

The Rajasthan State Cooperative Bank Ltd.
(RSCB)

Request for proposal for Comprehensive Annual Maintenance Contract (AMC) for ATM
Machines and Access Control Systems

RSCB/ATM-AMC/20-21/02 dated 18.12.2020

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| Mode of Bid Submission | Through offline mode |
| Procuring Authority | General Manager (Administration) The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015 |
| Bid Amount (Estimated Procurement Cost) | Rs.5.70 Lakhs (Inclusive of GST) |
| Bid Security and Mode of Payment | Bid Security is Rs.5,700/- Bid Document fee is Rs.500/- |
| Bid Fee & RISL Processing Fee | <u>The above total payment of Bid Security, Bid Document Rs.6,200/- has to be deposited through Demand Draft in favour of The Rajasthan State Co-operative Bank Ltd. payable at Jaipur or through RTGS/NEFT compulsorily. The RTGS/NEFT account details of the bank is as under:-</u> Account Name: The Rajasthan State Co-operative Bank Ltd. Account No. : 91242100999 Branch: Head Office IFSC Code: RSCB0000001 Scanned copy of the demand draft or RTGS/NEFT UTR receipt has to be uploaded along with the technical bid on e-procurement portal. |
| Start date and time of download of Bid | 18.12.2020, 10.00 AM |
| Last date and time of download of Bid | 28.12.2020, 1.00 PM |
| Last Date of submission of Bid | 28.12.2020, 1.00 PM |
| Last Date and time for submission of Bid Security (DD/RTGS/NEFT details) | 28.12.2020, 1.00 PM |
| Opening of Technical bid | 28.12.2020. 3.00 PM |

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| Name of Bidding Company/ Firm: | |
| Contact Person (Authorized Bid Signatory): | |
| Correspondence Address: | |

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| Mobile no. | |
| Telephone no. / Fax no. | |
| Website / e-mail | |
| The Rajasthan State Cooperative Bank Ltd. HO: DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur-302015 Phone no. 0141-2744832 e-mail: rscb.ittenders@rajasthan.gov.in | |

Abbreviations and Definitions

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| ACT | The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto |
| Rules | The Rajasthan Transparency in Public Procurement Rules, 2013 |
| 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) | A security provided to the procuring entity by a bidder for securing the fulfillment of any obligation in terms of the provisions of the bidding documents. |
| Bidder | Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity |
| Bidding Document | Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid |
| BoM | Bill of Material |
| 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 1 Years of Operations & Maintenance Services after commissioning of the project which may be extender further on mutual consent |
| 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 |

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| Gol/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 |

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| | “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 |
| SMS | Short Message Service- Push & Pull. |
| 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/ATM-AMC/20-21/02 dated 18.12.2020

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| 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 Baludyan, Tonk Road, Jaipur (Rajasthan) – 302015 |
| Subject matter of procurement | Comprehensive Annual Maintenance Contract (AMC) for ATM Machines and Access Control Systems |
| 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. | https://rscb.org.in , https://sppp.rajasthan.gov.in/ . |
| Estimated Procurement Cost | Rs.5.70 Lakhs (Inclusive of GST) |
| Bid Fee & RISL Processing Fee | Bid Security is Rs.5,700/- Bid Document fee is Rs.500/- |
| Bid Security and Mode of Payment | <p><u>The above total payment of Bid Security, Bid Document Rs.6,200/- 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></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> |

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| Start Date and Time of downloading Bid and End Date and Time for submitting Bid. | 10.00 AM, 18.12.2020 to 1.00 PM, 28.12.2020 DGM(EDP), The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015 |
| Date/ Time/ Place of opening Technical Bid | 3.00 PM, 28.12.2020 The RSCB Ltd., DC-1, Opposite Nehru Balodyan, Tonk Road, Jaipur (Rajasthan) – 302015 |
| Bid Validity | 90 days from bid submission deadline |
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General Manager (Administration)
The Rajasthan State Co-operative Bank Ltd.
Jaipur (Rajasthan)

2. PROJECT PROFILE & BACKGROUND INFORMATION

Sealed tenders are invited from eligible bidders to perform Comprehensive Annual Maintenance Contract of the NCR Self Serve 22 e ATM Machines and Access control systems installed in the branches of RSCB, for an initial period of one year, which may be extended further on mutual terms and conditions as per decisions of the bank management

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 ⁹ | Documents Required |
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| 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 Equipment Manufacturer i.e M/s NCR or its authorized partner | Bidder must furnish documentary evidence of being OEM or authorized channel partner of OEM for maintenance of the ATMs. |
| 3. | Financial: Turnover from IT/ ITeS | Average Annual Turnover of the bidder from IT/ ITeS (as per the last published audited accounts) during last three financial years i.e. from <u>FY 2017-18, 2018-19 & 2019-20</u> should be at least Rs22.80 Lakhs | Balance Sheet, P&L and CA certificates of three years i.e. 2017-18, 2018-19 & 2019-20. CA Certificate should be duly signed and sealed with CA registration number. |
| 4. | Financial: Net Worth | The net worth of the bidder for 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. |

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| 5. | Technical Capability | The bidder must have successfully maintained the NCR Self Serve 22 e ATM machines in <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> | Copies of supply order & its invoice & Project completion / Phase completion report |
| 6. | 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 |
| 7. | Undertaking | Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. | A Self Certified letter as per Annexure-4: Self Declaration |

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| | | d) comply with the code of integrity as specified in the bidding document. | |
| 8. | Offices | The bidder should have permanent office in India with easy access. The bidder should have branch/ service centers in Rajasthan. | The bidder should have permanent office in India with easy access. The bidder should have branch/ service centers in Rajasthan. <u>If the bidder do not have branch/ service centers in Rajasthan, then bidder shall submit self-declaration signed by authorized signatory, certifying that the bidder shall open an office in Rajasthan within 90 days of the receipt of the PO/WO.</u> |

- 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.

9. SCOPE OF WORK, DELIVERABLES AND TIMELINES

The scope of work of the RFP covers:

Preventive and Comprehensive Annual Maintenance (AMC) of ATM Machines including Biometric and Access Control System (as per Technical Bid) in all aspect covered under AMC during all week days i.e. from Monday to Sunday. The AMC vendor shall be solely responsible for keeping all equipments & software(s) up & running in integrated fashion meeting to the bank's requirements.

- i. Preventive/corrective maintenance and/or equipment inspections shall be carried out and completed in the first month of the every quarter and submit the related

documents to respective custodian branch. The preventive maintenance service will include the following:

- a. Routine hardware diagnosis test. Cleaning of equipments (as necessary). This will involve blowing all components with a vacuum cleaner or blower, cleaning external surfaces with suitable materials to remove stains, or dirt etc.
 - b. The vendor will obtain the Branch/Departmental/Regional Manager's sign-off for each piece of equipment serviced during each preventive/corrective maintenance exercise.
 - c. Under corrective maintenance the vendor shall rectify any defects, faults and failures in the equipment and shall repair, replace any worn out, defective parts of the equipment, free of cost to the Bank. All the components of the equipments, no exclusion, shall be covered under this agreement.
- ii. 24 x 7 x 365 support by vendor. In case of the non-availability of the replacement of any hardware component etc. within the RFP service window, vendor has to provide equivalent hardware equipment with same configuration as the existing item.
 - iii. During the AMC period, OEM's equipments/spares in brand new condition are to be supplied and installed by vendor at its own cost and risk.
 - iv. It will be Vendor's responsibility to ensure smooth running of the ATM machines including Biometric, installed software(s) and Access Control System in healthy condition during the entire AMC period.
 - v. The vendor shall load/reload and configures operating systems and/or any other specific system software as the case may be in the equipment covered under AMC suiting to the requirements of bank, at no extra cost to the bank, whenever the need arises.
 - vi. Necessary technical assistance and advice shall be extended by the vendor to resolve problems that may be encountered with regard to hardware, operating system, system software and any problems accessing the various application software on the ATM machines, etc. covered under AMC.
 - vii. The vendor shall be responsible for updating of security patches on operating systems which should be done immediately upon their release by the Principal after taking due permission of the Bank's officials.
 - viii. The vendor shall be responsible for recovery of data, free of cost, in case of Hard Disk crash of any ATM systems under its AMC.
 - ix. The vendor shall not sub-contract the AMC to any organization, person, firm or its franchisee in any condition what so ever. If, at any time, it comes to the notice of the Bank that such sub-letting has been done, the Bank at its discretion may terminate the contract without referring the matter further to the vendor. The Bank will be at liberty to realize all the expenses it had to incur in this connection, either by adjusting from the payments due to the Vendor or through other means.

- x. The vendor shall ensure 99% uptime for all ATM machines including Biometric and Access Control Systems. If during any quarter, the vendor does not maintain the uptime of the equipment, the penalty clause 3 will be enforced.
- xi. The selected bidder shall submit report of downtime and spares on weekly basis. If the bidder fails to submit the report the penalty clause 3 will be enforced.
- xii. The 'Downtime' in respect of the equipment shall be calculated as under:-
 - a. 'UPTIME' of the hardware and system software = (Coverage Hours minus Down Time)/Coverage Hours X 100 for the maintenance year.
 - b. Coverage Hours = Uptime commitment per day X No. of days per Year.
 - c. Uptime Commitment per day = Hardware and System Software Maintenance Support Time per day.
 - d. Down Time will be counted from the time of reporting the maintenance call by the Bank to the Vendor till the resolution of the problem/operationalization of the hardware and system software.
 - e. The bidders have to ensure 99% uptime and 1% downtime calculation on quarterly basis. The Downtime will be calculated on pro-rata basis and equally distributed in the AMC year.
- xiii. As security for due fulfillment of the terms and conditions and obligations of the service contract, the EMD amount of the vendor shall be returned only after 30 days of expiry of AMC period/contract.
- xiv. In the event of addition of any more ATM machines under the scope of the AMC, the maintenance will be carried out by the vendor for which the vendor may be eligible for an additional consideration. In the event of weeding out of older machines in the office, the same shall be removed from the contract and the rates reduced accordingly on a pro rata basis.
- xv. The Vendor will provide insurance cover to its workmen/ resident engineers in the Bank. The workmen/ engineers or their legal heirs shall not claim any insurance benefit from the Bank in case workmen/ engineers suffer any loss or damage to their life or person or property while working in the Bank premises.
- xvi. The vendor shall ensure that all materials and information which may come into its possession or knowledge in connection with this contract or the performance thereof, whether consisting of confidential and proprietary data or not, whose disclosure to or use by third parties may be damaging or cause loss to the Bank, will at all times be held by it in the strictest confidence and it shall not make use thereof other than for the performance of its obligations described in the AMC and to release it only to employees requiring such information for the purpose of performing obligations arising out of the AMC and not to any other party. The vendor shall ensure that appropriate action shall be taken with respect to its employees to ensure that the obligations of non-use and non-disclosure of confidential information are fully satisfied.
- xvii. The vendor shall certify that the repair and maintenance services/products sold do not violate or infringe upon any patent, copyright, trade secret or other property

- right of any other person or other entity. The vendor shall indemnify the Bank from any claim or demand, action or proceeding, directly or indirectly resulting from or arising out of any breach or alleged breach of this warranty.
- xviii. The Bank reserves the right to claim as damages from the vendor to the extent of the loss suffered by it, if it is found that due to any commission or omissions of the vendor, damage has been caused to equipment covered by the AMC or to any property of the Bank even if it is not covered by the AMC.
 - xix. The Bank reserves the right to terminate the agreement and/or forfeit the earnest money deposit and/or invoke the BG provided, if the vendor fails to carry out any of its obligations/duties in terms of the agreement.
 - xx. The vendor shall pay all the taxes, duties and levies, if any, required to be paid. The consideration indicated in the foregoing paragraphs shall be exclusive of all the prevalent taxes payable by the vendor. However, vendor shall explicitly specify current application taxes in the commercial bid. The Bank would be at liberty to make the necessary tax deduction at source, as required by law.
 - xxi. L1 vendor will be decided on the basis of Total Cost to the Bank (inclusive of applicable taxes mentioned in the commercial bid by the vendor).
 - xxii. The Bank shall not consider any request in change of rates of AMC due to any reason whatsoever, during currency period of the contract.
 - xxiii. All legal suits, actions or proceedings relating to or arising out of the agreement shall be subject to jurisdiction of the courts in Jaipur only.

Payment Terms & Conditions

| S. No. | Milestones | Payment |
|--------|---|---|
| 1 | AMC of the NCR Self Serve 22 e ATM & access control system at 12 branches | Quarterly payments towards the maintenance charges after the expiry of each quarter and satisfactory performance during the quarter |

10. 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

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

- a) Bid security instrument (Pay Order/Demand Draft/ Bank Guarantee of a scheduled bank) shall necessarily accompany the technical bid.
- b) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- c) The bid security may be given in the form of a Pay Order, Demand Draft or Bank Guarantee of a scheduled bank. The bid security must remain valid for 30 days beyond the original or extended validity period of the bid.
- d) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security. While amount of bid security of successful bidder is adjusted in performance security amount.
- e) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv. comply terms and conditions and obligations of the service contract/Bid document/SLA
 - v. in the event RSCB Ltd., Jaipur coming to know at any time that any wrong information in respect of the contract is provided by the bidder in the offer, then RSCB may solely at its discretion, reject the offer and invoke the Bank guarantee or forfeit the earnest money deposit, furnished by the bidder.
 - vi. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - vii. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- g) No interest shall be payable on the bid security.

h) Bid Security of successful bidder will be refunded after the completion of the complete project.

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. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by

them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

6) Format & Signing of bids

- a) Bidders must submit their bids offline as per the as per the timelines given in the bid documents.
- 7) All the documents should be signed by authorized signatory who has been authorized by the bidder firm to sign the bid
- 8) All the documents 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), 3. Bid Security. | Instrument/ Proof of submission of Bid Fee – Rs.500/- Bid Security of Rs.5,700/- | Annexure A |
| Eligibility Documents | | | As per the docs mentioned in eligibility criteria |
| Technical Documents | | | |

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 as per Annexure 8.
- 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

9) 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.

10) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

11) Deadline for the submission of Bids

- a) Bids shall be received offline 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, 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.

12) Withdrawal, Substitution, and Modification of Bids

Bids withdrawn shall not be opened and processes further.

13) 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, bid security or bid securing declaration, and processing fee (if applicable);
 - b. bid is valid for the period, specified in the bidding document;
 - c. bid is unconditional and the bidder has agreed to give the required performance security; and
 - d. other conditions, as specified in the bidding document are fulfilled.
 - e. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

14) Selection Method:

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

15) 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.

16) 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.

17) 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.

18) 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.

19) Comparison of rates of firms

All financial bids must be submitted with all inclusive prices.

20) Negotiations

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

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.

21) 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.

22) 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.

23) 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.

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

24) Information and publication of award

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

25) 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.

26) 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.

27) 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 for bid security;

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.

28) 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.

29) 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.

30) 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.

31) 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 and forfeiture or encashment of bid security;
 - 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.

32) 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.**

33) 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.

34) 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

All disputes pertaining to the Contract shall be decided as per the provision of Arbitration & Conciliation act, 1996. The decisions of Chairman/Administrator, RSCB shall be final and binding to all. All disputes shall be subject to Jaipur Jurisdiction only.

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 |
|--------|------------------------------|----------|--------------------------|---------------------------------------|
| 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

The AMC services shall be delivered within the stipulated timelines. Failure to comply with the time frames for delivery shall attract penalty as follows:

A) Penalties for delayed / non delivery of AMC services:

| Particulars | Penalty Rates |
|-----------------------|---|
| Delay in AMC services | 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% |

(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 services 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.

Regulatory Compliances

- 1) Bidder shall sign a Non Disclosure Agreement with the Bank.
- 2) Meetings shall be conducted with selected bidder at regular intervals to discuss about cyber security related issues and developments.
- 3) Selected Bidder shall ensure that the latest security requirements are updated.
- 4) Selected Bidder shall ensure that data loss/leakage prevention mechanism is deployed to safeguard sensitive business and consumer data.
- 5) The selected bidder shall ensure regulatory compliance on network, DC/DR security standards in products and services provided by them
- 6) The bank & regulatory agencies shall have right to audit the compliance of the SLA by the vendor
- 7) The SLA shall have guidelines with roles and responsibilities defined for vendor in case of cyber security incidents
- 8) Selected bidder shall sign a compliance of the security policy along with Non Disclosure Agreement

ANNEXURE-1: BILL OF MATERIAL (BoM)

| Item No. | Item Description | Qty. | Technical Compliance (Yes/No) |
|----------|---|------|-------------------------------|
| 1 | Comprehensive AMC of NCR Self Serve 22 e ATM Machines, Biometric, Access Control Systems and any ancillary/allied items with regard to functioning of ATM machines. (detailed technical specifications at Annexure 2) | 12 | |

ANNEXURE-2: TECHNICAL SPECIFICATIONS of NCR Self Serve 22 e ATMs

| S. No | Technical Specification |
|--------------|--|
| | Front Access Lobby |
| | Processor |
| 1. | Intel Processor 2.2 GHZ Single Core or above |
| 2. | 1 GB Memory or above |
| 3. | 160 GB Hard Disk or above |
| 4. | DVD ROM |
| 5. | 2 Serial and 1 Parallel Port,4 USB Port |
| 6. | 10/100 Ethernet |
| 7. | Windows XP SP3 with ATM Software |
| 8. | NDC / D 912 Emulation |
| 9. | PCI expansion slot |
| 10. | Battery back-up for BIOS. |
| | Currency Chest |
| 1. | UL 291 (Level 1) Certified Secure Chest |
| 2. | Alarms |
| 3. | Dual Combination Mechanical Lock or Electronic lock |
| | Dispenser |
| 1. | 4 denomination cash dispenser with 4 secure currency cassettes (with lock and key) |
| 2. | Friction/Vacuum Pick Technology |
| 3. | Multimedia dispenser with Bunch Presenter |
| 4. | Dispense minimum 40 notes per transaction |
| 5. | Bill Divert Facility |
| 6. | Dispense ATM Fit currency |
| 7. | Retract notes left behind by the customer |
| 8. | Indicate proper insertion of cassettes |
| 9. | 4 currency cassettes and 1 secure divert cassette with tamper indication/unique key |
| 10. | Divert Bin (Purge Bin) |
| 11. | Cassette should hold minimum of 2500 notes |
| 12. | Low Cassette cash level-warning |
| | Card Reader |
| 1. | Dip Smart Card reader Track 1/2/3 (Optional IMCRW Tk 1/2 R, 3 RW) |
| 2. | Conformance to VISA/Master Cards Standards |
| 3. | Conformance to EMV v3.1.1 Standards |
| | Customer Interface of ATM |
| 1. | High Resolution 15"Colour Touch Screen |
| 2. | 16 Key consumer encrypted PIN-PAD (EPP) .Triple DES EPP (Encrypted Pin Pad) with Option of Remote Key management, support for EMV, Fraudulent device inhibitor, enhanced card drive, electronic journal. Hardened OS and application customized to make more secure. |
| 3. | Audio based notification to customer |
| 4. | DES Chip (Security) |
| 5. | Triple DES (3DES) chip with encryption/validation software |

| | |
|----|--|
| 6. | EMV Level compliant |
| | Connectivity |
| 1. | ATM Must support TCP/IP |
| | Receipt Printer |
| 1. | 40 col. Graphics Thermal receipt printer |
| 2. | Form width 80 mm |
| 3. | Capable of auto paper loading and cutting |
| | Journal printer |
| 1. | Thermal or DMP Journal printer for trouble free journal printing and capable of auto paper loading. Form width 80 mm. |
| | Security |
| 1. | Basic alarm sensor with dual combination lock to monitor the following and sending signals/ messages to switch / messaging center. <ul style="list-style-type: none"> • Chest door status • Thermal status • Vibration status |
| | Software |
| 1. | Windows Operating System with SP3 |
| 2. | ATM should be preloaded with CEN3.0 compliant XFS software and should be capable of running multi-vendor software without any hardware/operating system changes |
| 3. | Antivirus software updatable up to warranty and AMC period. Updating the antivirus software will be responsibility of the ATM vendor and Windows OS hardened, installation of Microsoft recommended service pack and patch files. |
| | Others |
| 1. | Low Media warning for all item Viz. Bills, Journal Roll, Consumer printer roll etc |
| 2. | Electronic Journal on Hard Disk |
| 3. | In built SMPS to work on 230V 50Hz power supply |
| 4. | Y2K Complaint |
| 5. | Support input Voltage of 230V/50Hz with +5% variation |
| 6. | Digital Surveillance System |
| | Optional Items |
| 1. | Bio-metric Kit (with required Hardware and Software) |
| 2. | Access Control Systems |

ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,

The Rajasthan State Co-operative Bank Ltd.

Jaipur

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. RSCB/ATM-AMC/20-21/01 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,
The Rajasthan State Co-operative Bank Ltd,
Jaipur

In relation to my/our Bid submitted to The Rajasthan State Co-operative Bank Ltd., Jaipur for procurement of Comprehensive AMC services of ATMs Machines and Access Control Systems in response to their Notice Inviting Bids No RSCB/ATM-AMC/20-21/01 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 & Place:

Signature of bidder
Name :
Designation:
Address:

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

To,
The Rajasthan State Co-operative Bank Ltd.,
Jaipur

CERTIFICATE

This is to certify 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 / Authorised partner of OEM for AMC services 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 Support/ Warranty for the offered Hardware/ 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

| S. No. | Item Description | Qty. | Unit price | CGST | SGST | IGST | Total (inclusive of all taxes) |
|---------------|---|-------------|-------------------|-------------|-------------|-------------|---------------------------------------|
| 1 | Comprehensive AMC of NCR Self Serve 22 e ATM Machines, Biometric, Access Control Systems and any ancillary/allied items with regard to functioning of ATM machines. (detailed technical specifications at Annexure 2) | 12 | | | | | |

ANNEXURE-9 DRAFT AGREEMENT FORMAT

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

This Contract is made and entered into on this _____ day of _____, 2018 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 Order/repeat Work Order | 5.00% |
| 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: |
| | |
| | |
| | |
| | |
| | |

ANNEXURE-10: INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement ("Agreement") is made on this _____ day of _____, 2018

BETWEEN

Managing Director, The Rajasthan State Co-operative Bank Ltd., DC-1, Opp. Nehru Balodyan, Tonk Road, Jaipur (hereinafter referred to as "RSCB", which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,

AND

Company Name, India (hereinafter referred to as 'Successful Bidder/ Supplier', which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART.

WHEREAS

- a. The RSCB wishes to appoint an agency for at DC-1, Opp. Nehru Balodyan, Tonk Road, Jaipur for a period of years. For the purpose there will be a requirement to exchange certain information related to or hosted in RSCB which is proprietary and confidential information.
- b. The RSCB is willing to disclose such information to Bidder/ Supplier only on the terms and conditions contained in this Agreement. The agrees to hold the Covered Data and Information in strict confidence. Bidder/ Supplier shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/RSCB except as permitted or required by the Agreement, or as otherwise authorized in writing by RSCB.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition: In this agreement unless the contest otherwise requires:

1.1. "Confidential Information" shall mean

- a) any and all information concerning RSCB Data Center, DR site or any other successor,
- b) any and all trade secrets or other confidential or proprietary information related and hosted in RSCB Data Centre (RSCB DC) and RSCB DR Site Jodhpur
- c) Passwords of IT/Non IT equipments of RSCB DC, user identifications, or other information that maybe used to access information systems, networking

diagrams, technical specifications of IT/Non IT equipments, policies of firewall/IDS/IPS /routers /switches and information hosted on IT equipments in RSCB Data Center and Disaster Recovery sites.

1.2. Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related or hosted with RSCB DC and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.

2. Limitations on Use and Disclosure of Confidential and Proprietary Information

2.1. Confidential and Proprietary Information disclosed by the RSCB and/or other departments/PSU whose data are hosted in RSCB DC shall be used by the Bidder/ Supplier' solely for the purpose of fulfillment of the obligation and work assigned to it as per order no. _____ and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RSCB or its representative. Bidder/ Supplier' shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.

2.2. Confidential and Proprietary Information shall not be copied or reproduced by the Bidder/ Supplier' without the express written permission of the RSCB, except for such copies as may be reasonably required for accomplishment of the purpose stated in the Bid no. _____.

2.3. Confidential and Proprietary Information shall be disclosed only to the Director or employees of the Bidder/ Supplier' who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the Bidder/ Supplier' shall be treated as a breach of this Agreement by the Bidder/ Supplier'.

2.4. Confidential and Proprietary Information shall not be disclosed by the Bidder/ Supplier' to any third party without the prior written consent of the First Party.

2.5. This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:

- a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the Bidder/ Supplier';
- or

- b. was, at the time of receipt, otherwise known to the Bidder/ Supplier' without restriction as to use or disclosure; or
- c. becomes known to the Bidder/ Supplier' from a source other than the RSCB and/or other departments/PSU without a breach of this Agreement by the Bidder/ Supplier'; or
- d. is developed independently by the Bidder/ Supplier' without the use of Proprietary Information disclosed to it hereunder; or
- e. is otherwise required to be disclosed by law.

3. Business Obligation:

- 3.1. During the complete contract period and even after 3 years of the expiry of the agreement, the Bidder/ Supplier' shall not
 - a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
 - b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the RSCB, without the prior written consent of the RSCB .
- 3.2. Whereas, the RSCB as a matter of policy and with a view to operate and maintain DC & DR has given order to the Bidder/ Supplier' Work Order No for IT FMS and AMC services at RSCB Data Center and DR Site Jodhpuras specified in the service level agreement (SLA).
- 3.3. Whereas, the RSCB under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of Bidder/ Supplier'), had entered into an agreement with the Bidder/ Supplier' that the second party shall not divulge such information either during the course of the life of this agreement or even after the expiry of the agreement.
- 3.4. Whereas, the Bidder/ Supplier' has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the Bidder/ Supplier' shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.
- 3.5. Whereas, the Bidder/ Supplier' having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the Bidder/ Supplier' shall not part with any part of such information to any one under any circumstances, whatsoever, without the prior approval of the RSCB and if this is violated, the RSCB shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

3.6. Whereas, the RSCB shall have the entire control over the functioning of the Bidder/ Supplier' and the Bidder/ Supplier' shall work according to the instruction of the RSCB and in case if this is violated by the Bidder/ Supplier' in any mode or manner, the RSCB shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

3.7. Whereas, if the Bidder/ Supplier' permits any person or persons without permission of the RSCB to have –

- a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
- b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipments or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;
- c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
- d. Denies or causes the denial of access to any authorized person of the RSCB to have access to any computer system or computer network by any means;

Shall be liable to pay damages by way of compensation and would also be liable for criminal prosecution in accordance with the prevailing laws.

3.8 Bidder/ Supplier' shall report to RSCB any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by RSCB. Bidder/ Supplier' shall make the report to RSCB within not less than one (1) business day after Bidder/ Supplier' learns of such use or disclosure. Bidder/ Supplier''s report shall identify:

- a) The nature of the unauthorized use or disclosure,
- b) The confidential and/or proprietary information/data used or disclosed,
- c) Who made the unauthorized use or received the unauthorized disclosure,
- d) What Bidder/ Supplier' has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e) What corrective action Bidder/ Supplier' has taken or shall take to prevent future similar unauthorized use or disclosure.

Bidder/ Supplier' shall provide such other information, including a written report, as reasonably requested by RSCB.

3.9 The Bidder/ Supplier' hereby agrees and consents that temporary or permanent injunctive relief and/or an order of specific performance may be granted in lieu of, or in addition to other available relief in any proceeding brought by RSCB to enforce

this Agreement, without the necessity of proof of actual damages and without posting bond for such relief.

4. Dispute Resolution:

4.1. Whereas, both the parties have agreed that in the event of any dispute or differences arising in between the parties, the courts at Jaipur shall only have jurisdiction to adjudicate the disputes/differences.

IN WITNESS WHERE OF the Parties here to have hereunto set their hands and seal the day and year first above written.

| | |
|----------------------------|----------------------------|
| Signed By: | Signed By: |
| () | |
| Designation: , | |
| Company: | Managing Director, RSCB |
| <i>In the presence of:</i> | <i>In the presence of:</i> |
| () | () |
| Designation: | Designation: |
| Company: | RSCB |
| | |
| () | () |
| Designation: | Designation: |
| Company: | |

CHECKLIST – Mandatory Documents for Submission

| S. No. | Document type | Document format | | | |
|--------------------------|---|---|----------------------|--|--------------------------|
| 1. | 1. Bidding document Fee (Bid Fee), 2. RISL Processing Fee (e-Procurement), 3. Bid Security. | Instrument/ Proof of submission of <table border="1" style="width: 100%;"> <tr> <td>Bid Fee – Rs.5,700/-</td> </tr> <tr> <td> </td> </tr> <tr> <td>BID SECURITY of Rs.500/-</td> </tr> </table> | Bid Fee – Rs.5,700/- | | BID SECURITY of Rs.500/- |
| Bid Fee – Rs.5,700/- | | | | | |
| | | | | | |
| BID SECURITY of Rs.500/- | | | | | |
| 2. | Bidder's Authorization Certificate | <ul style="list-style-type: none"> 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. 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. | | | |
| 3. | All the documents mentioned in the "Eligibility Criteria", in support of the eligibility | <ul style="list-style-type: none"> Copy of valid registration certificates/ Copy of Certificates of incorporation Balance Sheet of last three years i.e 2017-18, 2018-19 & 2019-20. Financial statement i.e. 2017-18, 2018-19 & 2019-20. Copies of supply order & its invoice & Project completion / Phase completion report in support of Technical Capability. Copies of GST, PAN, CGST/SGST/IGST clearance certificate Undertaking as per Annexure 5. Details of office in Rajasthan/ Undertaking | | | |
| 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. | BoQ | BoQ as per the financial bid format in Financial Bid only | | | |