

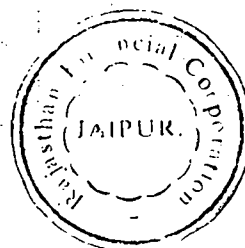
**Request for Proposal (RFP) Document**  
**for Hiring of Agency for Facility Management Services for Loanee Accounting Software**

Reference No. RFC/GAD/COMP-31/348

Dated: 17.11.2022

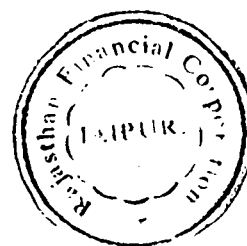
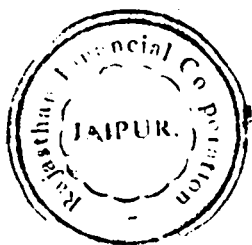
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|-------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------|--|
| <b>Mode of Bid Submission</b>                               |  | Online at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>                |  |
| <b>Procuring Authority</b>                                  |  | Executive Director,<br>Rajasthan Financial Corporation<br>Udyog Bhawan, C-Scheme, Jaipur (Rajasthan) |  |
| <b>Last Date &amp; Time of Submission of Bid</b>            |  | 06.12.2022 till 11:00 AM                                                                             |  |
| <b>Date &amp; Time of Opening of Technical Bid</b>          |  | 06.12.2022 at 03:00 PM                                                                               |  |
| <b>Name of the Bidding Company/ Firm:</b>                   |  |                                                                                                      |  |
| <b>Contact Person</b><br><b>(Authorised Bid Signatory):</b> |  |                                                                                                      |  |
| <b>Correspondence Address:</b>                              |  |                                                                                                      |  |
| <b>Mobile No.</b>                                           |  | <b>Telephone &amp;<br/>Fax Nos.:</b>                                                                 |  |
| <b>Website &amp; E-Mail:</b>                                |  |                                                                                                      |  |

**Rajasthan Financial Corporation**  
Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)  
Phone: 0141-2385523 Fax: 0141-2385503  
Web: <http://rfc.rajasthan.gov.in>, Email: [info@rfc.rajasthan.gov.in](mailto:info@rfc.rajasthan.gov.in)



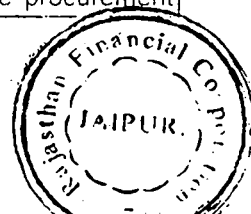
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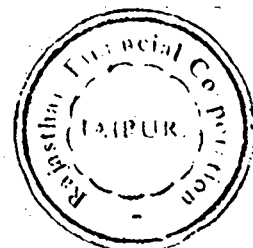


**ABBREVIATIONS & DEFINITIONS**

|                             |                                                                                                                                                                                                                                                                                                                         |
|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Act</b>                  | The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto                                                                                                                                                                                                                       |
| <b>Authorised Signatory</b> | 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/ Company. |
| <b>Bid</b>                  | A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation.                                                                                                                                                                                                 |
| <b>Bid Security</b>         | A security provided to the procuring entity by the bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as EMD.                                                                                                                                        |
| <b>Bidder</b>               | Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity                                                                                                                                                                           |
| <b>Bidding Document</b>     | 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                                                                                                                                           |
| <b>Competent Authority</b>  | 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, RFC in this bidding document.                                                                                                                          |
| <b>Contract</b>             | A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement                                                                                                                                                                                               |
| <b>Contract Period</b>      | The Contract Period shall commence from the date of issue of Work order till completion of Two year of Facility Management Services for the Application Software implemented at RFC                                                                                                                                     |
| <b>Day</b>                  | A calendar day as per GoR/ GoI.                                                                                                                                                                                                                                                                                         |
| <b>EMD</b>                  | Earnest Money Deposit. Also, called as Bid Security.                                                                                                                                                                                                                                                                    |
| <b>IFB</b>                  | Invitation for Bid (A document published by the procuring entity, inviting Bid relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)                                                                                                       |
| <b>INR</b>                  | Indian Rupee                                                                                                                                                                                                                                                                                                            |
| <b>ITB</b>                  | Instruction to Bidders                                                                                                                                                                                                                                                                                                  |
| <b>LD</b>                   | Liquidated Damages                                                                                                                                                                                                                                                                                                      |
| <b>Lol</b>                  | Letter of Intent                                                                                                                                                                                                                                                                                                        |
| <b>NIB</b>                  | Notice Inviting Bid                                                                                                                                                                                                                                                                                                     |
| <b>Notification</b>         | A notification published in the Official Gazette                                                                                                                                                                                                                                                                        |
| <b>PAN</b>                  | Permanent Account Number                                                                                                                                                                                                                                                                                                |
| <b>PC</b>                   | Procurement/ Purchase Committee                                                                                                                                                                                                                                                                                         |
| <b>Procurement Process</b>  | 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                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Procurement/ Public Procurement</b>       | The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly |
| <b>PSD/ SD</b>                               | Performance Security Deposit/ Security Deposit                                                                                                                                                                                                                                                                                                                                                   |
| <b>Tendering Authority/ Procuring Entity</b> | 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. RFC in this RFP document.                                                                                                                                                                                                                 |
| <b>RFP/ Bidding Document</b>                 | Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.                                                                                                                                                                                         |
| <b>RFP</b>                                   | Request for Proposal, an early stage in procurement process, issuing an invitation for empanelled suppliers, through a bidding process, to submit financial quotation with relevant documents only on a specific commodity or services.                                                                                                                                                          |
| <b>RISL</b>                                  | RajCOMP Info Services Limited                                                                                                                                                                                                                                                                                                                                                                    |
| <b>RFC</b>                                   | Rajasthan Financial Corporation                                                                                                                                                                                                                                                                                                                                                                  |
| <b>RVAT</b>                                  | Rajasthan Value Added Tax                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Services</b>                              | Any subject matter of procurement includes Facility Management Services for the Application Software implemented at RFC                                                                                                                                                                                                                                                                          |
| <b>SLA</b>                                   | 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.                                                          |
| <b>State Government</b>                      | Government of Rajasthan (GoR)                                                                                                                                                                                                                                                                                                                                                                    |
| <b>State Public Procurement Portal</b>       | <a href="https://sppp.rajasthan.gov.in/">https://sppp.rajasthan.gov.in/</a>                                                                                                                                                                                                                                                                                                                      |
| <b>Subject Matter of Procurement</b>         | Any item of procurement whether in the form of goods, services or works                                                                                                                                                                                                                                                                                                                          |
| <b>TIN</b>                                   | Tax Identification Number                                                                                                                                                                                                                                                                                                                                                                        |
| <b>VAT/ CenVAT</b>                           | Value Added Tax/ Central VAT                                                                                                                                                                                                                                                                                                                                                                     |
| <b>WO/ PO</b>                                | Work Order/ Purchase Order                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Corporation</b>                           | Rajasthan Financial Corporation                                                                                                                                                                                                                                                                                                                                                                  |



## CHAPTER -1

**INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)****NOTICE INVITING BID – NIB**

Reference No.

Dated:

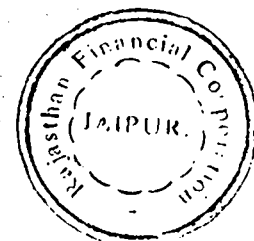
RFC has implemented Web Based Loanee Accounting Software consisting of the following modules:

- Loan Application
- Loan Accounting System
- Financial Management and Book Keeping Module
- The Application is also integrated with the following third party Applications :
  - SMS gateway
  - Payment gateway
  - Integration with Email Solution

The Application was developed and implemented by third party on ASP.Net and Oracle 11g server and running at the State Data Centre. The bidder can check the working of the software by visiting the premises of the Corporation at any time during office hours.

RFC invites bids for Facility Management Services for 2 years period from the eligible bidders as per following:

|                                                                        |                                                                                                                                        |
|------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Name &amp; address of procuring entity</b>                          | Sh. Rajendra Prasad Sharma, Executive Director<br>Rajasthan Financial Corporation,<br>Udyog Bhawan, C-Scheme, Jaipur                   |
| <b>Name &amp; address of Contact Person</b>                            | Ms. Damini Garg, Dy. Manager,<br>Sh. Ravinder, Dy. Manager<br>Rajasthan Financial Corporation,<br>Udyog Bhawan, C-Scheme, Jaipur       |
| <b>Nature of Services</b>                                              | Hiring of Facility Management Services for Two<br>years for the 'Loanee Accounting Software'                                           |
| <b>Estimated Cost</b>                                                  | Rs 10.00 lac                                                                                                                           |
| <b>Earnest Money Deposit (EMD)</b>                                     | 2% of the Estimated Cost                                                                                                               |
| <b>Bid Document Fee</b>                                                | Rs. 1000/- (Rupees One Thousand Only)                                                                                                  |
| <b>RISL Processing Fee</b>                                             | <b>Rs. 500/- (Rupees Five Hundred Only)</b>                                                                                            |
| <b>Bid Procedure</b>                                                   | Single Stage two part open competitive e-bid<br>procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> |
| <b>Bid Submission Start Date/ Time</b>                                 | 22.11.2022 / 11:00 AM                                                                                                                  |
| <b>Bid Submission End Date/ Time</b>                                   | 06.12.2022 / 11:00 AM                                                                                                                  |
| <b>Date of submission of original DD/BC<br/>of EMD/Tender/RISL Fee</b> | Before opening of Technical Bid                                                                                                        |
| <b>Technical Bid Opening Date/ Time</b>                                | 06.12.2022 at 3:00 PM                                                                                                                  |
| <b>Financial Bid Opening Date/ Time</b>                                | Will be intimated later to the technically qualified<br>bidders                                                                        |
| <b>Bid Validity</b>                                                    | 90 Days from the date of bid submission                                                                                                |

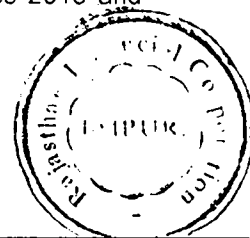


Date:

**Executive Director**  
**Rajasthan Financial Corporation**  
**Jaipur (Rajasthan)**

## Note:

- 1) The Bid Document can be downloaded from web site <https://eproc.rajasthan.gov.in>.
- 2) The Bidders who wish to participate in this bidding process will have to register on <https://eproc.rajasthan.gov.in>. To participate in online bidding process, bidders will have to procure Digital Signature Certificate (type III) as per Information Technology Act 2000 using which they can sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency i.e. TCS, Safecrypt, Ncode etc. or they may contact e-Procurement Cell, Department of IT & C, Government of Rajasthan for further assistance. Bidders who already have a valid Digital Certificate need not procure a new Digital Certificate.
- 3) Before electronically submitting the bids, it should be ensure that all the bid papers including conditions of contract are digitally signed by the bidder.
- 4) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats for their proposal. However, Banker's Cheque/ Demand Draft for Bidding document Fees, RISL Processing Fees and for Bid Security should be submitted physically at the office of Bidding Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the techno-commercial Bid/ cover.
- 5) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Bidding document Fee, RISL Processing Fee and for Bid Security up to ....., its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and for Bid Security should be drawn in favour of Rajasthan Financial Corporation payable at Jaipur and the Banker's Cheque/ Demand Draft for RISL processing fee should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at Jaipur from any scheduled commercial bank.
- 6) RFC will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed, choking of web site due to heavy load or any other unforeseen problems.
- 7) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Bidding Process.
- 8) Training for the bidders on the usage of e-Procurement System is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.  
 Contact No. 0141-4022688 (Help desk 10 AM to 6 PM on all working days)  
 e-mail : [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
 Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 9) The procuring entity reserves the complete right to cancel the bid process and reject any or all the Bids at any stage of bidding process without assigning any reason.
- 10) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 11) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
- 12) The provisions of Rajasthan Transparency in Public Procurement (RTPP) Act 2012 and Rajasthan Transparency in Public Procurement Rules, 2013 (RTPP) and subsequent amendments thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and RTPP Rules 2013 and amendments thereto, the latter shall prevail.



**CHAPTER -2****SCOPE OF WORK, DELIVERABLES & TIMELINES****1. Detailed Scope of Work for the selected bidder is as given below****a. Provide Facility Management Services (FMS):**

Selected Bidder shall provide FMS for a period of 2 years including following activities

- a. Database and System Administration support
- b. User Maintenance and authorizations
- c. Debugging, modification, tuning, monitoring, updation and making minor changes in the Application Software as and when required by the RFC for smooth functioning of the software application
- d. Ensuring that the application works properly
- e. Proper version control and configuration management of the source code
- f. Providing support for logging and resolution of the complaint and bug fixing of the application software
- g. The selected bidder will provide remote help desk in working hours. The responsibility of the help desk shall be as follows :
  - i) The help desk person should be accessible to all the offices of RFC and their end users on telephone/ e-mail/ chat for any issue related to the application software.
  - ii) Reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.
- h. Support Services : The list of services need to be provided during FMS are as below :
  - i) To make necessary changes in the layout, colour schema, MIS Reports' format, input forms layout as requested by the Corporation.
  - ii) Back office support required to update application software.
- i. Providing penal for customizing MIS reports, data analysis and data mining features.
- j. Implementation of Change Request as and when required by the Corporation.
- k. The system shall be maintained functional 24\*7\*365 days regularly. If it is down for any reason, the same shall be corrected within 8 hours failing which RFC may levy suitable penalty as per clause 2 of special terms and conditions (chapter 6) of the bid document.

**2. Roles & Responsibilities of Stakeholders****a. Responsibilities of RFC**

- i. Provide selected bidder access to the premises of RFC
- ii. Arrange deployment on SDC for Database & Server Administration related work.
- iii. Review and approve deliverables submitted by the selected bidder
- iv. Resolve day to day issues/ problems faced in the running of the Software.
- v. Provide requirement for Change Request, if any.

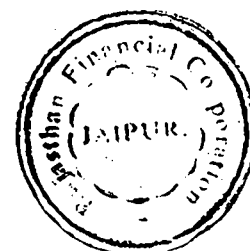


- vi. Knowledge Transfer (KT) will be ensured from the initial developer company to the selected bidder.

### 3. Project Deliverables, Milestones & Time Schedule

Certain key deliverables are identified for the project. Bidder should take approval of templates of all before submission of deliverable to purchaser.

| S. no. | Reference to Scope of work                                                                                                                       | Deliverable                                                                                                                                                                                                                                                                                                    | Timelines                                                                                                                                                                     |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | Successful completion of all the activities as specified in section 1 of Chapter-2 "SCOPE OF WORK, DELIVERABLES & TIMELINES" of the RFP document | <ul style="list-style-type: none"><li>Yearly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved</li><li>Yearly database backup and application source code</li><li>Updated user manual, documentation and source code (in case of Change Request)</li></ul> | <ul style="list-style-type: none"><li>Within 30 days of passing of each year starting from the date of commissioning</li><li>Within 30 days of passing of each year</li></ul> |





**CHAPTER -3****Eligibility Criteria**

The bidders must qualify following minimum technical qualifications:-

- 1) The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 or a limited liability partnership (LLP) registered under Indian limited liability partnership Act, 2008 or a proprietorship firm registered under the Rajasthan shops & commercial establishments Act, 1958 or a similar act of any other state/union, as applicable (Note: a self-certified declaration regarding the non-applicability of registration to any act should be submitted by the bidder)
- 2) Bidder must have prior experience in implementing atleast one Integrated Loanee Accounting Software with Facility Management Services of a Govt. / Public Sector Undertaking/Bank/FIs/NBFCs of the order value more than Rs. 10 lakhs in last 5 years. There should be integration of Financial Accounting with the Loanee Accounting in the software. (Copy of work order & UAT are to be submitted with the Bid).
- 3) The software as above should have been developed in ASP.net and Oracle platform. A declaration in this regard is to be submitted with the Bid.
- 4) The Bidder should have valid certification of CMMi3 or higher level in software development. A copy of the Certificate is to be submitted with the Bid.
- 5) Bidder should have prior experience in IT/ITES services of more than 5 years (Copy of relevant work order is to be submitted with the Bid).
- 6) Bidder should not be blacklisted from any Govt. / Public Sector Undertaking. A copy of the declaration in this regard is to be submitted with the Bid.



**CHAPTER -4****INSTRUCTION TO BIDDER (ITB)****1) Changes in the Bidding Document**

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

- a) 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 on the website of RFC.
- b) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bid, extend such time limit in order to allow the bidder sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bid.
- c) The 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 Bid, when changes are made to the bidding document by the procuring entity:

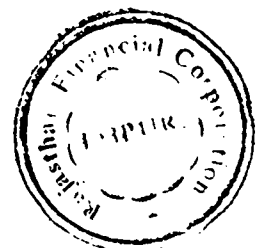
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

**2) Period of Validity of Bid**

- a) Bid submitted by the bidder shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bid, the procuring entity, in exceptional circumstances, may request the bidder to extend the bid validity period for an additional specified period of time. The bidder may refuse the request and such refusal shall be treated as withdrawal of Bid.

**3) Format and Signing of Bid**

- a) The Bidder must submit their bid online at <https://eproc.rajasthan.gov.in> before the last submission date and time.
- b) All the documents submitted should be sealed and signed by the authorized signatory.
- c) The Single Stage two part/cover system shall consist of the following documents: -
  - i) Technical Bid, including fee details, eligibility and technical documents
  - ii) Financial Bid
- d) The technical bid shall consist of the following documents:



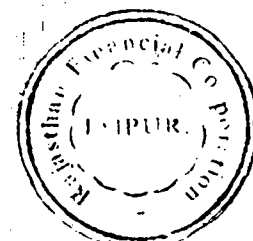
| S. No.                       | Documents Type                                                                                                                                                         | Document Format                                   |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <b>Fee Details</b>           |                                                                                                                                                                        |                                                   |
| 1.                           | Bidding Document Fee (tender fee)                                                                                                                                      | Proof of Submission (PDF)                         |
| 2.                           | RISL Processing Fee (e-Procurement)                                                                                                                                    | Instrument/ Proof of Submission                   |
| 3.                           | Bid Security                                                                                                                                                           | Instrument/ Proof of Submission                   |
| <b>Eligibility Documents</b> |                                                                                                                                                                        |                                                   |
| 4.                           | Bidder's Authorisation Certificate along with the copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/contract on behalf of the company/bidder | As per Annexure-1 (PDF)                           |
| 5.                           | All the documents mentioned in the "Eligibility Criteria", in support of the eligibility                                                                               | As mentioned in eligibility criteria clause (PDF) |
| <b>Technical Documents</b>   |                                                                                                                                                                        |                                                   |
| 6.                           | Certificate of Conformity/ No Deviation                                                                                                                                | As per Annexure-5 (PDF)                           |
| 7.                           | Declaration by the Bidders                                                                                                                                             | As per Annexure-2 (PDF)                           |
| 8.                           | Check-List of documents attached                                                                                                                                       | As per Annexure-8 (PDF)                           |

e) Financial Bid shall include the following documents :

| S. No. | Document Type                | Document Format                                                                     |
|--------|------------------------------|-------------------------------------------------------------------------------------|
|        | Financial Bid – Cover Letter | On Bidders' letter head duly signed by authorised signatory as per Annexure-3 (PDF) |
| 2.     | Financial Bid - Format       | As per BoQ (.xls) format (Annexure – 4) available on e-procurement portal           |
|        |                              |                                                                                     |

- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder for which no further correspondence will be done with the bidder.
- g) Bid once submitted by the bidder is not allowed to be withdrawn before final decision by the corporation.

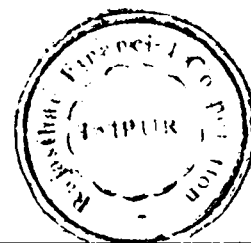
#### 4) Cost & Language of Bidding



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

**5) Bid Security (EMD):**

- i) Bid security shall be 2% of the estimated value of FMS. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- ii) In lieu of bid security, a bid securing declaration shall be taken from Departments' of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- iii) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- iv) 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.
- v) The bid security may be given in the form of a banker's cheque or demand draft in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- vi) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- vii) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- viii) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.



- ix) The Bid security taken from a bidder shall be forfeited in the following cases, namely:- (a) when the bidder withdraws or modifies its bid after opening of bids; (b) when the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period; (c) when the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified; (d) when the bidder does not deposit the performance security within specified period after the supply / work order is placed; and (e) if the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- x) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- xi) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:- (a) the expiry of validity of bid security; (b) the execution of agreement for procurement and performance security is furnished by the successful bidder; (c) the cancellation of the procurement process; or (d) the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

#### **6) Deadline for the submission of Bid**

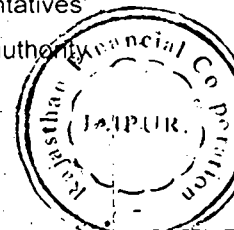
- a) Bid shall be received up to the time and date specified in the bidding document.
- b) Normally, the date of submission and opening of Bid would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions or otherwise and the time with the bidder for preparation of Bid appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given on the website of the RFC and shall also be placed on the State Public Procurement Portal, If, in the office of the Bid receiving and opening authority, the last date of submission or opening of Bid is a non-working day, the Bid shall be received or opened on the next working day.

#### **7) Withdrawal, Substitution, and Modification of Bid**

- a) In general the bidder shall not be permitted to withdrawal the bid. If permitted, the Bidder may withdraw its Bid or re-submit its Bid.
- b) Bid withdrawn shall not be opened and processes further.

#### **8) Opening of Bid**

- a) The Bid shall be opened by the bid opening & evaluation committee / procurement committee on the date and time mentioned in the NIB/ bidding document in the presence of the bidder or his authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of bidder or their representative attending the opening of bids and obtain their signature of the same. The list shall also contain the representatives' name and telephone number and corresponding bidders' name and addressed. The authority



letters, if any, brought by the representative shall be attached to the list. The list shall be signed by all the member of the bid opening committee with date and time of opening of the bid.

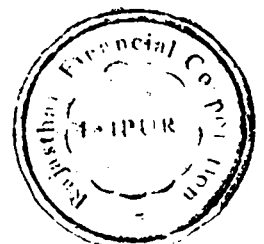
- d) All the document comprising of technical bid /cover shall be opened and downloaded from the e- procurement website (only for the bidder who has submitted the prescribe fee(s)).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bid to assess the prima-facie responsiveness and ensure that the: -
  - i) The bid is accompanied by bidding document fee, bid security or bid securing declaration and processing fee(if applicable);
  - ii) The bid is valid for the period, specified in the bidding document;
  - iii) The bid is unconditional and the bidder has agreed to give the required performance security (if required); and
  - iv) Other conditions, as specified in the bidding document are fulfilled.
  - v) Any other information which the committee may consider appropriate.
- f) No bid shall be rejected at the time of bid opening except the bid not accompanied with the proof of payment or instrument of the required 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.

**9) Clarification of Bid**

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

**10) Evaluation & Tabulation of Technical Bid**

**a) Determination of responsiveness**



1. 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
2. A responsive bid is one that meets the requirement 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 documents; and
- iii) "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.

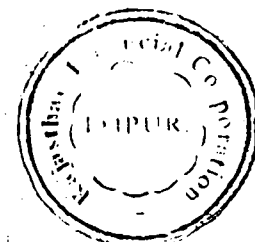
3. A material deviation, reservation or omission is one that,

- I. If accepted, shall;
    - a) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding document; or
    - b) Limits in any substantial way, inconsistent with the bidding document, 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
4. the bid evaluation committee shall examine the technical aspects of the bid in particular, to confirm that all requirements of the bidding documents have been met without any material deviation, reservation or omission
5. The procuring entity shall regard the bid as responsive if it conforms to all the 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 contains errors or oversights that can be corrected without touching on the substance of the bid

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

- i) 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.
- ii) The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/CA certificate, registration certificate, VAT/CST 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.
- iii) The bid evaluation committee may rectify non-material non-conformities 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 documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause "format and signing of bids". If needed, the bidders may be asked to demonstrate through presentation the important functional modules of loanee Accounting Software with the feature of integration of loanee accounting with financial accounting developed by them.

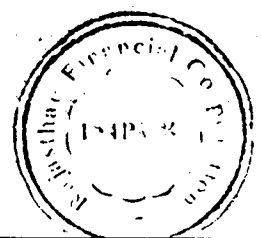
**d). Tabulation of Technical Bids**

- i) 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.
  - ii) The members of the 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 companies qualified in the 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.

**11) Evaluation and Tabulation of Financial Bids**

Subject to the provisions of "acceptance of successful bid and award of contract" below, the procuring entity shall take following actions for evaluation of financial bids:-

- a) for two part/ cover bid system the financial bids of the bidder who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of bidders or their representatives who choose to be present;
- b) the process of opening of financial bid shall be similar to that of technical bids;
- c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) Conditional bids are liable to be rejected;
- e) The 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 is being the lowest offer and then other in ascending order in case price is the only criteria, or evaluated and marked H1,H2,H3 etc. in descending order;
- g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules alongwith 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 recommendation below the table regarding lowest bid or most advantageous bid and sign it;
- i) It shall be ensured that the offer recommended for sanctioned is justifiable looking to the prevailing market rates of the goods, works or service required to be procure.

## 12) Correction of Arithmetic Errors in Financial Bid

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

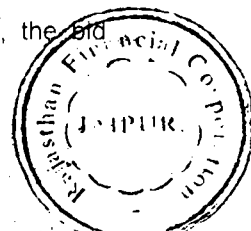
- a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee / procurement committee there is an obvious 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.

## 13) Negotiations

- a) Negotiations may be undertaken with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- b) The bid evaluation committee / procurement committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) The bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the 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.
- d) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee / procurement committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- e) In case of non-satisfactory achievement of rates from the bidder, the committee may decide to reject and re-invite Bid.
- f) In case the rates even after the negotiations are considered very high, fresh Bid shall be invited.

## 14) Lack of Competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee / procurement committee may end-up with one responsive Bid only. In such situation, the bid



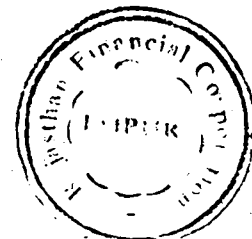
evaluation committee / procurement committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB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

- i. The Bid is technically qualified;
  - ii. The price quoted by the bidder is assessed to be reasonable;
  - iii. The Bid is unconditional and complete in all respects;
  - iv. There are no obvious indicators of cartelization amongst bidders; and
  - v. The bidder is qualified as per the provisions of pre-qualification / eligibility criteria in the bidding document
- b) The bid evaluation committee / procurement committee shall prepare a justification note for approval by the competent authority of the procuring entity in which the concurrence of the accounts member shall be necessary.
- c) In case of dissent by any member of bid evaluation committee, the competent authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.

#### 15) Exclusion of Bid

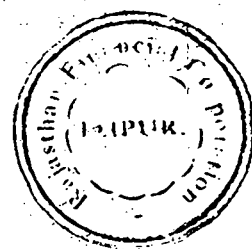
- 1) A procuring entity shall exclude a Bid, if: -
  - i) the bidder is not qualified in term of chapter-3 of the bid document.
  - ii) the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - iii) the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - iv) the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - v) 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;
  - vi) a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition;
- 2) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- 3) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - i) communicated to the concerned bidder in writing;
  - ii) Published on the State Public Procurement Portal, if applicable.

#### 16) Change Request/ Management



- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Procurement Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Managing Director, RFC will be final.
- b) The change request/ management procedure will follow the following steps:-
- i) Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RFC.
  - ii) Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the Selected Company. The composite man-month rates for handling Change Requests shall be provided by the Selected Company in the financial bid and the effort estimations shall be done on basis of the same.
  - iii) Approval or disapproval of the Change Request - Change Control Committee will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources - project manager, analyst, software developer, testing engineer, database architecture etc. shall be taken into account for total man-month estimation to carry out the software development resulting from the change request. For all technical resources irrespective of their experience and specialization, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
  - iv) Implementation of the change - The change will be implemented in accordance to the agreed cost, effort, and schedule by the Selected Company.
  - v) Verification of the change - The change will be verified by the Corporation on implementation of the change request.
- c) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/time of the project shall be undertaken only after securing the express consent of the Corporation. In the event that the consent of the Corporation is not received then the change will not be carried out. Composite Man month rate for development of change requests shall be as quoted by the Selected Company in the financial bid.
- d) While approving any change request, if required, the Corporation may ask the Selected Company to deploy the required resource(s) on-site.
- e) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for Selected Bidder's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by the Selected Bidder for adjustment under this must be asserted within 30 (thirty) days from the date of receiving the request.

**17) Acceptance of the successful Bid and award of contract**

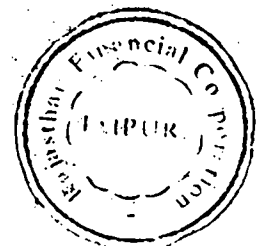


- a) The procuring entity after considering the recommendations of the procurement committee and the conditions of bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful bid. If any member of the procurement committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bid shall be taken within original validity period of Bid and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of 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 documents and if the bidder has been determined to be qualified to perform the contract satisfactorily for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non judicial stamp of requisite value and deposit the amount of 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 despatched 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 Letter of Intent shall constitute a binding contract.
- i) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

#### 18) Procuring entity's right to accept or reject Bid

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

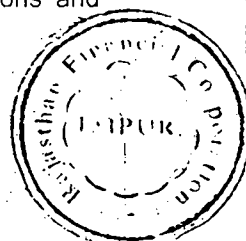
#### 19) Right to vary quantity



- 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.

**20) Performance Security Deposit (PSD):**

- i) The successful Bidder shall furnish the Performance Security Deposit (PSD) @5% of the total agreed/ordered project value within specified period. Failure of the successful bidder to submit the aforementioned PSD or sign the Contract Agreement shall constitute sufficient grounds for the annulment (cancellation/ termination) of the award and forfeiture of the EMD. In that event the bidding authority may award the Contract to the next best value bidder whose offer is valid and substantially responsive and is determined by the bidding authority to be qualified to perform the Contract satisfactorily.
- ii) The performance security shall be furnished in any one of the following forms -
  - a) deposit through eGRAS
  - b) Bank Draft or Banker's Cheque of a scheduled bank
  - c) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master
  - d) 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 under the heading Bid Security (EMD)
  - e) 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 bidder shall furnish an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of the 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.
- iii) The performance security shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.



**21) Execution of agreement**

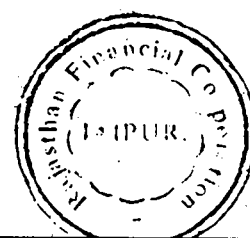
- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date of the work order or letter of intent is despatched to the successful bidder.
- c) If the bidder, whose 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 deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding documents.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost.

**22) 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:
  - i) impede enforcement of any law;
  - ii) affect the security or strategic interests of India;
  - iii) affect the intellectual property rights or legitimate commercial interests of bidder;
  - iv) Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidder related to the procurement process in such manner as to avoid their disclosure to competing bidder or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidder, 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.

**23) Cancellation of procurement process**

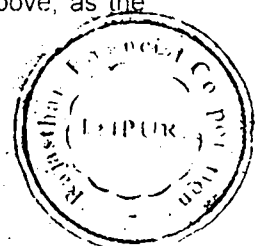
- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.



- 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 (e) and (f) below.
- c) The procuring entity shall not open any bid or proposals after taking a decision to cancel the procurement and shall return such unopened bid or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful, fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If the 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.

#### 24) Appeals

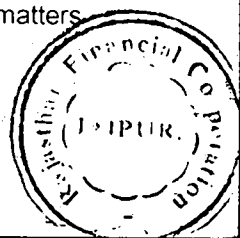
- a) Subject to "Appeal not to lie in certain cases" below, if the bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of the bidder as successful in terms of "Award of Contract", the appeal may be filed only by the bidder who has participated in procurement proceedings;
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by the bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (b) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the Corporation in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.



- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (c) above shall be : First Appellate Authority: MANAGING DIRECTOR  
Second Appellate Authority: CHAIRMAN
- f) Form of Appeal:
- Every appeal under (a) and (c) above shall be as per Annexure-7 along with as many copies as there are respondents in the appeal.
  - Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- Fee for first appeal shall be rupees *two thousand five hundred* and for second appeal shall be rupees *ten thousand*, which shall be non-refundable.
  - The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
    - hear all the parties to appeal present before him; and
    - peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

## 25) Appeal Not to lie in certain cases

No appeal shall lie against decision of the procurement entity relating to the following matters namely:-





- a) determination of need of procurement
- b) provisions limiting participation of bidders in the bid process
- c) the decision of whether or not to enter into negotiations
- d) cancellation of a procurement process
- e) applicability of the provisions of confidentiality

#### 26) Stay of procurement proceedings

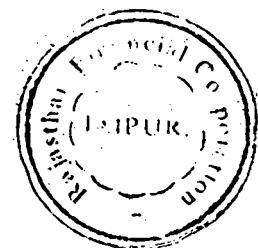
While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure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

#### 27) Vexatious Appeals & Complaints

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

#### 28) Offences by Firms/ Companies

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:  
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
  - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.



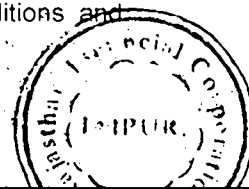
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

### 29) Debarment from Bidding

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

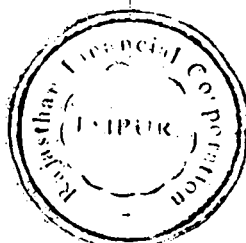
### 30) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected company's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected company to speed up the delivery.
- d) Any change in the constitution of the company, etc. shall be notified forth with by the company in writing to the procuring entity and such change shall not relieve any former director of the company, etc., from any liability under the contract.
- e) No new Director shall be accepted in the Company by the selected company in respect of the contract unless he/ they agree to abide by all its terms, conditions and



deposits with the procuring entity through a written agreement to this effect. The company's receipt for acknowledgement or that of any Directors subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

- f) The selected company shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.
- g) The Contract Monitoring Committee shall give final approval on proposed Change Request if any based on the man-month rate and effort estimation during the FMS period.



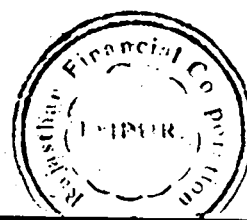
**Chapter -5****GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

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

**Definitions**

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

- a) "Contract" means the Agreement entered into between the Procuring entity 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 fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h) "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) "Services" means Facility Management Services as per the scope of work of this bidding document.
- k) "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.
- l) "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.



- m) "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

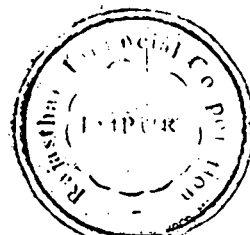
Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

### 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 (e) 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) Notices**

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

#### **5) Governing Law**

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

#### **6) Supplier's/ Selected Bidder's Responsibilities**

The Supplier/ Selected Bidder shall provide Facility Management Services in accordance with the provisions of bidding document and/ or contract.

#### **7) Purchaser's Responsibilities**

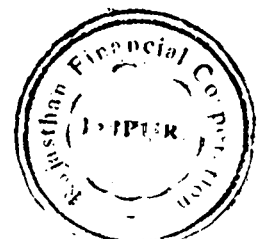
- a) Whenever the supply of services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in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

#### **8) Contract Price**

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

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

- a) Recovery of liquidated damages and penalties shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of liquidated damages and penalties. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RFC.
- 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.



**10) Taxes & Duties**

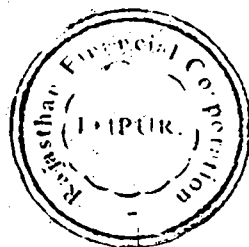
- a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RFC as per prevailing rates.
- b) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

**11) Copyright**

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

**12) Confidential Information**

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



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

### 13) Sub-contracting

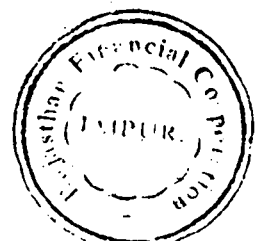
- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Bidding Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

### 14) Specifications and Standards

- a) Services delivered shall strictly conform to the standards in the bidding document. Services shall be of best quality and description. The decision of the competent authority/ purchase committee whether the services provided conform to the standards shall be final and binding on the supplier/ selected bidder.
- b) 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.

### 15) 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 maintenance of the Goods/ software by the selected bidder where the Site is located; and
- 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.

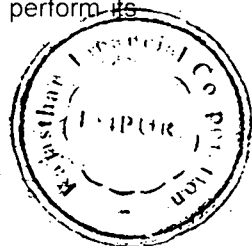
#### 16) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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

#### 17) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. 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 RFC in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RFC, 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 RFC, RFC may take the case with the supplier/ selected bidder on similar lines.

#### 18) 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. 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.

#### 19) Termination

##### a) Termination for Default

- i. The bid approving authority of RFC 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 the service within the time period specified in the contract, or any extension thereof granted by RFC; or
  - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RFC 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**

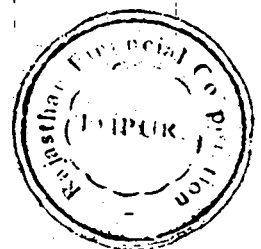
RFC may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that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

**c) Termination for Convenience**

- i. RFC, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - a. To have any portion completed and delivered at the Contract terms and prices; and/or
  - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

**20) Settlement of Disputes**

- a) General: If any dispute arises between the supplier/ selected bidder and RFC during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Authority which approved the bid. The Procurement Authority may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Procurement Authority will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.



**CHAPTER -6****SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT****1) Payment Terms and Schedule**

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

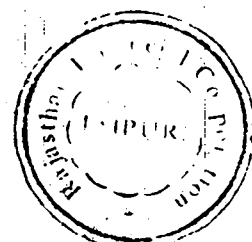
| Srl | Deliverable                                                                                                                                                                                                  | Payments                                                                                              | Number of Payments |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|--------------------|
| 1   | <ul style="list-style-type: none"> <li>Yearly satisfactory performance including report on Bugs/ Problems/ Complaints reported and resolved</li> <li>Database back-up and Application Source Code</li> </ul> | 50 % of total cost of providing FMS services                                                          | 2                  |
| 2   | <ul style="list-style-type: none"> <li>Implementation of Change Request in software</li> </ul>                                                                                                               | 100% after UAT sign off, GO-LIVE and submission of source code, documentation and updated user manual | 1                  |

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



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

| Sr. No. | Measurement Parameter                         | Service Level                                    | Penalty                         |
|---------|-----------------------------------------------|--------------------------------------------------|---------------------------------|
| A.      | Time to resolve critical complaints           | Within 8 hours of lodging the complaint          | No penalty                      |
|         |                                               | > 8 hours of lodging the complaint               | Rs. 2000 per complaint per hour |
| B.      | Time to resolve other complaints              | Within 24 hours of lodging the complaint         | No penalty                      |
|         |                                               | > 24 hours of lodging the complaint              | Rs. 5000 per complaint per day  |
| C.      | Delay in implementation of the Change Request | Within the period as specified in the work order | Rs. 5000 per day                |



**ANNEXURE-1: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}**

To,  
{Procuring entity},

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

Thanking you,

Name of the Bidder: -

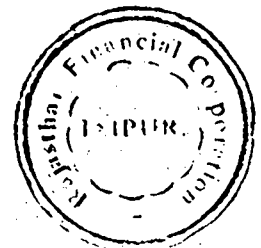
Verified Signature: \_\_\_\_\_

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_



**ANNEXURE-2: Declaration by the Bidder regarding Qualifications****Declaration by the Bidder**

To,

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

In relation to my/our Bid submitted to \_\_\_\_\_ for procurement of \_\_\_\_\_ in response to their Notice Inviting Bids No. \_\_\_\_\_ dated \_\_\_\_\_ I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that :

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or 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;

Date

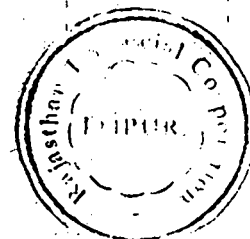
Place

Signature of Bidder

Name :

Designation :

Address :



**ANNEXURE-3: FINANCIAL BID COVER LETTER & FORMAT****COVER LETTER** {to be submitted by the bidder on his Letter head}

To,  
{Procuring Entity},  
\_\_\_\_\_

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

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

I / We undertake that quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to provide the Facility and Management Services for the Application implemented at RFC in accordance with the schedule specified in the schedule of Requirements.

I / We agree to abide by this bid for a period of 90 days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

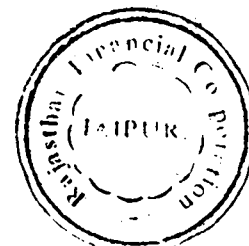
We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:



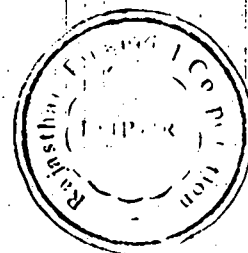


**ANNEXURE-4: Financial Bid Format**

| S. No. | Item Description                                                                                   | Total Amount in figures<br>(INR) inclusive of all<br>taxes | Total Amount in words<br>(INR) inclusive of all<br>taxes |
|--------|----------------------------------------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------|
| 1.     | Total Cost of providing FMS Services for two years for the Application Software implemented at RFC |                                                            |                                                          |
| 2.     | Composite man-month rate of resources to handle Change Requests during FMS period (15 man-months)  |                                                            |                                                          |

**Note:**

- Bidder should provide all prices as per the prescribed format.
- All the prices (even for taxes) are to be entered in Indian Rupees only
- RFC reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.



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

To,  
{Procuring Entity},  
\_\_\_\_\_

**CERTIFICATE**

This is to certify that, the services which I/ We shall provide if I/ We am/ are awarded with the work, are in conformity with the specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

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

Thanking you,

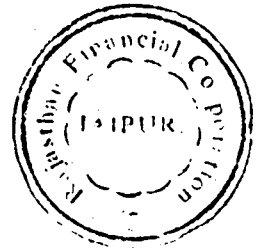
Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_



**ANNEXURE-6: DRAFT AGREEMENT FORMAT** {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between **Rajasthan Financial Corporation also known as 'RFC'**, having its registered office at Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (hereinafter referred to as Purchaser) which term or expression, unless excluded by or repugnant to the subject or context, shall include its successors in office and assignees on ONE PART

And

\_\_\_\_\_ (enter your firm's name & address), a company registered under the Indian Companies Act, 1956 with its registered office at \_\_\_\_\_ (hereinafter referred as the "Successful Bidder") through its authorised representative Sh. \_\_\_\_\_ 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,

RFC intends to Hiring of Facility Management Services for five years for the application implemented at RFC involving the complete scope of work described in the RFP document having NIB No- \_\_\_\_\_ Dated \_\_\_\_\_.

And whereas

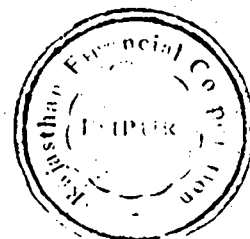
Successful Bidder represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing FMS Services against RFP document issued in this regard having NIB No- \_\_\_\_\_ Dated \_\_\_\_\_ in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

The purchaser has accepted the bid of the Successful Bidder and has placed the Work Order to the Successful Bidder vide RFC Letter No. \_\_\_\_\_ dated: \_\_\_\_\_, on which the Successful Bidder has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

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

1. The NIB Ref. No. \_\_\_\_\_ and RFP i.e. Final RFP document issued by RFC 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 the RFC to the Successful Bidder at the rates set forth in the Work Order No. \_\_\_\_\_ dated \_\_\_\_\_, the Successful Bidder will duly provide the related services in the manner set forth in the RFP, along with its enclosures/ annexures along with subsequent clarifications submitted by the Successful Bidder.
3. The purchaser do hereby agrees that if the Successful Bidder shall duly provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the purchaser will pay or cause to be paid to the Successful Bidder, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work shall be effective from the date of Work Order and completed by the Successful Bidder within the period as specified in the RFP document.
5. In case of extension in the delivery period and/or completion period is granted with liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the selected bidder has failed to supply or complete the work:-



**Service Level Standards/ Requirements/ Agreement**

| Sr. No. | Measurement Parameter                         | Service Level                                    | Penalty                         |
|---------|-----------------------------------------------|--------------------------------------------------|---------------------------------|
| A.      | Time to resolve critical complaints           | Within 8 hours of lodging the complaint          | No penalty                      |
|         |                                               | > 8 hours of lodging the complaint               | Rs. 2000 per complaint per hour |
| B.      | Time to resolve other complaints              | Within 24 hours of lodging the complaint         | No penalty                      |
|         |                                               | > 24 hours of lodging the complaint              | Rs. 5000 per complaint per day  |
| C.      | Delay in implementation of the Change Request | Within the period as specified in the work order | Rs. 5000 per day                |

**Note:**

- Fraction of a day in reckoning period of delay in services shall be eliminated if it is less than half a day.
- The maximum amount of agreed liquidated damages/ penalty shall be 10%.
- If the Successful Bidder requires an extension of time in completion of services 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 services.
- Delivery completion period may be extended with or without liquidated damages if the delay in the service/ delivery in on account of hindrances beyond the control of the Successful Bidder.

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

In witness whereof the common seal of M/s. \_\_\_\_\_ co. is hereunto affixed at \_\_\_\_\_ in the manner hereinafter mentioned on this day.....

The Common Seal of the \_\_\_\_\_ (Procuring entity) in pursuant to a resolution of the Board of Directors of the Company passed in that behalf on the \_\_\_\_\_ is hereunto affixed in the presence of Sh. \_\_\_\_\_ and Sh. \_\_\_\_\_ directors of the company and Sh. \_\_\_\_\_ officer/ Secretary of the procuring entity company \_\_\_\_\_ who have signed these presents in the presence of \_\_\_\_\_

Signature of the  
Successful Bidder

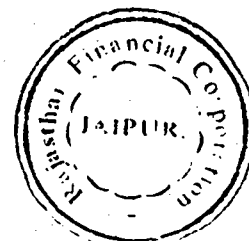
Signature for and on  
behalf of procuring entity  
company namely

Name:  
Designation:  
Date:

Name:  
Designation:  
Date:

In the presence of:  
Witness No.1  
Witness No.2

In the presence of:  
Witness No.1  
Witness No.2



**ANNEXURE-7: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No ..... of .....

Before the ..... (First/ Second Appellate Authority)

## 1. Particulars of appellant:

- a. Name of the appellant: <please specify>
- b. Official address, if any: <please specify>
- c. Residential address: <please specify>

## 2. Name and address of the respondent(s):

- a. <please specify>
- b. <please specify>
- c. <please specify>

## 3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: &lt;please specify&gt;

## 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: &lt;please specify&gt;

## 5. Number of affidavits and documents enclosed with the appeal: &lt;please specify&gt;

## 6. Grounds of appeal (supported by an affidavit): &lt;please specify&gt;

## 7. Prayer: &lt;please specify&gt;

Place .....

Date .....

Appellant's Signature



**ANNEXURE-8 CHECK LIST OF DOCUMENTS ATTACHED**

| S.NO | Document required                      | Brief document details                                                                                                                                  | Attached (Yes/No) | Reference Page No. |
|------|----------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------|
| 1    | Fee Details                            | Bidding document fee (Tender Fee), RISL Processing Fee (e-procurement), Bid Security                                                                    |                   |                    |
| 2    | Bidders Authorisation Certificate      | Bidder's authorisation certificate alongwith copy of PoA/Board resolution stating that authorised signatory can sign the bid/contract as per annexure-1 |                   |                    |
| 3    | Legal entity                           | Copy of valid registration certificates, certificate of incorporation                                                                                   |                   |                    |
| 4    | Technical Capability                   | Copy of work order and UAT and copy of certificate of CMMi3 or higher level in software development                                                     |                   |                    |
| 5    | Tax Registration and clearance         | Copies of relevant certificates of registration and VAT/CST clearance certificate, service tax registration certificate                                 |                   |                    |
| 6    | Declaration by the Bidder              | As per Annexure-2                                                                                                                                       |                   |                    |
| 7    | Certificate of Conformity/No Deviation | As per Annexure-5                                                                                                                                       |                   |                    |
| 8    | List of Documents attached             | As per Annexure-8                                                                                                                                       |                   |                    |

