

## **The Rajasthan State Cooperative Bank Ltd. (RSCB)**

Request for proposal for End to End Reconciliation Solution for card transaction, ATM, MicroATM and other digital channels (RTGS, NEFT, NECS, NACH, Mobile Banking, IMPS, UPI, BHIM etc.)

RSCB/RECON/21-22/02 dated 28.07.2021

Mode of Bid Submission	Through e-Procurement at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Procuring Authority	General Manager (Administration) The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015
Bid Amount (Estimated Procurement Cost per year)	Rs.46 Lakhs (Inclusive of GST)
Bid Security and Mode of Payment	Bid Security - Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken
Bid Fee & RISL Processing Fee	<p>Bid Document fee is Rs.5,000/- RISL Processing fee is Rs.500</p> <p><b><u>The above total payment of Bid Document &amp; RISL Processing fee Rs.5,500/- 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></b></p> <p>Account Name: The Rajasthan State Co-operative Bank Ltd. Account No. : 91242100999 Branch: Head Office IFSC Code: RSCB0000001</p> <p>Scanned copy of the demand draft or RTGS/NEFT UTR receipt has to be uploaded along with the technical bid on e-procurement portal.</p>
Start date and time of download of e-Bid	28.7.2021, 10.00 AM
Last date and time of download of e-Bid	6.8.2021, 1.00 PM
Last Date of upload of e-Bid	6.8.2021, 1.00 PM
Opening of Technical bid	6.8.2021. 3.00 PM

Name of Bidding Company/ Firm:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile no.	
Telephone no. / Fax no.	
Website / e-mail	
<b>The Rajasthan State Cooperative Bank Ltd.</b> HO: DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur-302015 Phone no. 0141-2744832, 9610780587 (System Analyst) e-mail: <a href="mailto:rscb.ittenders@rajasthan.gov.in">rscb.ittenders@rajasthan.gov.in</a>	

## Abbreviations and Definitions

ACT	RTPP Act
Rules	The Rajasthan Transparency in Public Procurement Rules, 2013
Authorized 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	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 (BID SECURITY)	As per Finance Department circular dated 18.12.2020 regarding amendment of rule 42 "Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken"
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RSCB in this bidding document
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till 5 Years of Operations & Maintenance Services after commissioning of the project.
Day	A calendar day as per GoR/ Gol.
RSCB	The Rajasthan State Co-operative Bank Ltd., Jaipur
DCCB	District Central Co-operative Bank
FOR/FOB	Free on Board or Freight on Board

FIU	Financial Intelligence Unit – India
GoI/GoR	Govt. of India/ Govt. of Rajasthan
NABARD	National Bank for Agriculture and Rural Development
RBI	Reserve Bank of India
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment (software), 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 Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
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 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/ Biding 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
Reconciliation	Reconciliation solution for card transaction, ATM, MicroATM and other digital channels (IMPS, UPI, BHIM etc.)
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)
STQC	Standardization Testing and Quality Certification, Govt. of India
GST	Goods & Service Tax
TIN	Tax Identification Number
TPA	Third Party Auditors
WO/PO	Work Order/ Purchase Order

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

RSCB/RECON/21-22/02 dated 28.7.2021

Name and Address of procuring entity	The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015
Name and address of Procurement Officer	General Manager (Administration) The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015
Subject matter of procurement	End Reconciliation Solution for card transaction, ATM, MicroATM and other digital channels (RTGS, NEFT, NECS, NACH, Mobile Banking, IMPS, UPI, BHIM etc.) on ASP/Opex model
Bid procedure	Single Stage Two Part Open competitive Bidding: Technical Bid & Financial Bid
Bid evaluation criteria (Selection method)	Technically Qualified bidder shall be selected on Lowest Cost Based Selection (LCBS) i.e. L1 bidder
Website for downloading Bidding Document, Corrigendum's Addendums etc.	<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> , <a href="https://rscb.org.in">https://rscb.org.in</a> , <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a> .
Estimated Procurement Cost per year	Rs.46 Lakhs (Inclusive of GST)
Bid Fee & RISL Processing Fee	Bid Document fee is Rs.5,000/- RISL Processing fee is Rs.500
	<p><b><u>The above total payment of Bid Security, Bid Document &amp; RISL Processing fee Rs.5,500/- 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></b></p> <p>Account Name: The Rajasthan State Co-operative Bank Ltd. Account No. : 91242100999 Branch: Head Office IFSC Code: RSCB0000001</p> <p>Scanned copy of the demand draft or RTGS/NEFT UTR receipt has to be uploaded along with the</p>

	technical bid on e-procurement portal.
Start Date and Time of downloading e-Bid and End Date and Time for uploading e-Bid.	10.00 AM, 28.7.2021 to 1.00 PM, 6.8.2021 System Analyst, The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015
Date/ Time/ Place of opening Technical Bid	3.00 PM, 6.8.2021 The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015
Bid Validity	90 days from bid submission deadline

**Note: Information for prospective bidders regarding on line bidding**

1. The Bid documents can be downloaded from web site <https://eproc.rajasthan.gov.in>. Detail of this Bid notification and pre-qualification criteria can also be seen in NIT exhibited on website [www.dipronline.org](http://www.dipronline.org). Bids are to be submitted online in electronic format on website <https://eproc.rajasthan.gov.in>.
2. RISL Processing fees Rs.500.00 (in addition to Bid form Fees) (refer circular no 19/2011 dated 30-09-2011)
3. 3.1. The Bid document can be downloaded from website <https://eproc.rajasthan.gov.in>. and cost of Bid form downloaded from the website shall be deposited by the Bid separately as applicable by way of D.D./ RTGS/NEFT before opening of the Technical Bid.  
3.2. In addition to Bid Form Fees, Processing Fees of Rs.1000.00/ Rs.500.00 has to be deposited by way of D.D in+ favor of M.D, RISL before opening of the Technical Bid
4. Last date & time for downloading of Bid document. 28.7.2021, 1.00 PM,
5. Last Date and time of submission of online bids 6.8.2021, 1.00 PM,
6. Date and time of Opening of online bids 6.8.2021, 3.00 PM
7. **Physical submission of Bid Fee, Processing Fee at the Office of Biding Authority**

**Instruction to Bidders for online Biding (e-Biding)**

1. The bidders who are interested in bidding can download Bid documents from <https://eproc.rajasthan.gov.in>.
2. Bidders who wish to participate in this Bid will have to register on <http://eproc.rajasthan.gov.in> (bidders registered on [eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) before 30-09-2011 needs to registered again). To participate in online Bids, Bidders will have to procure Digital Signature Certificate (type II or type III) as per Information Technology Act-2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency. i.e. TCS, safe crypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need



not procure a new Digital Certificate.

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, YojanaBhawan, TilakMarg, C-Scheme, Jaipur

3. Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal, however D.D.for Bid Fees, Processing Fees should be submitted manually in the office of Biding Authority before date & time of opening of technical bids and scanned copy of D.D. should also be uploaded along with the online bid.
4. Before electronically submitting the Bids, it should be ensured that all the Bid papers including conditions of contract are digitally signed by the Bidder.
5. Training for the bidders on the usage of e-Bidding System is also being arranged by RISL on regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot. Bidders are also advised to refer " Bidders manual" available under "Downloads" section for a further details about the e-Biding process

General Manager (Administration)  
The Rajasthan State Co-operative Bank Ltd.  
Jaipur (Rajasthan)

## 2. PROJECT PROFILE & BACKGROUND INFORMATION

The Rajasthan State Co-operative Bank Ltd. & 29 DCCBs have Common Data Center created at Rajasthan State Data Center, Jhalana Doongari, Jaipur - 302004. The 30 banks have implemented ATM, PoS, ECOM, MicroATMs, RTGS/NEFT, NACH and implementation of various other digital channels is in progress. The reconciliation project is to be executed on an ASP/outsourced/OPEX Model on per transaction basis. A Bidder submitting a Bid under this RFP must be capable of handling all activities related to Settlement, Reconciliation & Dispute Management of Transactions of various Network, Cash in ATMs/BNAs & Other payment Systems through an automated system only.

## 3. QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirement <sup>9</sup>	Documents Required
1.	Legal Entity	A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR Firms registered under Limited Liability Partnership Act	Copy of valid registration certificates Copy of Certificates of incorporation
2.	Certificate of originality	Bidder should be Original developer of the offered solution.	OEM MAF as per enclosed format.
3.	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ ITeS including reconciliation solution (as per the last published audited accounts) during last three financial years i.e. from <b><u>FY 2017-18, 2018-19 &amp; 2019-20</u></b> should be at least Rs.1.84 crore.  Provisional P&L and Balance sheet of 2021 should be submitted if not audited.	Statement of P&L & Balance Sheet, CA certificates of three years i.e. 2017-18, 2018-19 & 2019-20.  Provisional P&L and Balance sheet of 2021 should be submitted if not audited  CA Certificate should be duly signed and sealed with CA registration number.

4.	Financial: Net Worth	The net worth of the bidder for any two of the last three years, including as on 31/03/2020, should be Positive.	Balance Sheet of last three years and CA Certificate with CA's Registration Number/ Seal.
5.	Technical Capability	The bidder must have successfully implemented the end to end reconciliation solution as per given scope of work in <b><u>at least three banks out of which one should be Schedule Commercial Bank or Schedule State Co-operative Bank during 01/04/2016 up to bid submission date.</u></b>	Copies of supply order & its invoice & Project completion / Phase completion report
6.	Monthly Transaction processing Ability	Bidder should have capacity to process at least 6 Lakh transactions per day and scalable to 30 lakh per day.	Copy of PO and Certificate from a Bank where service is provided to be submitted.
7.	PCI-DSS compliance	The Solution offered by the Bidder should be PA-DSS & Payment Card Industry Data Security Standard (PCI-DSS) compliant solution.	Copy of the PA-DSS & PCI-DSS compliance
8.	Tax registration and clearance	The bidder should have a registered number of i. GST ii. CGST/SGST/IGST where his business is located iii. Income Tax / Pan number. The bidder should have cleared his CGST/SGST/IGST dues up to 31.3.2020	Copies of relevant certificates of registration  CGST/SGST/IGST clearance certificate from the Commercial Taxes Officer of the Circle concerned
9.	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;	A Self Certified letter as per Annexure-4: Self Declaration

		<p>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;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) comply with the code of integrity as specified in the bidding document.</p>	
10.	Offices	<p>The bidder should have permanent office in India with easy access. The bidder should have branch/ service centers in Rajasthan.</p>	<p>The bidder should have permanent office in India with easy access.</p> <p>The bidder should have branch/ service centers in Rajasthan, however, as the bid is in OPEX model, the criteria of having branch/service center in Rajasthan may be considered for exemption.</p>
11.	Bid Security Declaration	<p>As per Amendment in Rule 42 of RTPP “Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken”</p>	<p>Form of Bid-securing Declaration as per <b><u>Annexure 13</u></b></p>

2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -

- a. the procuring entity shall disqualify a bidder as per the terms given in Instructions to Bidder.
- b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria detailed in this bidding document. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications, if requested to do so.

#### **4. SCOPE OF WORK, DELIVERABLES AND TIMELINES**

- 1) The details of channels/Products/services/networks which shall be covered under the End to End Reconciliation system are as given below:
  - a. ATM
  - b. POS- Issuer/acquirer.
  - c. ECOM
  - d. IMPS
  - e. UPI
  - f. BHIM
  - g. Bharat bill payment system (BBPS)
  - h. Bharat QR code acquirer/issuer
  - i. Micro ATMs
  - j. Mobile Banking
  - k. AEPS
  - l. RTGS/NEFT
  - m. NACH
  - n. PFMS
  - o. Internet Banking
  - p. BNA- recycler/interoperable .
  - q. Bidder shall conduct reconciliation of other payment channels which bank may join during of the contract period
  - r. The Solution offered should be compatible with all guidelines issued by the regulatory / Government bodies from time to time. In case of disruption of services at the Primary Site, the Bidder should be capable of providing continuous services at an alternate location/ Disaster Recovery Site of the Bank without the disruption of services. Disaster Recovery Site has to be verified by the bank's Officials after enabling for the primary site.
  - s. The reconciliation of the above channels/Products/services/networks shall be two-way, three-way, four-way or n-way reconciliation as the case may be.
- 2) The bidder shall provide complete software solution & network for reconciliation of RTGS, NEFT, NACH, NECS etc. with RBI, NPCI, CBS etc.
- 3) Network connectivity between Data Center of Cooperative banks & Data Center of vendor shall also be in the scope of vendor. The network bandwidth should be such that response time of each transaction is less than 5 seconds (Minimum 5 MBps).

- 4) The bidder shall provide real time dashboard along with management panel for monitoring transactions and reconciliations of the RTGS, NEFT, NACH, NECS etc. from RBI, NPCI, CBS etc. The dashboard along with management panel shall be customized separately for the RSCB & 29 DCCBs. Each of the 29 DCCBs shall be able to view its own transactions only using login and password issued to them while the RSCB bank shall be able to view the transactions of RSCB & 29 DCCBs.
- 5) User Acceptance Test & Project Deliverables,

S. No.	Milestone	Timeline
1	Supply, installation, testing, commissioning of Reconciliation Solution along with complete software & real time dashboard along with management panel for monitoring transactions and reconciliation of RTGS, NEFT, NACH, NECS etc. with RBI, NPCI, CBS etc. (including network connectivity between DC of Bank & vendor)	4 weeks from date of PO
2	Monthly reconciliation services for RSCB & 29 DCCBs (on per transaction basis)	Monthly
3	ATM reconciliation & EJ Pulling	Monthly

- 6) Payment Terms & Conditions

S. No.	Milestones	Payment
1	Supply, installation, testing, commissioning of Reconciliation Solution along with complete software & real time dashboard along with management panel for monitoring transactions and reconciliation of RTGS, NEFT, NACH, NECS etc. with RBI, NPCI, CBS etc	100% after completion of the integration
2	Monthly reconciliation services for RSCB & 29 DCCBs (on per transaction basis)	100% after submission of bill of previous months and deducting penalty if any
3	ATM reconciliation & EJ Pulling	100% after submission of bill of previous months and deducting penalty if any

## 5. INSTRUCTION TO BIDDERS (ITB)

1) **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.**

2) Bid Security

As per Amendment in Rule 42 of RTPP “Provided that, during the period commencing from the date of commencement of the Rajasthan Transparency in Public Procurement (Second Amendment) Rules, 2020 to 31.12.2021, in lieu of bid security a Bid Security Declaration shall be taken”

3) Downloading Bid documents

The sale of bidding documents shall be commenced and stopped as per details mentioned in NIT. The prospective bidders shall be permitted to download the bidding document from the website and enclose Pay Order/DD while submitting the Bid to the procuring entity.

4) Changes in the Bidding Document

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

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

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

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

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

5) Period of validity of bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time.
- 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 who has not submitted bid security declaration is considered to have refused the request to extend the period of validity of its Bid.

6) Nominal membership: The successful bidder is required to become a nominal member of the bank.

7) Format & Signing of bids

- a) Bidders must upload their bids online at e-procurement portal i.e. <https://eproc.rajasthan.gov.in>.
- 8) All the documents uploaded should be digitally signed with the DSC of authorized signatory who has been authorized by the bidder firm to sign the bid
- 9) All the documents uploaded should be signed and sealed on each and every page.
- a) A single stage two part / cover system shall be followed for bid.
  - a) Technical Bid including fee details, eligibility and technical documents
  - b) Financial Bid
- b) The technical bid shall consist of following documents:

S. No.	Document type	Document format	Marked as Annexure
Fee Details			
1.	1. Bidding document Fee (Bid Fee), 2. RISL Processing Fee (e-Procurement),	Instrument/ Proof of submission of Bid Fee – Rs.5000/- RISL Processing Fee of Rs.500/-	Annexure A



Eligibility Documents			
2.	Bidder's Authorization Certificate	<ul style="list-style-type: none"> <li>As per Annexure-3 and copy of PoA/ Board resolution stating that Authorized Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.</li> <li>All the documents uploaded on eproc portal should be digitally signed with the DSC of authorized signatory who has been authorized by the bidder firm to sign the bid.</li> </ul>	Annexure B
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	<p>As per the format mentioned against the respective eligibility criteria clause (C1- Copy of valid registration certificates/ Copy of Certificates of incorporation  C2- Financial statement of three years i.e. 2017-18, 2018-19 &amp; 2019-20.</p> <p>C3- Copies of supply order &amp; its invoice &amp; Project completion / Phase completion report in support of Technical Capability.  C-4 Copies of GST, PAN, CGST/SGST/IGST clearance certificate  C-5 Undertaking as per Annexure 5.  C-6 Details of office in Rajasthan/Undertaking)</p>	Annexure C (C1 to C6)
Technical Documents			

4	Certificate of Conformity/ Deviation No	As per Annexure-5	Annexure D
5	Declaration by Bidders	As per Annexure-6	Annexure E
6	Manufacturer's Authorization Form (MAF)	As per Annexure-7	Annexure F
7	Components Offered + Technical specifications compliance sheet (as per Annexure 2) for all items only on OEM's letter-head	As per Annexure- 2 & Annexure 9	Annexure G
8	Declaration of clause 30	[All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Technical Resource for the contract.]	Annexure H

The procuring entity shall not be responsible for non-consideration of documents, if bidder does not mark the documents as annexures mentioned above or submit incomplete documents.

c) Financial bids shall be uploaded online as per following details:-

S. No.	Document type	Online Upload format
1	Financial Bid – Format in xls/xlsx	As per BoQ (.XLS/.XLSX) format available on e-Procurement portal

d) 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

10) Cost and Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language.

11) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

12) Deadline for the submission of Bids

- a) Bids shall be received online up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances 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 [www.rscb.org.in](http://www.rscb.org.in), if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

13) Withdrawal, Substitution, and Modification of Bids

Bids withdrawn shall not be opened and processes further.

14) Opening of Bids

- a) The Bids shall be opened by the RSCB Procurement Committee on the date and time mentioned in the NIB in the presence of the bidders or their authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be

signed by all the members of Bid opening committee with date and time of opening of the Bids.

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

#### 15) Selection Method:

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

#### 16) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-mail/letter.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

#### 17) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -

i. "deviation" is a departure from the requirements specified in the bidding document;

ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and

iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,

i. if accepted, shall:-

1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or

ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

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

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

The decision of the procurement committee regarding responsiveness of bid shall be final and binding.

**b) Non-material Non-conformities in Bids**

a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.

b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate,

Registration Certificate, CGST/SGST/ IGST 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.

### **c) Technical Evaluation Criteria**

Bids shall be evaluated based on the compliance of the documents submitted in the technical bid.

### **d) Tabulation of Technical Bids**

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

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

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

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

## **18) Evaluation & Tabulation of Financial Bids**

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

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

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

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

d) conditional Bids shall 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.

#### 19) Correction of Arithmetic Errors in Financial Bids

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

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

#### 20) Comparison of rates of firms

All financial bids must be submitted with all inclusive prices.

#### 21) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted.

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

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

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

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

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

## 22) Exclusion of Bids/ Disqualification

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

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

b. the information submitted, concerning the qualifications of the bidder, 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, 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, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.



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

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be communicated to the concerned bidder.

### 23) Lack of competition

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

a. the Bid is technically qualified;

b. the price quoted by the bidder is assessed to be reasonable;

c. the Bid is unconditional and complete in all respects;

d. there are no obvious indicators of cartelization amongst bidders; and

e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

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

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

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

### 24) Acceptance of the successful Bid and award of contract

a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.

b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter

shall be referred to the next higher authority in delegation of financial powers for decision.

c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

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

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

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

#### 25) Information and publication of award

Information of award of contract shall be shared with the selected bidder only.

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

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

#### 27) 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. 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.

#### 28) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from successful bidder.
- b) The amount of performance security shall be 2.5% of Bid price, 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: -
  - a. Bank Draft of a scheduled bank;
  - b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document;
  - c. 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 above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

d. if procuring entity comes to know that the bidder has furnished wrong information.

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

g) No interest shall be payable on the Performance Security Deposit.

#### 29) Execution of agreement

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

b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.

c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

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

#### 30) Confidentiality

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

a. impede enforcement of any law;

b. affect the security or strategic interests of India;

c. affect the intellectual property rights or legitimate commercial interests of bidders;

d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

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

c) The procuring entity may impose on bidders, 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.

### 31) Cancellation of procurement process

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

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

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

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

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

d) The decision of the procuring entity to cancel the procurement.

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.

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

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

#### 34) Interference with Procurement Process

A bidder, who: -

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

35) Sub-Contract is not allowed.

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

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

### Definitions

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "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 fulfillment 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" 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 or associations of companies 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, installation, integration, testing, commissioning, training, and initial maintenance.

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/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.

c) 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 software/solution that is likely to be declared as End of Sale and End of Service/ Support for a period of 5 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted software. If any of the software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

d) All solutions shall be IPv6 enabled and compliant.

## **8) Delivery & Installation**

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment, if any.

## **9) Supplier's/ Selected Bidder'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.

## **10) Purchaser's Responsibilities**

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

## **11) Contract Price**

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

## **12) Recoveries from Supplier/ Selected Bidder**

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

### **13) 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.

### **14) Specifications and Standards**

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ Procurement committee whether the article supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
  - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
  - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
  - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is

mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

e) The supplier/ selected bidder should further warrant that the software/goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

### **15) Samples**

Bidder may be requested to demonstrate the solution/software before the procurement committee. The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such demonstration as are specified in the bidding document.

### **16) Rejection**

a) Software/Solution not approved during inspection or user acceptance testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.

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

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

### **17) Delivery period & Extent of Quantity – Repeat Orders**

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

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

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

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

### **18) Payments**

a) Payment will be made on monthly usage of services, on submission of original invoice (in two copies) in specified format along with RTGS/NEFT bank account details (imprinted on Invoice itself) of the supplier/service provider.

### **19) 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 supply order which the bidder has failed to supply/ install/ complete:-

- 1) delay up to one fourth period of the prescribed delivery period: 2.5%
- 2) delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
- 3) delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- 4) 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.

Bidders must make their own arrangements to obtain required licenses, if necessary.

### **20) Settlement of Disputes**

Arbitration: All disputes, differences and questions whatsoever which shall arise between the parties hereto during the continuance of the contract or afterwards, touching any clauses or matter herein contained, or the right, duties and liabilities of either party in connection therewith, shall be referred to the Registrar under section 58 of the Rajasthan Cooperative Societies Act, 2001.

### **21) 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.

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

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

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

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

## **22) Limitation of Liability**

Except in cases of gross negligence or willful misconduct: -

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

### **23) Force Majeure**

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

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

### **24) 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's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be



asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

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

## **25) Termination**

### **a) Termination for Default**

i. The Bid sanctioning authority of RSCB may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -

a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by 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, in the judgment 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, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RSCB.

### **c) Termination for Convenience**

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.

## **26) Exit Management**

a) Preamble

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

b) Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a 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 department 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 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, 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.
  - 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 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. 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 lessors, 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'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'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.

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

**1) Service Level Standards/ Requirements/ Agreement: Bidder shall sign an SLA with the bank.**

**1) Service Level Requirements**

**(i) SLA Objectives**

Successful bidder shall provide services as per SLA matrix, which defines maximum acceptable response as well as rectification time for resolving the problem.

**(ii) SLA Duration**

Timings : 24x7x365

**(iii) SLA Matrix :**The Successful bidder shall provide the required services as per SLA severity matrix given below. Downtime shall starts from the date and time of reporting of problem to Helpdesk or identified by the Successful bidder. Penalty shall start if problem is not resolved after 24 hours from reporting of fault

**(iv) Planned Down Time:**

- (i) The Successful bidder has to seek prior approval from the purchaser/ designated agency for the planned downtime required, if any.
- (ii) The planned downtime would not be added to the SLA downtime.

**(v) SLA Severity Levels Defined**

The severity level of each component as detailed below.

Sr. No	Category	Severity	Timeframe for Workaround	Timeframe for Problem Fix/Patch
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1	Problem/ Issue/ Defect	Critical	1 Hr	4 Hr
		High	2 Hr	8 Hrs (Within a Day)
		Moderate	8 Hr (one day)	Within a Week
2	Enhance ment Request	Critical	NA	8 Hr (Within a Day)
		High	NA	Within a week
		Moderate	NA	Mutually agreed between Vendor & Bank

**(vi) Penalty for non-achievement of Service Level Requirements**

**A) Penalties for delayed / non delivery of reconciliation services:**

Particulars	Penalty Rates
Non performance of reconciliation services during a month	Full amount as penalty

**B) Penalties for down time of Solution:**

Bank expects the uptime of 99.9% of the complete reconciliation services to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

Availability of Reconciliation Services	Charges on monthly basis
>99.7% and <99.9%	2% of the monthly bill of the respective month
>99% and <= 99.7%	5% of the monthly bill of the respective month
>98% and <= 99%	15% of the monthly bill of the respective month
For each percentage point drop below 98%	15% + 2 percentage point of the monthly bill for each 1 percentage point or less drop in a availability below 98%

**C) Penalties for delay in integration of reconciliation solution:**

- 1) delay up to one fourth period of the prescribed delivery period: 2.5%
- 2) delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%

- 3) delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
- 4) delay exceeding three fourth of the prescribed period: 10%

**D) Penalty for fall in success Rate:**

Success Rate\*\* of 97% and above is expected from Bidder in delivery of reconciliation services. Any fall in the success rate in delivery of reconciliation services below the minimum expected level will be penalised as under:

Success Rate	Penalty on monthly invoices
97% & above	NIL
<97% up to 96%	1% of the monthly bill of the respective month
<96% up to 95%	2% of the monthly bill of the respective month
<95%	5% of the monthly bill of the respective month. In addition Bank will be free to divert reconciliation solution services (partially or fully) to L2 and/or L3 vendor(s).

\*\* Success Rate= No. of successfully delivered recon cases as per the SLA divided by Total number of reconciliation cases submitted to bank.

**(iii) Penalty shall be capped to the maximum of 10% of the contract value mentioned in the PO/WO.**

**2) Price Fall Clause**

The prices charged for the software supplied by the bidder shall in no event exceed the lowest price at which the bidder sells the material or offer to sell material of identical description to any person(s)/organization(s) including the Purchaser or any Department of the Central Government or any Department of a State Government or any statutory undertaking of the Central or a State Government, as the case may be, during the period till performance of all Supply Orders placed during the currency of Rate Contract is completed. If at any time during the aforesaid period, the Bidder reduces the Sale price, sells or offers to sell such material to any person(s)/ organization(s) including the Purchaser or any Statutory undertaking of the Central or a State Government, as the case may be, at a price lower than the price chargeable under this Contract, he shall forthwith notify such reduction or Sale or offer of Sale to RSCB/Indenting Dept. and the price payable under the Contract for the material supplied after the date of coming into force of such reduction or sale or offer of sale stand correspondingly reduced. The above stipulation will, however, not apply to:

- a) Export/deemed Export by the bidder
- b) Sale of Goods as Original Equipment prices lower than the price charged for normal replacement.

c) Sale of goods at lower price on or after the date of completion of sale/placement of order of goods by the authority concerned, under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or the State Government Departments including new undertakings (excluding joint sector companies and or private parties) and bodies.

### **3) Regulatory Compliances**

- 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

### **4) Reconciliation Terms & Conditions**

#### **Hardware, Software & other infrastructure:**

- I. The solution to be provided should comply with regulatory authorities like Reserve Bank of India/IBA/NABARD/Govt. of India, NPCI etc.
- II. The activities relating Settlement, Reconciliation & Dispute Management of Transactions of various Network, Cash in ATMs/BNAs & Other Payment Systems includes:
  - a. The project is to be provided an outsourced /OPEX Model on per transaction basis; where in the required application reconciliation software, hardware, database licenses, OS licenses or any other licenses required and the manpower for reconciliation services is to be supplied by the bidder and sized to meet the current and projected requirement.
  - b. All required hardware (Servers, Database ,SAN Storage, PCs, network switch, Rack. Etc.), system software , database has to be provided by the Bidder for primary (PR) and disaster recovery site (DR) at their cost and the details of the location should be informed to the Bank. The Bidder has to specify the hardware specification including storage being offered in their technical bid. In all the cases the database Maintenance in line with application requirement including installation has to be managed by bidder.



- c. Any other third-party tools / applications required to run the application will also have to be provided by the bidder.
- d. The bidder shall upgrade the software application from time to time in order to ensure the **Service Levels are** met.
- e. The bidder has to size the hardware to cover all current requirement and should have provision for future requirements of at least five years.
- f. The bidder should be OEM of the offered software and shall customize the solution if required during the tenure of the contract. No additional cost for any form of customization to meet the scope will be paid by the Bank.
- g. The bidder shall deploy adequate number of skilled experienced manpower to carry out reconciliation of transactions of various network, Cash in ATMs/BNAs and other Payment Systems considering disaster arrangements. Bidder shall also deploy technically skilled & experienced manpower to manage the application, database and servers.
- h. Bidder should provide the necessary infrastructure at their own place and the Bank will not take any responsibility in providing the same.
- i. Bidder should take care of the necessary connectivity with redundancy from their operations centre to the DC of RSCB at Jaipur .No additional cost shall be payable by the bank for this.
- j. Bidder has to design solution keeping in mind the Business continuity plan (BCP ) & Service level agreement (SLA) .The bidder to ensure security and confidentiality of the data or information obtained from the Bank.
- k. The software should be efficient enough to process the projected volume of transactions i.e at least 5 Lakh transactions per day and scalable to 20 lakh per day
- l. The bidder should provide all interfaces required with CBS, ATM Switch, DCMS, Web services, other payment systems & packages provided by the networks, regulatory institutions., Dispute Tracker of the bidder and any other systems. No additional cost will be provided at a later date. Bidder should consider this before quoting the cost in this bid.
- m. The turnaround time for reconciliation of any transaction shall be T+1 day. The bidder will be required to follow-up with branches, Banks ATM Managed Service Providers and Ministry of Finance (MOF) Service Providers, NPCI, other Banks for obtaining data files/settlement files/CBR/EJ/JP/CCTV/DVR Footage or any other information required for reconciliation of ATMs, claim settlement and Network Reconciliation of Transaction. The bidder will be required to handle queries from branches on the reconciled and pending entries etc.
- n. The data received by the bidder shall be used for the sole purpose of reconciliation and same belongs to the Bank. The bidder shall sign a non disclosure agreement ensuring that no information is leaked out.

- o. It will be binding upon the bidder to install the solution and integrate it with other related systems. In case of problem, the same has to be settled by the bidder with the concerned vendors. All issues in this regard is to be taken care by the bidder and no additional cost will be paid by the Bank. The same should be considered by the bidder before completing the cost sheet.
- p. As per requirement of the Bank, the bidder has to handle the reconciliation of all payment systems like Mobile Banking, debit card, KCC cards, ATM-Rupay IMPS (Immediate Payment Service), Pre paid Instruments transactions, Mobile Wallet, Cardless Payment, Pre-Paid Card, Internet Banking, and other Payment Gateways, mobile recharge, Online Payment Gateway, Micro ATM Transactions, Bharat Bill Payment, AePS, Pay, UPI, JCB, ATM, BNA(Recyclers) or any other enhancement and new services from time to time during the contract period with the agreed terms of transaction cost.
- q. As mentioned the end to end reconciliation solution is for the RSCB & 29 DCCBs. The selected bidder should carry out the reconciliation of transactions of all 30 banks.
- r. The selected bidder has to reconcile the transaction done through Cash Recycler/Cash Deposit machines connected to ATM Switch and NFS Network, EJ and its subsequent GL Heads of CBS (Four way) for all card associations.
- s. The bidder must have the provision to customize the solution without any additional cost to bank, if required during the tenure of the contract.
- t. The successful Bidder has to impart necessary basic training to the employees of the bank on the processes involved.
- u. Selected bidder has to attend the call and e-mail from the branches as well as from customers on the dedicated phone number and e-mail given by the Bank and act promptly in the time bound manner. The bidder should have a separate arrangement for the same with tracking of the complaints.
- v. Bank will share the CBS host file, switch file and Card association file(if any) and any further details in the existing format. The selected bidder has to ensure to read and process such files.
- w. Bidder should take Back up of all the activities on Daily Basis, Bank may ask the required data any time and Bidder should be ready to provide the same.
- x. Bidder should be able to store online data upto 2 years in the system and store all the data beyond two years in back up hard drive or Backup tapes.
- y. Bidder should be able to restore Back up data as and when required by Bank within 48 hours of Requirement failing which Bank may impose penalty as per SLA terms and conditions.
- z. Bidder has to ensure that the entire reconciliation data should be stored in the system/place, which has to be located in India only.

- aa. Bank would be conducting UAT (User acceptance testing) of the solution to ensure all the functionality. UAT setup has to be provided by bidder. Bidder should be ready to share the details of all the test cases in detail.
- bb. Bidder should take sign-off from RSCB before going live of product and customization.
- cc. It is the Banks discretion to enable the module as per banks requirement. Although bidder has to provide all the modules envisages in this RFP.
- dd. If Bank is not satisfied with the product in UAT bidder should be ready to change and customization.
- ee. Bank will not customize its existing files structure i.e. CBS file , Switch file ,EJ or Network file according to Bidder, instead Bidder has to customize its software.
- ff. Software provided by the Bidder should be capable of customization and not to be hard coded.
- gg. Bidder should be able to develop system for new products within 60 days of requirement/intimation. If the deliverable /product is not covered under this RFP the bank will have a mutual discussion with the selected bidder and do price negotiation
- hh. Bidder should download all the raw files from different accessible Network which are necessary for reconciliation and the application able to read the raw files in given format.
- ii. Bidder should reconcile all the pool accounts of the banks.
- jj. Bidder should comply with the circulars/guidelines issued by RBI/NPCI from time to time.
- kk. Bidder should agree that all data pertaining to reconciliation would be shared with RBI and NPCI from time to time, as required .
- ll. Bidder should indemnify and keep indemnified to 30 Banks, from any and all claims, losses, expenses, damages, liabilities (including any investigative, legal and other expenses incurred in connection with, and any amounts paid or not paid in settlement of, any pending or threatened legal action or proceeding), costs, fines, penalties, taxes, assessments, punitive damages, fees (including advocate's/attorney's fees), judgments, awards, obligations (collectively referred to as "Losses"), suffered or incurred by bank , arising out of any liability created in the system with regard to illustratively identified as fraud, downtime connectivity, system or application vulnerabilities etc as per service agreements.

**5) SECURITY REQUIREMENT :**

- a. The Bank shall have right to audit of the complete solution proposed by the bidder, and also inspection by the regulators of the country..

- b. The bidder shall adhere to all regulatory and legal requirements of the country (existing and future). The bidder shall also comply with the advisories, recommendations, directions and guidelines etc. issued by CSITE-RBI, CERT-In, NCIIPC, Cyber Swatchta Kendra etc. on time to time basis. These should be complied within the timelines provided to the Bank.
- c. The solution should be connected with Bank's host (such as- CBS etc.) with Straight through Processing (STP).
- d. The bidder shall continuously monitor the release of application patches and expeditiously apply the same.
- e. The solution should deploy with multi-tier architecture, i.e. web server, application server, and database servers should be placed in different zones as per the regulatory requirements.
- f. Assurance from bidder/ application providers/ OEMs that the application is free from embedded malicious/ fraudulent code should be provided. The bidders shall submit security certificate of proposed solutions from application providers/ OEM.
- g. The bidder shall ensure that secure coding practices is implemented for application. The software/ application development practices should address the vulnerabilities based on best practices such as Open Web Application Security Project (OWASP) proactively.
- h. The bidder shall ensure that sensitive information is stored in database in encrypted format with latest encryption standard/ algorithm.
- i. The bidder shall ensure that the communication between end user and solution proposed should be encrypted end-to-end to ensure confidentiality and integrity of user's data.
- j. The Background checks, non-disclosure and security policy compliance agreements shall be mandated from the selected bidder.
- k. The development, test and production environments should be properly segregated.
- l. All the IT components proposed under the RFP (such as- operating system, application software, database, middleware etc.) should be periodically patched for all types of patches, such as - security patches, system patches etc. Emergency patches should also be applied immediately as per regulatory and other agencies directions etc.
- m. The bidder shall upgrade the software application from time to time in order to ensure the Service Levels are met.
- n. The bidder shall deploy adequate number of skilled & experienced manpower to carry out reconciliation of transactions of various network, Cash in ATMs/BNAs and other Payment Systems considering fall back / disaster arrangements.
- o. The software should be efficient enough to process the projected volume of transactions i.e at least 5 Lakh transactions per day and scalable to 20 lakh per day.

- p. The bidder should provide all interfaces required with CBS, ATM Switch, DCMS, Web services, other packages provided by the networks, Dispute Tracker of the bidder and any other systems.
- q. The turnaround time for reconciliation of any transaction shall be T+1 day. The bidder will be required to follow-up with branches, Banks ATM Managed Service Provider and Ministry of Finance (MOF) Service Providers, Switch vendor ,NPCI, other Banks for obtaining data files/settlement files/CBR/EJ/JP/CCTV/DVR Footage or any other information required for reconciliation of ATMs, claim settlement and Network Reconciliation of Transaction. The bidder will be required to handle queries from branches on the reconciled and pending entries etc.
- r. The data received by the bidder shall be used for the sole purpose of reconciliation and same shall be in the custody of the Bank.
- s. As per requirement of the Bank, the bidder have to handle the reconciliation of all payment systems like Mobile Banking, Credit Card, debit card, IMPS (Immediate Payment Service), Mobile Wallet, Pre Paid Instruments transactions, Cardless Payment, Pre-Paid Card, Internet Banking, Bill Desk and other Payment Gateways, mobile recharge, Online Payment Gateway, Micro ATM Transactions, Bharat Bill Payment, AePS, Aadhar Pay, UPI,JCB,ATM, BNA(Recyclers) or any other enhancement and new services from time to time during the contract period with the agreed terms of transaction cost.
- t. The selected bidder has to reconcile the transaction done through Cash Recycler/Cash Deposit machines connected to ATM Switch and NFS Network, EJ and its subsequent GL Heads of CBS (Four way) for all card associations.
- u. The bidder must have the provision to customize the solution if required during the tenure of the contract.
- v. The successful Bidder has to impart necessary basic training to the employees of the bank to handle the system in case of need.
- w. The successful Bidder has to provide the necessary resources available to manage the application as per policy of the Bank.
- x. Selected bidder has to attend the call and e-mail from the branches as well as from customers on the dedicated phone number and e-mail given by the Bank and act promptly in the time bound manner.
- y. Bank will share the CBS host file, switch file and Card association file(if any) in the existing format. The selected bidder has to ensure to read and process such files.
- z. Bidder should take Back up of all the activities on Daily Basis, Bank may ask the required data any time and Bidder should be ready to provide the same.
- aa. Bidder should be able to store online data upto 2 years in the system and store all the data beyond two years in back up hard drive or Backup tapes.
- bb. Bidder should be able to restore Back up data as and when required by Bank within 24 hours of Requirement failing which Bank may impose penalty.

- cc. Bidder has to ensure that the entire reconciliation data should be stored in the system/place, which has to be located in India only.
- dd. Bank would be conducting UAT (User acceptance testing) of the solution to ensure all the functionality. UAT setup has to be provided by bidder.
- ee. Bidder should be ready to share the details of all the test cases in detail.
- ff. Bidder should take sign-off from Bank before going live of product and customization.
- gg. Its banks discretion to enable the module as per banks requirement. Although bidder has to provide all the modules envisages in this RFP.
- hh. If Bank is not satisfied with the product in UAT bidder should be ready to change and customization.
- ii. Bank will not customize its files structure i.e. CBS file , Switch file ,EJ or Network file according to Bidder, instead Bidder has to customize its software.
- jj. Software provided by the Bidder should be capable of customization and not to be hard coded.
- kk. Bidder should be able to develop system for new products within 30 days of requirement/intimation.
- ll. Bidder should download all the raw files from different accessible Network which are necessary for reconciliation and the application able to read the raw files in given format.
- mm. Bidder should reconcile all the pool accounts of the banks.
- nn. Bidder should comply with the circulars/guidelines issued by RBI/NPCI from time to time.
- oo. Bidder should agree that all data pertaining to reconciliation would be shared with RBI and NPCI from time to time, if required
- pp. Bidder should indemnify and keep indemnified the Bank, from any and all claims, losses, expenses, damages, liabilities (including any investigative, legal and other expenses incurred in connection with, and any amounts paid or not paid in settlement of, any pending or threatened legal action or proceeding), costs, fines, penalties, taxes, assessments, punitive damages, fees (including advocate's/attorney's fees), judgments, awards, obligations (collectively referred to as "Losses"), suffered or incurred by bank , arising out of any liability created in the system with regard to illustratively identified as fraud, downtime connectivity, system or application vulnerabilities etc.
- qq. The successful Bidder has to provide the necessary resources available to manage the application as per policy of the Bank.
- rr. Bank will share the CBS host file, switch file and Card association file(if any) in the existing format. The selected bidder has to ensure to read and process such files.

**6) Reconciliation Method:**

- a. Bidder should Process all the Raw files received from different Network and Prepare settlement for all the network as NFS, Rupay, Mobile Banking, Internet Banking , RTGS/NEFT, NACH, IMPS, UPI (Unified payment Interface), ICD (Interoperable cash Deposit), AEPS (Aadhar Enable

payment system), Aadhar Pay, BBPS (Bharat Billpay system), Acquirer POS, Payment Gateway, Bharat QR Code 4.0 as a acquirer ,JCB, PPI, Mobie; wallet . Reconciliation of ONUS and Acquirer transactions should be done on four way. Bidder should reconcile all the pool accounts, general account and other accounts of the banks.

- b. Necessary EJ is to be pulled from the ATMs by the bidder in a centralized manner to help in reconciliation. In this connection bidder need to coordinate with ATM vendor for inputting the EJ component in ATMs. No additional cost shall be payable by the bank for this.

**ANNEXURE-1: BILL OF MATERIAL (BoM)**

Item. No.	Item	Qty.
1	One time integration of End to End Reconciliation Solution along with complete software & real time dashboard along with management panel for monitoring transactions and reconciliation of RTGS, NEFT, NACH, NECS etc. with RBI, NPCI, CBS etc. for RSCB & 29 DCCBs	1
2	Monthly reconciliation services as per RFP for RSCB & 29 DCCBs (on per transaction basis)	2,00,00,000 per year approx.* (Per transaction charges shall apply)
3	ATM reconciliation & EJ pulling	203 (tentative)**

\* Tentative Transactions of NFS network, ATM, POS- Issuer/acquirer, ECOM, Payment gateways, Rupay, AEPS, RTGS/NEFT, NACH, Micro ATMs, PPI, Mobile Wallet etc. of RSCB & 29 DCCBs is 2 Crores per year. This requirement may increase or decrease. Billing will be done on actual transations.

\*\* Tentative number of ATMS is 203 which may increase or decrease.



**ANNEXURE-2: TECHNICAL BID Format**

Name of Bidding Company/ Firm:	
Contact Person (Authorized Bid Signatory):	
Correspondence Address:	
Mobile no.	
Telephone no. / Fax no.	
Website / e-mail	

**TECHNICAL COMPLIANCE OF SPECIFICATIONS as below:-**

Sr. No.	Particulars	Compliance Yes/No
1.	Bidder should Process all the Raw files received from different Network and Prepare settlement for all the payment networks such as NFS, Rupay, Mobile Banking, RTGS/NEFT, NACH, IMPS, UPI (Unified payment Interface), DFS (Discover Financial services), ICD (Interoperable cash Deposit), AEPS (Aadhar Enable payment system), Aadhar Pay, BBPS (Bharat Billpay system), Acquirer POS, Payment Gateway, Bharat QR Code 4.0 as a acquirer, Micro ATMs, PPI, Mobile wallet and Internet banking if required. Reconciliation of ONUS and Acquirer transactions should be done on four way. Bidder should reconcile all the pool accounts, general account and other GL & BGL accounts of the banks.	
2.	Necessary EJ is to be pulled downloaded from the ATMs by the bidder in a centralised manner to help in reconciliation. In this connection they need to coordinate with ATM vendor for inputting the EJ component in ATMs. No additional cost shall be payable by the bank for this purpose	
3.	<p><b>Reconciliation of All Network, Pool Accounts, General Ledger Accounts, BGL accounts, ONUS and CBS</b></p> <ul style="list-style-type: none"> <li>i All issuer, acquirer and merchant- acquirer transaction reconciliation</li> <li>ii All Debit card and POS transaction reconciliation including POS Issuer &amp; POS Acquirer</li> <li>iii All Pool accounts and General accounts</li> </ul>	

	<p>reconciliation(which need to be reconcile)</p> <ul style="list-style-type: none"> <li>iv Generation of Issuer ,acquirer and merchant-acquirer reports</li> <li>v Generation of Unreconciled entries Age wise and Amount Wise</li> <li>vi Generation of Pending Unreconciled entries age wise</li> <li>vii Generation of —In Network not in CBS report and TTUM for Issuer and Acquirer both</li> <li>viii Generation of In CBS but not in Network report and TTUM for Issuer and acquirer Both Generation of Fraud monitoring Reports.</li> <li>ix Generation of reports for High transaction value and Number</li> <li>x Generation of Transaction Reports.</li> <li>xi Generation of Reports customer raising disputes more than once in a year.</li> <li>xii Generation of reports of customer raising Frequent chargeback (four times in a month)</li> <li>xiii Generation of Potential chargeback reports.</li> <li>xiv Generation of Credit adjustment reports.</li> <li>xv Generation of Debit adjustment reports.</li> <li>xvi Generation of Pre-arbitration Report</li> <li>xvii Generation of Arbitration Report</li> <li>xviii Generation of Merchants payment file</li> <li>xix Generation of presentment file to be stage on Rupay,</li> <li>xx Generation of all the dispute files for NPCI files</li> <li>xxi Generation of file for Fee collection and other records</li> <li>xxii Generation of TTUM files for all the ONUS disputes received.</li> <li>xxiii System should have capability to Generate TTUM files up loadable in bank CBS.</li> <li>xxiv Generation of not settled transaction reports</li> </ul> <p>Note :Apart from above reports bidder has to provide all the reports as per the requirement of the bank.</p>	
<p>4.</p>	<p><b>Dispute Management</b></p> <ul style="list-style-type: none"> <li>i. Management of claims received with TAT</li> <li>ii. Up-dation of status of claims</li> <li>iii. Status up-dation of claims to customer.</li> <li>iv. Sending of Mails to customer about claim status.</li> </ul>	

	<ul style="list-style-type: none"> <li>v. Generation of Chargeback file for all the networks.</li> <li>vi. Generation of re-presentment file for all the network</li> <li>vii. Generation of Pre-arbitration file for all the Network</li> <li>viii. Generation of Pre-arbitration Rejection file for all the network</li> <li>ix. Generation of compliance Reports for all the network</li> <li>x. Compliance of Retrieval request and chargeback procedure</li> <li>xi. Chargeback letter and exhibit form to be generated.</li> <li>xii. File for 2<sup>nd</sup>presentment</li> <li>xiii. Details and register for cardholder documents received in 2<sup>nd</sup>Presentment.</li> <li>xiv. Multiple dispute chargeback letters</li> <li>xv. Management of customer dispute letter and forms.</li> <li>xvi. Good faith request acceptance and forwarding our request too.</li> <li>xvii. Generation of credit adjustment and Debit adjustment reports</li> <li>xviii. Management of all the other Kind of disputes and Requirement received from Network providers and card schemes.</li> <li>xix. Reports for duplicate entry for single claim</li> <li>xx. Validation of transaction from database</li> <li>xxi. Location/Terminal details asked by branches</li> <li>xxii. Tracking of Dispensed amount and claimed amount, customer wise and branch wise</li> <li>xxiii. Dispute management of Tie up and Third Party</li> <li>xxiv. Unique reference number to all the transaction and dispute.</li> <li>xxv. Handling of All the Banking Ombudsman cases, Bank's Internal Ombudsman cases, Consumer forum cases and RTI queries and investigation agencies queries.</li> <li>xxvi. Providing relevant data sought by investigating agencies</li> <li>xxvii. Handling of all the claims received from higher Management and register should be there in system.</li> <li>xxviii. MIS for all the disputes weekly, monthly ,Quarterly and yearly</li> <li>xxix. Collection of charge slip from Merchants for chargeback ,Retrieval request and other Dispute Received</li> <li>xxx. Age wise break up for all pending payments for merchant</li> <li>xxxi. Transaction credit confirmation for IMPS and UPI</li> </ul>	
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	<p>transaction.</p> <p>xxxii. System should have capability to store and Retrieve all the documents received from different network and branches</p> <p>xxxiii. System should have capability to store and retrieve all the dispute as and when required by Bank.</p> <p>xxxiv. System should have capability to flag all the entries which were earlier unreconciled and now reconciled.</p> <p>xxxv. System should have capability to handle all type of Disputes of NFS, Rupay and all the other network for which Bidder is performing settlement and Reconciliation for Bank.</p> <p>xxxvi. Bidder should have different Dispute Management system to keep History of all the disputes and Management of Dispute.</p> <p>xxxvii. Bidder should have capability to manage all the Dispute arise for POS, Payment gateway, Ecommerce transaction and ATM transaction.</p> <p>xxxviii. GST related transactions GST figure reconciliation.</p> <p>xxxix. Handling queries from branches on the unreconciled and pending entries.</p> <p>xl. Handling of customer queries/calls on pending claims</p>	
<p>5.</p>	<p><b>Payable Account reconciliation</b></p> <p>i. Reconciliation of all the Bills payable account for all the network i.e. NFS, Rupay, NPCI etc.</p> <p>ii. Age wise breakup with amount of entries pending in Bills payable</p> <p>iii. Alert reports for entries pending More than 2 days.</p> <p>iv. Accounting for all type of disputes in CBS</p> <p>v. <u>Generation of Summary sheet of Bills payable account</u></p> <p>vi. Reconciliation of all the chargeback GL</p> <p>vii. Age wise breakup of entries pending in Chargeback GL</p> <p>viii. <u>Age wise breakup entries to be debited in All the bills payable.</u></p> <p>ix. <u>Settlement entries pending in Bills payable account.</u></p> <p>x. <u>Generate daily tally sheet.</u></p> <p>xi. <u>Excess settlement posted in Bills payable account</u></p> <p>xii. All the issuer transactions should be reconciled three way and action should be taken for all the unreconciled transactions.</p> <p>xiii. Handling of card to card and E cash transaction reconciliation and Dispute Management.</p> <p>xiv. Reconciliation of all the non-financial transaction for all</p>	

	<p>the network.</p> <p>xv. Follow up with the branches for acquirer chargeback Debits.</p> <p>xvi. Generation of Exchange fluctuation file and their settlement and reconciliation</p> <p>xvii. Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.</p>	
6.	<p><b>Receivable account reconciliation</b></p> <p>i. Reconciliation of all the Receivable account for all the network i.e NFS, Rupay, etc</p> <p>ii. Age wise breakup of entries pending in Receivable</p> <p>iii. Alert reports for entry pending More than 2 days.</p> <p>iv. Accounting for all type of disputes in CBS</p> <p>v. Generation of Summary sheet of Receivable account</p> <p>vi. Reconciliation of all the Receivable chargeback GL , Age wise breakup of entries pending in Chargeback GL ,Age wise breakup entries to be debited in All the Receivable.</p> <p>vii. Settlement entries pending in Receivable account.</p> <p>viii. Excess settlement posted in Receivable account</p> <p>ix. Shadow Balance maintenance in Data base which should always tally with Bank CBS balance.</p> <p>x. Generate daily tally sheet.</p>	
7.	<p><b>Suspense reconciliation.</b></p> <p>i. Generation of tallied report and difference statement for Zeroing entry in CBS</p> <p>ii. Accounting of suspense debtors, —Cash in ATMs and Network</p> <p>iii. Checking of ATM withdrawal, reversal, Bank advices posted in CBS</p> <p>iv. Generation of files to upload in CBS for debiting and crediting the customer account as well as Vendor account and ATM account</p> <p>v. Generation of Switch outstanding, Branch outstanding, Network outstanding</p> <p>vi. Force reconciliation by relaxing some parameters</p> <p>vii. Inbuilt reconciliation rule table to reconcile all the transaction.</p> <p>viii. Update and reconcile third party i.e NFS, Rupay and all</p>	

	<p>the Network entries</p> <ul style="list-style-type: none"> <li>ix. Generation of Vendor wise sheet to recover the amount from vendor</li> <li>x. Age-wise break up of all Suspense entries</li> <li>xi. Shadow balance maintenance in system which should always match with CBS balance.</li> </ul>	
<p>8.</p>	<p><b>“Cash In ATM” Reconciliation</b></p> <ul style="list-style-type: none"> <li>i. Interface for uploading Cash Balance Report (CBR) received from the branches/outsourced vendors.</li> <li>ii. Software should be able to store/retrieve Cash Balance Report along with Switch, CBS and EJ data and reconcile the same with the Bank records.</li> <li>iii. The system should be capable to decrypt the error codes of the EJ of various ATM providers.</li> <li>iv. System based computation of ATM cash dispense and BNA cash deposit/dispense between ATM EODs .</li> <li>v. Maintain ATM wise account in the system</li> <li>vi. Record all the transaction taken place in ATM</li> <li>vii. Record all the Manual debit and credit taken place in ATM</li> <li>viii. Verification of Overage and shortage at the time of Load unload</li> <li>ix. ATM wise and age wise segregation of load and unload for Nodal branches</li> <li>x. Maintenance and Generation for Cash Balance Report, CBR</li> <li>xi. Cross verification of actual cash loaded and Logical cash loaded</li> <li>xii. Reconciliation of cash management services and agencies</li> <li>xiii. Exception report generation for differences</li> <li>xiv. Interface to upload file to branches</li> <li>xv. Record for excess and shortage and TTUM generation for the same.</li> <li>xvi. Generation and maintenance of Shadow balance in system which should always match with CBS</li> <li>xvii. Breakup of sundry account who is maintaining excess cash balance</li> </ul>	

	<ul style="list-style-type: none"> <li>xxviii. Breakup of suspense account maintain shortage</li> <li>xxix. The system should be capable to process EJ, Switch file, CBS file and Network file to perform <b>4- way reconciliation</b>.</li> <li>xxx. The system should be capable to generate all the un-reconcile entries of ATM and to reconcile the same.</li> <li>xxxi. System should generate report like CBS outstanding, Switch outstanding, Tie up outstanding</li> <li>xxxii. System should have capability to generate ATM reconciliation &amp; EJ pulling based report automatically.</li> <li>xxxiii. System should have capability to recognize all the transaction posted in GL and take it to GL reconciliation automatically.</li> <li>xxxiv. System to upload CBS and C3R report in system to perform GL reconciliation</li> <li>xxxv. System should have intelligence to compute EOD balance on the basis of EJ, CBS and Switch.</li> <li>xxxvi. Contacting branches where ATM is tallied by branch for dispute Management.</li> <li>xxxvii. Recovery of Disputed amount.</li> <li>xxxviii. System should have capability to handle Acquirer and Onus claim lodge for Particular ATM</li> </ul>	
<p>9.</p>	<p><b>Accounting and Third-Party Reconciliation.</b></p> <ul style="list-style-type: none"> <li>i. Follow standard accounting procedure and system to adapt new standards.</li> <li>ii. Capable to modify and incorporate changes in new procedure and accounting standards</li> <li>iii. Capable to changes and modify the accounting procedure according to NFS, Rupay and all other Network</li> <li>iv. Reconciliation of all incoming and outgoing transaction with regards to NFS, Rupay and all other network</li> <li>v. Automated Vouching system for NFS, Rupay and all the other network and products.</li> <li>vi. Generation of inflated transaction such as Petrol, Railways, Tips and surcharge etc if necessary</li> <li>vii. Generation of Files to debit and credit customer account</li> <li>viii. Generation of Scheme incentive files to credit customer</li> </ul>	

	<p>account</p> <p>ix. Tracking and report generation of Various fees and penalty levied by NFS, Rupay and all other Network and products of DBD.</p> <p>x. Preparation of QOC,QMR and monthly reports for Rupay and others if any</p>	
<p>10.</p>	<p><b>MIS Reports and Decision-Making system.</b></p> <p>i. ATM performance report</p> <p>ii. Daily, weekly, monthly and Quarterly reports for Bills payable, suspense and sundry account age wise</p> <p>iii. Card Base Report for ATM/Non-ATM branches</p> <p>iv. Card Base report as per card management system</p> <p>v. Monthly card base report Region wise branch wise</p> <p>vi. Quarterly Operating certificates for VISA, Master card and Rupay.</p> <p>vii. Monthly RBI reports as required by Bank</p> <p>viii. Monthly Insurance reports as required by Bank</p> <p>ix. Monthly ATM deploying reports</p> <p>x. Generate Periodical reports as per requirement</p> <p>xi. Age wise report for claim received, Claim settled, and claim rejected.</p> <p>xii. Exception report for Cash loading, EOD and ATM balancing</p> <p>xiii. Daily GL balancing reports for Issuer and acquirer, Issuer Chargeback and Acquirer Chargeback</p> <p>xiv. Daily, monthly, quarterly reports for Chargeback, Representment, Credit adjustment.</p> <p>xv. Age wise reports according to bank Requirement</p> <p>xvi. Age wise daily reports of branches and Vendors who are not submitting EJ,CBR Monthly report of all the disputes received and resolved Network wise, Age wise of all the ATM where reconciliation has not been done.</p> <p>xvii. Age wise pending Debit and Credit adjustment cases.</p> <p>xviii. All other reports bases on requirement of RBI, NPCI-RUPAY and other Apex bodies .</p> <p>xix. Average cash dispensed</p> <p>xx. Location wise transaction report</p> <p>xxi. Terminal wise</p> <p>xxii. Institutional total Suspense totals by interface for cut off difference, adjustment processing</p>	



11.	<p><b>Fraud Monitoring Reports. (As and when required by the bank)</b></p> <ul style="list-style-type: none"> <li>i. Solution should be capable of Interface with the Bank’s fraud and Risk Management Systems and should be configurable, scalable and customizable to support the Bank’s FRM.</li> <li>ii. System should generate Fraud Monitoring reports bases on Daily transaction processing.</li> <li>iii. System should be capable of Generate frequent Chargeback report</li> <li>iv. System should be able to Generate High value transaction</li> <li>v. System should be able to track transactions from same card from different location.</li> <li>vi. System should be able to generate transaction with different Pos Entry Mode.</li> <li>vii. System should be able to generate alert for Issuer transaction if reported more than usual in numbers</li> <li>viii. Track details of customer performing more transaction at night specifically at switching time.</li> <li>ix. Track more transactions from a single card number or Mobile number.</li> <li>x. Track all the transaction which has routed through Different account.</li> <li>xi. Generate high number of transactions from same card on single ATM.</li> <li>xii. Track all the ATM who are generating a particular error in EJ.</li> <li><b>xiii.</b> Note: Apart from above reports bidder has to provide all the reports as per the requirement of the bank.</li> </ul>	
12.	<p><b>Time Limits specified for activities.</b> Reconciliation (On T+1 basis)</p> <ul style="list-style-type: none"> <li>i. ATM reconciliation (including EJ pulling)</li> <li>ii. Network (Tie up reconciliation)</li> <li>iii. EJ reconciliation</li> <li>iv. Suspense account reconciliation</li> <li>v. Settlement reports</li> <li>vi. Unreconciled reports</li> </ul>	

	<p>vii. Fraud monitoring reports viii. Outstanding entries Note: Apart from above any additional reports needed /periodicity of reconciliation bidder has to adhere time limits as specified by the bank</p>	
	<p><b><u>Reconciliation of NPCI related product.</u></b></p> <ol style="list-style-type: none"> <li>i. Bidder should download all the raw files from different network and CBS. The application should read all raw files accordingly and should process the files.</li> <li>ii. Application should match all the success transactions of NPCI with CBS transactions.</li> <li>iii. Application should generate report of all matched transactions and unmatched transactions.</li> <li>iv. Application should identify the reverse and auto reverse transactions from CBS.</li> <li>v. Reconciliation of all pool accounts which are related to digital products.</li> </ol> <p>Note: Clearing, settlement and dispute management (Within Time Limit specified by each network provider)</p> <ol style="list-style-type: none"> <li>i. Chargeback</li> <li>ii. Representment</li> <li>iii. Credit adjustment</li> <li>iv. Debit adjustment</li> <li>v. Pre -arbitration</li> <li>vi. Arbitration</li> <li>vii. Retrieval request</li> <li>viii. Fee collection</li> <li>ix. Outgoing files</li> <li>x. Settlement</li> <li>xi. Generation of all the outgoing files</li> <li>xii. Compliance -Refunds</li> <li>xiii. Tip and surcharge</li> <li>xiv. First Presentment</li> <li>xv. Debit chargeback</li> <li>xvi. Good faith request</li> </ol> <p><b>EJ (Two working days)</b></p>	

	<p>i. EJ downloading and monitoring</p> <p><b>Complaint Management</b></p> <p>i. Customer complaint from Branches, call centre and customer care</p> <p>ii. Chargeback letter from branches and customer</p> <p><b>Cash Load (Two working days)</b></p> <p>i. Replenishment claims checking with switch dispense and branch dispense with EJ</p> <p>ii. CBR issued against Cash load</p> <p>iii. Generation of reports for printing purpose</p> <p>iv. Providing voucher and summary</p> <p>v. Dispatch CBR to various branches</p> <p>vi. Providing vouchers and summary</p> <p>vii. Vouchers and summary for Nodal branches</p> <p><b>Adjustments GLs funds (within two working days)</b></p> <p>i. Update record with branch GL entries</p> <p>ii. Checking update of CBR</p> <p>iii. Providing adjustment entries to nodal branches</p> <p>iv. Providing entries to reconciliation team Daily adjustment report to Higher management</p> <p><b>Migration Support</b></p> <p>In case the Bank decides to terminate the contract as per clause mentioned in RFP, the bidder has to provide complete migration support to incoming vendor without any additional cost to Bank. Bidder has to handover all the data to Bank or vendor decided by Bank Reports for the region where maximum diversions are taking place.</p> <p>Reports for the CRA who are involved in Maximum diversions Diversion adjustment entries</p>	
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<p>13.</p>	<p><b>Compliance</b></p> <p>Bidder should comply with all the guidelines issued by RBI/NPCI/RuPay/IBA/Govt of India and any other regulatory authority.</p> <p>Bidder should follow PCI DSS guidelines and standard The bidder should have necessary certificates in current and need to be submitted to the Bank if required.</p> <p><b>Adequate Manpower:</b></p> <ul style="list-style-type: none"> <li>a) Bidder should deploy adequate manpower to perform/monitor all the reconciliation activities and should have enough staff for back up.</li> <li>b) Bidder shall deploy technically skilled/ experienced manpower to manage the application, database and servers.</li> <li>c) Resource should be able to perform all the activities mentioned in scope.</li> <li>d) There should be one team leader at the bidder's place with whom Bank officials can communicate directly.</li> <li>e) Payment of the resources who looks after the project should be as per Govt of India's Minimum Wages act and the same is to be taken care by the bidder. No additional cost will be paid by the Bank.</li> </ul>	
<p>14.</p>	<p><b>RIGHT TO AUDIT :</b></p> <ol style="list-style-type: none"> <li>1. The Service Provider agrees that prior approval/consent of the Bank will be taken for the use of subcontractors for all or parts of an outsourced activity.</li> <li>2. AUDIT: The Service Provider agreed that the Bank has the right to conduct audits (System Audit &amp; Accounts Audit) on the service provider whether by its internal or external auditors or by agents appointed to act on its behalf and to obtain copies of any audit or review reports and findings made on the service provider in conjunction with the services performed for the Bank.</li> <li>3. The Service Provider will allow the Reserve Bank of India or</li> </ol>	

	<p>persons authorized by the Bank to access the bank's documents, records of transactions and other necessary information given to, stored or processed by the service provider within a reasonable time as also recognize the right of the Reserve Bank to clause an inspection to be made of a service provider of the bank and its books and accounts by one or more of its officers or employees or other persons.</p> <p>4. Confidentiality of Bank's customer's information should be maintained even after the contract expires or gets terminated.</p>	
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The above is the broad scope of work. The bidders are required to go through the complete document thoroughly. The obligation / responsibilities mentioned elsewhere in the document, if any, shall be the integral part of the scope.

**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: Declaration by Bidder regarding qualification** {to be filled by the bidder}

To,

{Procuring entity}, \_\_\_\_\_,

In relation to my/our Bid submitted to ..... for procurement of.....in response to their Notice Inviting Bids No .....Dated ..... 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 RSCB, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

**ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION** {to be filled by the bidder}

To,

{Procuring entity},

\_\_\_\_\_

**CERTIFICATE**

This is to certify that, the specifications of 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: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



**ANNEXURE-6: DECLARATION BY BIDDER** {to signed by selected bidder}

I/ We declare that I am/we are OEM of the software 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: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:

**ANNEXURE-7: MANUFACTURER'S AUTHORIZATION FORM (MAF)** {to be filled by the OEMs}

**(Indicative Format)**

To,

{Procuring Entity},

\_\_\_\_\_

Subject: Issue of the Manufacturer's Authorization Form (MAF)

Reference: NIB/ RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s \_\_\_\_\_} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -

*{OEM will mention the details of all the proposed product(s) with their make/ model.}*

We undertake to provide OEM Warranty for the offered Software, as mentioned in the warranty clause of this bidding document.

We hereby confirm that the offered Software is not likely to be declared as End-of-Sale within next three (3) months from the date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next five years from the date of bid submission.

Yours faithfully,

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

(Authorized Signatory)

Name, Designation & Contact No.:

Address: \_\_\_\_\_

Seal:

**ANNEXURE-8: FINANCIAL BID FORMAT (Bidder to quote in BoQ in XLS format only & upload file on <http://eproc.rajasthan.gov.in/portal>.)**

S. No.	Item Description	Qty.	Unit price	CGST	SGST	IGST	Total (inclusive of all taxes)
1	One time integration charges of End to End Reconciliation Solution for RSCB & 29 DCCBs (including network connectivity)	1					
2	Reconciliation services charges for RSCB & 29 DCCBs (on per transaction basis)	2,00,00,000* per year approx. (Per transaction charges)					
3	ATM reconciliation & EJ pulling charges	203** (tentative)					

\* Tentative Transactions of NFS network, ATM, POS- Issuer/acquirer, ECOM, Payment gateways, Rupay, AEPS, RTGS/NEFT, NACH, Micro ATMs, PPI, Mobile Wallet etc. of RSCB & 29 DCCBs is 2 Crores per year. This requirement may increase or decrease.

\*\* Tentative number of ATMS is 203 which may increase or decrease.

## **ANNEXURE-9 – Components Offered + Technical specifications compliance sheet for all items only on OEM’s letter-head**

- **Components Offered**
- **Technical specifications (as per Annexure 2) compliance sheet for all items (only on OEM’s letter-head)**
- Make and Model/Version no. of the solution offered.

## **ANNEXURE-10 DRAFT AGREEMENT FORMAT**

{to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 by and between The Rajasthan State Co-operative Bank Ltd. (RSCB), having its head office at DC-1, Opp. Nehru Balodyan, Tonk Road, Jaipur, 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 the Indian Companies Act, 1956 with its registered office at \_\_\_\_\_ (herein after referred as the “Successful Bidder/ Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by 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-1 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/ install/ complete: -

S. No.	Condition	LD %*
a.	Delay up to one fourth period of the prescribed period of delivery of the services after placing Work Order/ repeat Work Order	2.50%
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery of the services after placing Work	5.00%

	Order/repeat Work Order	
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery of the services after placing Work Order/repeat Work Order	7.50%
d.	Delay exceeding three fourth of the prescribed period of delivery of the services after placing Work Order/repeat Work Order	10.00%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10%.
  - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. The Penalties shall be implemented and deducted as per the SLAs defined in the RFP
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
8. In case of agreement with Supplier/service provider:

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

Signed by:	Signed by:
Designation:., Managing Director, RSCB	Company:

### SERVICE LEVEL AGREEMENT

This Service Level Agreement (“Agreement”) is made and executed at Jaipur on this ..... day of ..... 2021 (“Effective Date”) between

<<Vendor>>, a company incorporated in India under the laws of Companies Act, 1956 and having its registered office at <<Address of the Company>>, CIN: <<CIN No.>> through its authorized signatory its <<Designation Authorised Signatory>> Shri <<Name>> S/o Shri <<Father Name>> (Hereinafter referred to as “Service Provider/Receiving party”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

#### AND

**The Rajasthan State Co-operative Bank Ltd.**, a Scheduled Co-operative Bank licensed as a Bank under Banking Regulation Act 1949 and having its registered office at DC-1, Opp. Nehru Balodyan, Tonk Road, Jaipur 302 015, through its Managing Director Shri .....(hereinafter referred to as “RSCB”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

Whereas,

**RSCB** is desirous of appointing an agency for << Work Details >> as per the Scope of Work and Terms and Conditions as set forth in the RFP document <<RFP No>> dated <<Date>>

And whereas

The **Service Provider** 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 RSCB from time to time.

And whereas

**RSCB** has accepted the bid of supplier and has placed the Purchase Order vide Letter No. <<PO No.>> dated <<PO Date>>, on which M/s <<Vendor>> has given their acceptance vide their Letter No. <<Vendor Acceptance Letter>> dated <<Acceptance letter date>> to <<Work details>> as per following:

S. No.	Item Description
1	

And whereas

The **Service Provider** has deposited a sum of Rs.                   /- (Rupees                   Only) in the form of Bank Guarantee ref no. <<**BG No.**>> dated <<**dated**>> of <<**Bank Name**>> and valid up to <<**Validity Date**>> 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. Tender Notice No. <<Notice No.>> dated <<Notice Date>> and RFP document dated <<RFP Date>> 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 Purchase order no. <<PO No.>> dated <<PO Date>> 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 Purchase order i.e. <<PO Date>> and completed by supplier within the period as specified in the RFP document.
5. **Service Level Requirements**
  - i. 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 an efficient manner to the identified users under this procurement.
  - ii. The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The selected bidder for this RFP 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.

<<SLA details as per RFP & PO>>

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 25% of the order value.

6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be referred to the Registrar, Co-operative Societies, Rajasthan, Jaipur for arbitration under section 58 of the Rajasthan Co-operative Societies Act, 2001.



**Enclosed:**

1. Copy of the certificate of Incorporation of <<Vendor>>
2. Copy of Board resolution of <<Vendor>> authorizing the signatory to sign this agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

<<Vendor>>	<b>THE RAJASTHAN STATE CO-OPERATIVE BANK LTD.</b>
Name: <<Authorized Signatory>>	Name:
Designation: <<Designation of Authorised signatory>>	Designation: Managing Director

**ANNEXURE-12: INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT**

**NON-DISCLOSURE AGREEMENT DRAFT**

This Non Disclosure Agreement (“Agreement”) is made and executed at Jaipur on this ..... day of ....., 2021 (“Effective Date”) between

<<Vendor Name>>, a company incorporated in India under the laws of Companies Act, 1956 and having its registered office at <<Vendor Address>>, CIN: <<Vendor CIN>> through its authorized signatory its <<Designation of Authorised Signatory & Name>> S/o <<Father name>> (Hereinafter referred to as “Service Provider/Receiving party”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns);

**AND**

The Rajasthan State Co-operative Bank Ltd., a Scheduled Co-operative Bank licensed as a Bank under Banking Regulation Act 1949 and having its registered office at DC-1, Opp. Nehru Balodyan, Tonk Road, Jaipur 302 015, through its Managing Director Shri..... (hereinafter referred to as “Disclosing party”, which expression shall mean and include unless repugnant to the context, its successors and permitted assigns).

The term “Disclosing Party” refers to the party disclosing the confidential information to the other party of this Agreement and the term “Receiving Party” means the party to this Agreement which is receiving the confidential information from the Disclosing Party.

Service Provider and Disclosing party shall hereinafter be jointly referred to as the “Parties” and individually as a “Party”.

With an objective of protection of all kinds of information provided by the Disclosing Party to the Service Provider, and any such additional promises and understandings agreed in writing only, the parties herein above execute this agreement as follows:-

**Article 1: Purpose**

The purpose of this Agreement is to maintain in confidence the various Confidential Information, which is provided between the contracting parties referred herein above to perform the considerations (hereinafter called “Purpose”) set forth in below:

To Provide <<Work Details>> per following:

S. No.	Item Description
1	

**Article 2: DEFINITION**

For purposes of this Agreement, "**Confidential Information**" means the terms and conditions, and with respect to either party, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to the Purpose (including, but not limited to, information identified as being proprietary and/or confidential or pertaining to, pricing, marketing plans or strategy, volumes, services rendered, customers and suppliers lists, financial or technical or service matters or data, employee/agent/consultant/officer/director related personal or sensitive data and any information which might reasonably be presumed to be proprietary or confidential in nature) excluding any such information which (i) is known to the public (through no act or omission of the Receiving Party in violation of this Agreement); (ii) is lawfully acquired by the Receiving Party from an independent source having no obligation to maintain the confidentiality of such information; (iii) was known to the Receiving Party prior to its disclosure under this Agreement; (iv) was or is independently developed by the Receiving Party without breach of this Agreement; or (v) is required to be disclosed by governmental or judicial order, in which case Receiving Party shall give the Disclosing Party prompt written notice, where possible, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment and also to enable the Disclosing Party to seek a protective order or other appropriate remedy at Disclosing Party's sole costs. Confidential Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within Seven (7) days of disclosure.

### **Article 3: NO LICENSES**

This Agreement does not obligate either party to disclose any particular proprietary information; related to purchase, sell, license, transfer, or otherwise dispose of any technology, services, or products; or to enter into any other form of business, contract or arrangement. Furthermore, nothing contained hereunder shall be construed as creating, conveying, transferring, granting or conferring by one party on the other party any rights, license or authority in or to the Confidential Information disclosed under this Agreement.

### **Article 4: DISCLOSURE**

1. Receiving Party agrees and undertakes that it shall not, without first obtaining the written consent of the Disclosing Party, disclose or make available to any person, reproduce or transmit in any manner, or use (directly or indirectly) for its own benefit or the benefit of others, any Confidential Information save and except both parties may disclose any Confidential Information to their Affiliates, directors, officers, employees or advisors of their own or of Affiliates on a "need to know" basis to enable them to evaluate such Confidential Information in connection with the negotiation of the possible business relationship; provided that such persons have been informed of, and agree to be bound by obligations which are at least as strict as the recipient's obligations hereunder. For the purpose of this Agreement, Affiliates shall mean, with respect to any party, any other person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such party. "Control", "Controlled" or "Controlling" shall mean, with respect to any person, any circumstance in which such person is controlled by another person by virtue of the latter person controlling the composition of the Board of Directors or owning the largest or controlling percentage of the voting securities of such person or by way of contractual relationship or otherwise.
2. The Receiving Party shall use the same degree of care and protection to protect the Confidential Information received by it from the Disclosing Party as it uses to protect its own Confidential Information of a like nature, and in no event such degree of care and protection shall be of less than a reasonable degree of care.
3. The Disclosing Party shall not be in any way responsible for any decisions or commitments made by Receiving Party in relying on the Disclosing Party's Confidential Information.

### **Article 5: RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

The parties agree that upon termination of this Agreement or at any time during its currency, at the request of the Disclosing Party, the Receiving Party shall promptly deliver to the Disclosing Party the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Receiving Party or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.

#### **Article 6: INJUNCTIVE RELIEF**

The parties hereto acknowledge and agree that in the event of a breach or threatened breach by the other of the provisions of this Agreement, the party not in breach will have no adequate remedy in money or damages and accordingly the party not in breach shall be entitled to injunctive relief against such breach or threatened breach by the party in breach.

#### **Article 7: NON-WAIVER**

No failure or delay by either party in exercising or enforcing any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, remedy or power preclude any further exercise or enforcement thereof or the exercise of enforcement of any other right, remedy or power.

#### **Article 8: DISPUTE RESOLUTION**

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be referred to the Registrar, Co-operative Societies, Rajasthan, Jaipur for arbitration under section 58 of the Rajasthan Co-operative Societies Act, 2001.

#### **Article 9: GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed exclusively by the laws of India and jurisdiction shall be vested exclusively in the courts at Jaipur in India.

#### **Article 10: NON-ASSIGNMENT**

This Agreement shall not be amended, modified, assigned or transferred by either party without the prior written consent of the other party.

#### **Article 11: TERM**

This Agreement shall remain valid from the effective date till the validity period of this Agreement or till the date of termination of this Agreement. The rights and liabilities of each Party hereunder will continue and be binding irrespective of the termination of this Agreement for a period of one year after the validity period or from the date of termination of this agreement.

#### **Article 12: INTELLECTUAL PROPERTY RIGHTS**

Neither Party will use or permit the use of the other Party's names, logos, trademarks or other identifying data, or infringe Patent, Copyrights or otherwise discuss or make reference to such other Party in any notices to third Parties, any promotional or marketing material or in any press release or other public announcement or advertisement, however characterized, without such other Party's prior written consent.

#### **Article 13: GENERAL**

1. Nothing in this Agreement is intended to confer any rights/remedies under or by reason of this Agreement on any third party.
2. This Agreement and the confidentiality obligations of the Parties under this Agreement supersedes all prior discussions and writings with respect to the Confidential Information and constitutes the entire Agreement between the parties with respect to the subject matter hereof. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Agreement.
3. Any breach of any provision of this Agreement by a party hereto shall not affect the other party's non-disclosure and non-use obligations under this Agreement.

**Enclosed:**

3. Copy of the certificate of Incorporation of <<Vendor Name>>
4. Copy of Board resolution of <<Vendor Name>> authorizing the signatory to sign this agreement.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Agreement by their duly authorized representatives as of the Effective Date written above.

<<Vendor Name>>	<b>THE RAJASTHAN STATE CO-OPERATIVE BANK LTD.</b>
Name: <<Authorised Signatory>>	Name:
Designation: <<Authorised Signatory>>	Designation: Managing Director

**Annexure 13**

## Form of Bid-securing Declaration

Date:

Bid No:

Alteranative No:

To:

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We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration. We accept that we are required to pay the bid security amount specified in the Term and Condition of Bid, in the following cases, namely:-

- (a) When we withdraw or modify our bid after opening of bids;
- (b) When we do not execute the agreement, if any, after placement of supply/work order within the specified period;
- (c) When we fail to commence the supply of the goods or service or execute work as per supply/work order within the time specified;
- (d) When we do not deposit the performance security within specified period after the supply/work order is placed; and
- (e) If we breach any provision of code of integrity prescribed for bidding specified in the Act and Chapter VI of these rules.

In addition to above, the State Government shall debar us from participating in any procurement process undertaken for a period not exceeding three years in case where the entire bid security or any part thereof is required to be forfeited by procuring entity.

We understand this Bid Securing Declaration shall expire if:-

- (I) We are not the successful Bidder;
- (II) the execution of agreement for procurement and performance security is furnished by us in case we are successful bidder;
- (III) thirty day after the expiration of our Bid.
- (IV) The cancellation of the procurement process; or

(V) the withdrawal of bid prior to the deaddine for presentin bids, unless the bidding documents stipulate that no such withdrawal is permitted.

Signed :-----

Name :-----

In the capacity of :-----

Duly authorized to sign the bid for and on behalf of:

Dated on      day of

Corporate Seal-----

**[Note: In case of a Joint Venture, the Bid Securing Declaration must be singed in name of all partners of the Joint Venture that is submitting the bid.]**

### **CHECKLIST – Mandatory Documents for Submission**

S. No.	Document type	Document format		
1.	1. Bidding document Fee (Bid Fee), 2. RISL Processing Fee (e-Procurement),	Instrument/ Proof of submission of <table border="1" style="width: 100%;"> <tr> <td>Bid Fee – Rs.5000/-</td> </tr> <tr> <td>RISL Processing Fee of Rs.500/-</td> </tr> </table>	Bid Fee – Rs.5000/-	RISL Processing Fee of Rs.500/-
Bid Fee – Rs.5000/-				
RISL Processing Fee of Rs.500/-				
2.	Bidder's Authorization Certificate	<ul style="list-style-type: none"> <li>As per Annexure-4 and copy of PoA/ Board resolution stating that Authorised Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.</li> <li>All the documents uploaded on eproc portal should be digitally signed with the DSC of authorized signatory who has been authorized by the bidder firm to sign the bid.</li> </ul>		
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	<ul style="list-style-type: none"> <li>Copy of valid registration certificates/ Copy of Certificates of incorporation</li> <li>Balance Sheet of last three years i.e 2017-18, 2018-19 &amp; 2019-20. Provisional Balance sheet of 2021.</li> <li>Financial statement i.e. 2017-18, 2018-19 &amp; 2019-20. Provisional financial statement of 2021.</li> <li>Copies of supply order &amp; its invoice &amp; Project completion / Phase completion report in support of Technical Capability.</li> <li>Copies of GST, PAN, CGST/SGST/IGST clearance certificate</li> <li>Undertaking as per Annexure 5.</li> <li>Details of office in Rajasthan/ Undertaking</li> </ul>		
4	Certificate of Conformity/ No Deviation	As per Annexure-5		
5	Declaration by Bidders	As per Annexure-6		
6	Manufacturer's Authorization Form (MAF)	As per Annexure-7		
7	Components Offered + Technical specifications compliance sheet (as per Annexure 2) for all items only on OEM's letter-head	As per Annexure- 2 & Annexure 9		



8	Declaration of clause 30	All bidders shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Technical Resource for the contract.]
9	BoQ	BoQ as per the financial bid format in Financial Bid only