of the following items for a period of one year from the date of start of ATS:-

S.No.	Product	Cores	Qty.	Period for which Annual Technical support and maintenance is required
1	Oracle Exadata Database Machine X7-2 High Capacity (HC) Eighth Rack + Eighth rack to Quarter rack Database server upgrade (Total 96Cores, 48Cores Enabled – 768GB RAM)	-	1	Bidder shall provide technical support, subscription and maintenance services (24x7 support) for a period of one year from the date of start of ATS
2	Oracle Exadata Database Machine X7-2 High Capacity (HC) Quarter Rack + 2 Database Server (Total 192Cores, 96Cores Enabled – 1.5TB RAM)	-	1	
3	Exadata Storage Server Software – Disk Drive	-	54	
4	Oracle Database Enterprise Edition for Exadata- Processor Perpetual	144	72	
5	Oracle Real Application Cluster for Exadata - Processor Perpetual	144	72	
6	Oracle Diagnostics Pack for Exadata - Processor Perpetual	144	72	
7	Oracle Tuning Pack for Exadata - Processor Perpetual	144	72	
8	Oracle Multitenant for Exadata – Processor Perpetual	144	72	
9	Oracle Active Data Guard for Exadata – Processor Perpetual	144	72	
10	Oracle Database Enterprise Edition 12c version (12.2.0.1.0 64 bit Server) Named User Plus for SFMS 6.0 implementation	150 NUP	1	

Note: The above existing licenses were procured by RSCB vide WO ref no. RSCB/Admin/227(I)/2018-19/11690 dated 30.3.2019

Name of the Bidder :

Date : _____

Place : _____

Authorised Signatory :

Seal of the Organization :

ANNEXURE-2: SELF-DECLARATION {to be filled by the bidder on its Letterhead}

To,
{Procuring entity},

In relation to my/our Bid submitted to for procurement of.....in response to their Notice Inviting Bids NoDated I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we 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;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my / our affairs administered by a court or a judicial officer, not have my/ our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officer not have, been convicted of any criminal offence related to my/our professional conduct or the making for false statements of misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings ;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

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-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:

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

Annexure 4 CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder on its Letterhead }

To,
{Procuring Entity},

_____.

CERTIFICATE

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: DECLARATION BY BIDDER

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

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

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,
The Managing Director,
The Rajasthan State Cooperative Bank Limited,
Jaipur (Raj.)

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the bidding document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work in conformity with the said bidding document.

I/ We undertake that/ to: -

- the quoted prices are in conformity with the requirements 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).
- if awarded the contract, I/ we shall submit the prescribed performance security deposit and shall supply/ work in accordance with the prescribed timelines.
- 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.
- 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.
- you are not bound to accept the lowest or any bid you may receive.

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

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

Financial Bid Format

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

Item no.	Name of Item	Qty.	Unit	ATS/AMC price including all taxes, levies and duties except GST (In INR)	GST (In INR)	Total ATS/AMC price inclusive of all taxes (In INR)
(A)	(B)	(C)	(D)	(E)	(F)	(G)= (E)+(F)
1	Technical and Maintenance Support and Providing updates, patches & upgrades for a period of one year from the date of start of ATS as specified in Bill of Material (Annexure 1).	1	Set			
2	Annual charges for On-Site OEM Resource as per scope of work	1				
	Total Amount in Figures					
	Total Amount in Words					

ANNEXURE-7: BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG) { to be submitted by the Bidder's bank only if bank guarantee submission is allowed in this bidding document}

(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,
The Rajasthan State Cooperative Bank Ltd. (RSCB),
DC-1, Opposite Nehru Balodyan,
Tonk Road, Jaipur-15

1. In consideration of the The Rajasthan State Cooperative Bank Ltd. (hereinafter called "RSCB") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Lol/ Work Order/ LoA No.....datedmade between the RSCB and(Contractor) for the work of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said work order/ LoA/ RFP, 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 RSCB 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 RSCB. Any such demand made on the bank by the RSCB 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 RSCB and We..... (Indicate the name of Bank), bound ourselves with all directions given by RSCB 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 RSCB 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 RSCB under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RSCB 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 RSCB that the RSCB 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 work order/ LoA 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 RSCB against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said work order/ LoA 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 RSCB or any indulgence by the RSCB 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..... (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 RSCB in writing.
- 8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RSCB. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
- 9. It shall not be necessary for the RSCB 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 RSCB may have obtained or obtain from the contractor.
- 10. We..... (indicate the name of Bank) verify that we have a branch at Jaipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur, Rajasthan. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
- 11. We hereby confirm that we have the power(s) to issue this guarantee in your favour under the memorandum and articles of Association/ constitution of our bank and the undersigned is/ are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

ANNEXURE-8: DRAFT AGREEMENT FORMAT {to be mutually signed by Bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2018 by and between The Rajasthan State Cooperative Bank Ltd, Jaipur having its head office at 1st Floor, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RSCB) 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 _____ 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

The supplier 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 M/s _____ has given their acceptance vide their Letter No. _____ dated _____.

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RSCB 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 RSCB to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in "Annexure-I: Bill of Material" 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 RSCB 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 RSCB 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 delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply and install: -

a) Delay up to one fourth period of the prescribed delivery period, successful installation	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.
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 _____, 2018.

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

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: List of Licensing Entities

RStCB

The Rajasthan State Co-operative Bank Ltd., Jaipur

29 DCCBs (District Central Co-operative Banks)

1. Ajmer Central Co-operative Bank Ltd., Ajmer
2. The Alwar Central Co-operative Bank Ltd., Alwar
3. The Barmer Central Co-operative Bank Ltd., Barmer
4. Baran Kendriya Sahakari Bank Ltd., Baran
5. The Banswara Central Co-operative Bank Ltd., Banswara
6. The Bharatpur Central Co-operative Bank Ltd., Bharatpur
7. The Central Co-operative Bank Ltd., Bikaner
8. The Bundi Central Co-operative Bank Ltd., Bundi
9. The Central Co-operative Bank Ltd, Bhilwara
10. The Churu Central Co-operative Bank Ltd., Churu
11. Chittorgarh Kendriya Sahakari Bank Ltd., Chittorgarh
12. Dausa Kendriya Sahakari Bank Ltd., Dausa
13. The Dungarpur Central Co-operative Bank Ltd., Dungarpur
14. Hanumangarh Kendriya Sahakari Bank Ltd., Hanumangarh
15. The Jalore Central Co-operative Bank Ltd, Jalore
16. The Jaipur Central Co-operative Bank Ltd, Jaipur
17. The Jodhpur Central Co-operative Bank Ltd., Jodhpur
18. Jhalawar Kendriya Sahakari Bank Ltd., Jhalawar
19. The Jaisalmer Central Co-operative Bank Ltd., Jaisalmer
20. Jhunjhunu Kendriya Sahakari Bank Ltd., Jhunjhunu
21. The Kota Central Co-operative Bank Ltd., Kota
22. The Nagaur Central Co-operative Bank Ltd., Nagaur
23. The Pali Central Co-operative Bank Ltd., Pali
24. Sawai Madhopur Kendriya Sahakari Bank Ltd., Sawai Madhopur
25. Sikar Kendriya Sahakari Bank Ltd., Sikar
26. The Sirohi Central Co-operative Bank Ltd, Sirohi
27. The Ganganagar Kendriya Sahakari Bank Ltd., Ganganagar
28. The Central Co-operative Bank Ltd., Tonk
29. The Udaipur Central Co-operative Bank Ltd., Udaipur

Tender Inviting Authority: The Rajasthan State Co-operative Bank Ltd., Jaipur

Name of Work: Request for Proposal (RFP) for Annual Technical Support and OEM Resource of Oracle Exadata and Oracle Software Products

Contract No: RSCB/Oracle/20-21/2

Name of the Bidder/ Bidding Firm / Company :	
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PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	NUMBER #	NUMBER	NUMBER	NUMBER	NUMBER	NUMBER	TEXT	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	Estimated Rate in Rs. P Taxes Extra	BASIC RATE In Figures To be entered by the Bidder in Rs. P	CGST Amount in INR Rs. P	SGST Amount in INR Rs. P	IGST Amount in INR in Rs. P	Any Other Taxes in Rs. P	Any Other Duties/Levies in Rs. P	TOTAL AMOUNT Without Taxes col (13) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (14) = sum (8) to (13) in Rs. P	TOTAL AMOUNT In Words	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
1	ATS of Oracle Exadata and Oracle Software products														
1.01	Technical and Maintenance Support and Providing updates, patches & upgrades for a period of one year from the date of start of ATS as specified in Bill of Material (Annexure 1).	item1	1.00	Set	54500000.00							0.00	0.00	INR Zero Only	
1.02	Annual charges for On-Site OEM Resource as per scope of work	item3	1.00	Nos								0.00	0.00	INR Zero Only	
Total in Figures												0.00	0.00	INR Zero Only	
Quoted Rate in Words		INR Zero Only													