

2025



## Rajasthan Police, Jaipur

RFP for Empanelment of Agencies  
for 1 year to provide Training for  
Technical Core Group – Phase II



## State Crime Records Bureau

Police Headquarters, Lal Kothi, Jaipur – 302015

Phone: 0141-2740898

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DISCLAIMER..

Web: <http://police.rajasthan.gov.in>, Email: [stores.scrb@rajpolice.gov.in](mailto:stores.scrb@rajpolice.gov.in)

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FINAL RFP

**LIST OF ABBREVIATIONS/ ACRONYMS**

<b>BC</b>	Banker's Cheque
<b>CA</b>	Chartered Accountant
<b>CAS</b>	Core Application Software
<b>CCTNS</b>	Crime & Criminal Tracking Network and Systems
<b>CLI</b>	Command Line Interface
<b>DD</b>	Demand Draft
<b>DGP</b>	Director General of Police
<b>DoIT&amp;C</b>	Department of Information Technology & Communication
<b>GOI</b>	Government of India
<b>GST</b>	Goods and Service Tax
<b>GUI</b>	Graphical User Interface
<b>INR</b>	Indian Rupees
<b>IT</b>	Information Technology
<b>NIT</b>	Notice inviting Tenders
<b>OS</b>	Operating System
<b>PAN</b>	Permanent Account Number
<b>PoA</b>	Power of Attorney
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by the bidder under a purchase order or contract of sale. Also called buyer. Rajasthan Police in this RFP document.
<b>SCRB</b>	State Crime Records Bureau
<b>SLA</b>	Service Level Agreement
<b>SSO</b>	Single Sign On
<b>UI</b>	User Interface
<b>VAT</b>	Value Added Taxes

## RFP for Empanelment of Agencies for 1 year to provide Training for Technical Core Group - Phase II

[Ref No.: P-11(2) tcg/TRG/PART-111/2022-00002

Dated: 09.04.2025 ]

<b>Mode of Bid Submission</b>	Online through e-Procurement/ e-Tendering system at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
<b>Procuring Entity</b>	Rajasthan Police
<b>Last Date &amp; Time of Submission of Bid</b>	23.04.2025 till 02:00 PM
<b>Date &amp; Time of Opening of Technical Bid</b>	23.04.2025 till 04:00 PM

**Bidding Document Fee: Rs.500 (Rupees Five Hundred only)**

<b>Name of the Bidding Company/ Firm:</b>	
<b>Contact Person (Authorised Bid Signatory):</b>	
<b>Correspondence Address:</b>	
<b>Mobile No.</b>	<b>Telephone &amp; Fax Nos.:</b>
<b>Website &amp; E-Mail:</b>	

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**DISCLAIMER**

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Rajasthan Police, or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Rajasthan Police to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their technical and financial proposal pursuant to this RFP (“the Proposal”).

FINAL RFP

**1. NOTICE INVITING BID (NIB)**

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Rajasthan Police</li> <li>Address: Rajasthan Police Headquarters, Lal Kothi, Jaipur, Rajasthan 302015</li> </ul>
<b>Name &amp; Address of the Nodal Officer Project</b>	<ul style="list-style-type: none"> <li>Name: Sh. Hemant Priyadarshy, IPS</li> <li>Designation: Director General of Police, SCRB, Cyber Crime and Technical Services (Telecommunication and Technical), Rajasthan, Jaipur</li> <li>Address: 7<sup>th</sup> Floor, State Crime Records Bureau, Rajasthan Police Headquarters, Lal Kothi, Jaipur, Rajasthan 302015</li> <li>Email: <a href="mailto:stores.scrb@rajpolice.gov.in">stores.scrb@rajpolice.gov.in</a></li> </ul>
<b>Subject Matter of Procurement</b>	Empanelment of Agencies for 1 year to providing Training for Technical Core Group - Phase II
<b>Bid Procedure</b>	Single-stage: two parts (envelop) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	Lowest evaluated technically responsive bid will be awarded the Contract. Least Cost Based Selection (LCBS) – L1
<b>Websites for downloading Bidding Document, Corrigendum, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://www.police.rajasthan.gov.in">http://www.police.rajasthan.gov.in</a></li> <li>Bidding Document Fee: Rs. 500/- (Rupees One Thousand only) in Cash Challan/ DD/ BC in favour of “DGP SCRB And Cyber Crime and Technical Services (Telecommunication and Technical), Rajasthan” payable at “Jaipur”.</li> <li>RISL Processing Fee: Rs.500 (Rupees Five Hundred only) in BC/ DD in favour of “Managing Director, RISL” payable at “Jaipur”.</li> </ul>
<b>Estimated Procurement Cost</b>	INR 50,00,000/- (In words Rupees Fifty Lakhs only)
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>2% of the estimated procurement cost</li> <li>Mode of Payment: Demand Draft/ Banker’s Cheque/ Bank Guarantee (in specified format), of a Schedule Bank in favour of “DGP SCRB And Cyber Crime and Technical Services (Telecommunication and Technical), Rajasthan, Jaipur” payable at “Jaipur, or online through eGras on <a href="http://egras.raj.nic.in">http://egras.raj.nic.in</a>.</li> </ul>
<b>Period of download of Bidding Document (Start/ End Date)</b>	<ul style="list-style-type: none"> <li>Start Date: 09.04.2025 at 06:55 PM</li> <li>End Date: 23.04.2025 at 02:00 PM</li> </ul>
<b>Date/Time/Place for Pre-Bid Meeting</b>	<ul style="list-style-type: none"> <li>Date: 15.04.2025 at 10:30 AM</li> <li>Place: Conference Hall, SCRB, 7th floor, PHQ, Lal Kothi, Jaipur (Rajasthan),</li> <li>Date for submission of Pre-Bid queries: 16.04.2025 by 1:00 PM.</li> </ul>

<b>Mode of Submission, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>• Mode of Submission: Online at e-Procurement website (Http://eproc.rajasthan.gov.in)</li> <li>• Start Date: 09.04.2025 at 06:55 PM</li> <li>• End Date: 23.04.2025 at 02:00 PM</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	<ul style="list-style-type: none"> <li>• From 09.04.2025 at 06:55 PM to 23.04.2025 at 2:00 pm</li> </ul>
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>• Date: 23.04.2025 at 4:00 pm.</li> <li>• Place: Room No. 726, Conference Hall, SCRB, 7<sup>th</sup> floor, PHQ, Lal Kothi, Jaipur (Rajasthan)</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the technically qualified bidders
<b>Bid Validity</b>	60 days from the bid submission deadline. The bid security must remain valid 30 days beyond the original or extended validity period of the bid. The bid security validity shall be 90 days (60+30 days).

## Note:

- 1) The complete bidding document has been published on the website <http://sppp.rajasthan.gov.in> and [www.police.rajasthan.gov.in](http://www.police.rajasthan.gov.in) for the purpose of downloading. Bidder (authorised signatory) shall submit their offer offline both for technical and financial proposal.
- 2) The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "DGP SCRB And Cyber Crime and Technical Services (Telecommunication and Technical), Rajasthan," payable at Jaipur from any Scheduled Commercial Bank.
- 3) The procuring entity reserves the complete right to cancel the bid process and reject any or all the Bids.
- 4) 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.
- 5) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 6) The provisions of RTPP Act 2012, Rules 2013 and GF&AR thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules 2013 there to, the later shall prevail.



## **2. PROJECT BACKGROUND AND PROJECT DETAILS**

### **2.1 Introduction**

The Rajasthan Police has taken a major step towards digital transformation in law enforcement by establishing a Technical Core Group (TCG) under the State Crime Records Bureau (SCRB). This specialized unit comprises police personnel, IT professionals from DoIT&C, and technical experts from both the private and government sectors.

Functioning as the IT Development Center of Rajasthan Police, the TCG is responsible for software development, customization, integration, and operations & maintenance (O&M) of various IT projects. It plays a crucial role in modernizing crime prevention, investigation, and citizen services by integrating emerging technologies such as CCTNS (Crime and Criminal Tracking Network & Systems) and ICJS (Interoperable Criminal Justice System).

To enhance efficiency, innovation, and self-reliance, Rajasthan Police is inviting proposals from experienced and qualified training providers to equip TCG personnel—comprising employees from both the Police Department and DoIT&C—with advanced technical skills. This initiative aims to strengthen digital capabilities, improve operational efficiency, and drive technology-led policing.

### **2.2 Training Objectives**

- **Skill Development:** Equip employees with industry-relevant technical skills in areas such as software development, testing, server management, and database management.
- **Emerging Technologies:** Introduce and familiarize employees with cutting-edge technologies (e.g., Blockchain, AI/ML, Generative AI, Cybersecurity etc) to foster innovation within law enforcement.
- **Hands-on Learning:** Provide real-world, practical experience through lab sessions, project work, and assignments to reinforce theoretical knowledge.
- **Assessments & Evaluation:** Continuously evaluate participants' progress through assessments, practical implementations, and feedback.

**3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA**

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p><b>The bidder should be a Manufacturer (OEM) or its authorized partner.</b></p> <p>AND</p> <p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement.</p> <p>(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A Limited Liability Partnership (LLP) firm registered under Limited Liability Partnership Act 2008.</p>	<ul style="list-style-type: none"> <li>In case bidder is a company: - Certified copy of the Certificates of Incorporation for companies issued by the registrar of Companies and Memorandum &amp; Articles of Association.</li> </ul> <p>In case the bidder is a Firm: Certified copy of the Registration</p>
2.	Financial: Turnover from Training	Average Annual Turnover of the Bidder from IT training/Software Development in India for last three financial years, i.e., FY 2021-22 to 2023-24 (as per the last published audited balance sheet), should be at least Rs. 50 Lakhs.	CA certificate with <b>UDIN and CA's registration number seal and signature</b>
3.	Financial: Net Worth	The Net worth of the bidder as per the last published balance sheet, i.e. 2023-2024, should be positive	CA certificate with UDIN and CA's registration number seal and signature
4.	Tax registration and clearance	The Bidder should be registered for: <ul style="list-style-type: none"> <li>i. GST</li> <li>ii. PAN</li> </ul>	<p>Copies of relevant certificates of registration.</p> <p>Copy of latest GST return / CA certification for no dues in this regard.</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
5.	Mandatory Undertaking	<p>The Bidder: -</p> <p>a) should not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</p> <p>b) and their directors and officers should not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter a procurement contract within a period of three years preceding the commencement of the procurement process or not have been otherwise disqualified pursuant to debarment proceedings.</p> <p>c) should comply with the code of integrity as specified in the bidding document.</p>	A self-certified letter as per Annexure-A: Self-Declaration
6.	Experience in Training/Software development	The bidder must have successfully executed/ executing at least One work order of Software Development/Trainings in IT Domain issued by any State/Central Government/ PSU's/ Limited Company/ Large Educational Institution in India of minimum Rs. 25 Lakhs during following 3 Financial years i.e. 2021-22, 2022-23,2023-24	<p>Work order + Work Completion Certificates from the client</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client</p> <p>OR</p> <p>Work Order + Self certificate of completion (certified by the CA with CA's registration number/ seal)</p>
7.	Manpower Strength	The bidder should have atleast 25 full time /part time trainers/subject matter experts across India as on 31st December 2024	Certificate from the HR/Authorised signatory on the company letter head
8.	Certification	ISO 9001:2015 (Quality Management System)	Copy of a valid certificate

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

- a. the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-7: ITB”; and
- b. The procuring entity may require a bidder, who was qualified, to demonstrate its qualifications again in accordance with the same criteria used to qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether the bidder has done so to the satisfaction of the procuring entity.
- c. Procuring entity reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by procuring entity, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by procuring entity shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of procuring entity thereunder. If any statement, information and document submitted by the bidder found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012, RTTP Rules, 2013.

#### 4. SCOPE OF WORK

Rajasthan Police intends to have Agencies (Empanelment and Rate Contract for duration of 1 year) with extensive experience in IT training/software development across the latest and emerging technologies i.e. to train personnel from Rajasthan Police and DoIT&C who have already received basic training and are involved in supporting the production team. The advanced training should focus on specialized areas such as deep technical expertise, performance optimization, system security, automation, and real-world problem-solving with the vision to strengthen the technical capability of personnel working in technical core group, Rajasthan Police.

To ensure the smooth development, operation, and maintenance of IT applications, TCG personnel must be proficient in the following critical technical domains (These are indicative key skill sets):

Sr. No	Skill-Set
1	Project Management
2	Solution Architect
3	Requirement Gathering/Business Analyst
4	Front-end Development Using ReactJS/React Native
5	Java developer
6	Python developer
7	Mobile app Dev (Flutter/Dart) Developer
8	DBA and PL/SQL (MySQL and Mongo DB) Developer
9	Report/ Analytics
10	Development and Operations (Dev-Ops)
11	Testing and QA (Manual and automation)
12	Server Management and Monitoring
13	IT Operations (Application)
14	Network and IT infra
15	AI/ML/NLP
16	Police Communication
17	Technical Manager
18	Release Manager

- Assuming approximately 1280 man-hours of trainers /subject matter experts required for the training of indicative Syllabus provided in Annexure-7.
- The trainers/subject matters will be interviewed by the technical committee. Selected Agency should deploy only those candidates whose profile is approved by the

department

- The training period (man-hours) and schedule of the indicative syllabus can be increased or decreased on mutual consent on agreed terms.
- The syllabus would be decided mutually by Rajasthan Police and empanelled agencies before the commencement of the classes.
- The technical committee will evaluate the empanelled agencies on the below criteria
  - Detailed content of the syllabus, training plan and schedule of the indicative syllabus provided by the department
  - Demo of the LMS (all assignments, training content, study material (English /Hindi as per requirement), results, audio contents, training videos, practice exercises, feedback etc).
  - Proposed trainers as per the qualification, experience and demo classes of their specialisation skills.
- Change in trainer during the contract period will go through the same process as mentioned above.
- Failure on the part of the Selected Agency to find a suitable replacement as specified shall amount to a breach of the terms hereof and the Purchaser in addition to all other rights, have the right to claim damages and recover from the Selected Agency all losses/ or other damages that may have resulted from such failure.
- Except as the Purchaser may otherwise agree, no changes shall be made in the trainer provided. If, for any reason beyond the reasonable control of the Selected Agency, it becomes necessary to replace any of the trainer, the Selected Agency shall forthwith provide as a replacement, a person of equivalent or better qualifications in Agreement with the Purchaser. The penalty for such conditions may be levied after thorough examination of the case by the competent authority.
- If the Purchaser finds that:
  - any of the trainer provided has committed serious misconduct or has been charged with having committed a criminal action, or
  - has reasonable cause to be dissatisfied with the performance of any of the trainer, then

The Selected Agency shall, at the Purchaser's written request specifying the grounds, therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Purchaser.
- Rajasthan Police may permit subject matter expert trainers to conduct online classes for short durations if deemed essential for achieving the project goals.
- The time contributed by these experts will be counted in the man-hours as per the rate contract.
- Training to be conducted during working days (holidays to be followed as per Rajasthan

Govt, Calendar)

- Trainings to be provided PHQ, Jaipur or at any other locations in Jaipur mutually agreed by Rajasthan Police and the empanelled agencies.
- The empanelled agencies to support Rajasthan Police in installation of the required software, tools for the readiness of the training environment.
- Trainings delivered under the contract may be recorded.
- The recorded content may be uploaded in the LMS/digital platform designated by Rajasthan Police for the purpose of capacity building of the personnel.

## 5. **Roles and responsibilities of Rajasthan Police**

- Provision of IT infrastructure/equipment for training at PHQ, Jaipur

## 6. **Qualifications for trainers**

S. No.	Name of Resource	Qualification (Minimum)	Minimum No. of Years of Experience	Minimum Requirement
1.	Trainer	B. Tech./B. E/ MCA/ MSC (IT/ CS)/ Equivalent qualification or higher qualifications	7 Years	Should have overall experience in training/ software development in respective training module.

## 7. **INSTRUCTION TO BIDDERS (ITB)**

### 7.1 **Sale of Bidding/ Tender Documents**

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

### 7.2 **Pre-bid Meeting/ Clarifications**

- Pre-requisite: Submission of tender fees as mentioned in NIT.
- Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.

- d) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
- a. Last date of submitting clarifications requests by the bidder: as per NIB
  - b. Response to clarifications by procuring entity: as per NIB
- e) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.
- f) Bidders need to submit pre-bid queries within the date and time mentioned in NIB

### **7.3 Changes in the Bidding Document**

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

### **7.4 Period of Validity of Bids**

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



whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

#### 7.5 Format and Signing of Bids

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

S. No.	Documents Type	Document Format
<b>Covering Letter</b>		
1.	Covering Letter – Pre-qualification	On bidder's letter head duly signed by authorized signatory (PDF)
<b>Fee Details</b>		
2.	Bidding document Fee (Tender Fee) and Bid Security	Instrument/ Proof of submission (PDF)
<b>Pre-Qualification/Eligibility Documents</b>		
3.	Bidder's Authorisation Certificate and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.	As per Annexure-1 (PDF)
4.	Self-Declaration	As per Annexure-A (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility.	As per the format mentioned against the respective eligibility criteria clause (PDF)
6.	Certificate of Conformity	As per Annexure-2 (PDF)

- e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid Undertaking	On bidder's letter head duly signed by authorized signatory as per Annexure-3 (PDF)
2.	Financial Bid – Format	As per BoQ (.XLS) format available

- 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/ content may lead to the rejections of the Bid submitted by the bidder.

- g) Rajasthan Police will not accept delivery of proposal in any manner other than that specified above. Proposal delivered in any other manner shall be treated as defective, invalid, and rejected.

#### 7.6 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.

#### 7.7 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

#### 7.8 Bid Prices

- a) The price/ financial bid must be specified in the BoQ file available and without changing its form and type.
- b) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, unless specifically asked for separately or excluded. Revision in taxes/ duties shall be on account of the tenderer. In case any new tax is levied by the Government, the same shall be paid by the Procuring Entity to the bidder from the date of imposition of such tax.
- c) All the prices shall be quoted by the Bidder entirely in Indian Rupees (INR). All payments shall be made in Indian Rupees only.
- d) Prices/ Rates shall be written both in figures and words, as applicable.
- e) Procuring entity will not pay any cartage or transportation charges over & above the quoted rates.
- f) The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price.

#### 7.9 Bid Security

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

- a) Bid Security shall be 2% of the estimated procurement cost. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the estimated procurement cost 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 estimated procurement cost. Concessional bid security may be taken from registered bidders as specified by the State Government.

- b) In lieu of bid security, a bid securing declaration shall be taken from Department of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- d) 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.
- e) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or online through eGras on <http://e gras.raj.nic.in>. The bid security must remain valid 30 days beyond the original or extended validity period of the bid.
- f) 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.
- g) 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.
- h) The bank guarantee, if any, presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer has become insolvent or has otherwise ceased to be creditworthy.
- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security deposit.

- j) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - i). when the bidder withdraws or modifies its bid after opening of bids.
  - ii). when the bidder does not execute the agreement, if any, after placement of supply order within the specified period.
  - iii). when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified.
  - iv). when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - v). if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- k) Notice will be given to the bidder with reasonable time before bid security deposit is forfeited.
- l) No interest shall be payable on the bid security.
- m) In case of the empanelled agencies, the amount of bid security may be adjusted in arriving at the amount of the Performance Security Deposit or refunded if the empanelled agencies furnish the full amount of performance security deposit.
- n) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
  - i). the expiry of validity of bid security;
  - ii). the execution of agreement and furnishing of security deposit by the empanelled agencies;
  - iii). the cancellation of the procurement process; or
  - iv). the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.

#### 7.10 **Deadline for the submission of Bids**

- a) Bids shall be received offline at State Crime Records Bureau and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

#### 7.11 **Withdrawal, Substitution, and Modification of Bids**

- a) Bids withdrawn shall not be opened and processed further.
- b) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

**7.12 Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders, or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened at SCRB, Rajasthan Police (only for the bidders who have submitted the prescribed fee(s) to Rajasthan Police).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - i). bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - ii). bid is valid for the period, specified in the bidding document;
  - iii). bid is unconditional and the bidder has agreed to give the required performance security deposit; 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 Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.
- g) The Financial Bid cover shall be kept unopened and shall be opened later the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

**7.13 Evaluation/ Selection Method:**

Lowest financially evaluated & technically responsive bidder shall be selected for empanelment of agency. The selection method is Least Cost Based Selection (LCBS or L1)

- i). The 'Least Rate'/ L1 rates will be calculated on the basis of minimum rate per hour (for each item/category wise mentioned in BoQ).
- ii). Counteroffer shall be made to all technically responsive bidders to match the L1 rates across all the items/categories for which the rates were quoted by respective bidders in the financial bid.
- iii). Bidders who agreed to meet L1 rates for any/all items/ categories shall be considered eligible for empanelment and rate contract by SCRB.
- iv). The bidders may quote for any/all line item/ category mentioned in BoQ.

**7.14 Clarification of Bids**

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

- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered, or permitted.

#### 7.15 Overall Evaluation Process

- a) A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
- b) Only those bidders who qualify on the pre-qualification criteria's will qualify for the next level that is evaluation of the technical bids.
- c) Rajasthan Police will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. Rajasthan Police may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- d) The commercial bids for the technically qualified bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive.

#### 7.16 Evaluation & Tabulation of Technical Bids

##### a) Determination of Responsiveness

- i). The bid evaluation committee shall determine the responsiveness of a Bid based on bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- ii). A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
  - a. "deviation" is a departure from the requirements specified in the bidding document;
  - b. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - c. "Omission" is the failure to submit part, or all the information or documentation required in the bidding document.
- iii). A material deviation, reservation, or omission is one that,
  - a. if accepted, shall: -
    - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
  - b. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- iv). The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation, or omission.

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

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

- i). The bid evaluation committee may waive any non-conformity in the Bid that does 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, GST Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period. 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 nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

**c) Technical Evaluation Criteria**

- i). Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and Signing of Bids”.
- ii). The evaluation of the technical bids will be carried out in the following manner:
- a) The bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.
- b) The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to state its proposal more clearly. The committee may seek inputs from their professional and technical experts in the evaluation process.

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

### 7.17 Evaluation & Tabulation of Financial Bids

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

- a) The financial Bids of the bidders who qualify in technical evaluation, as per technical evaluation method described at Point no. 13 above i.e. Evaluation/ Selection Method, shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) Conditional Bids are liable to be rejected;
- d) 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;
- e) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- f) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- g) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- h) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

### 7.18 Correction of Arithmetic Errors in Financial Bids

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

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

### 7.19 Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR), Price preference policy for MSME enterprise (as per new circular on Nov. 19, 2015) & any other notification issued by GoR for price preference and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.



## 7.20 Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

## 7.21 Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
  - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - e. the bidder, submitting the Bid, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
  - g. a bidder currently blacklisted by Central / State Government / Departments / PSUs in India as on bid submission date.

- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - a. communicated to the concerned bidder in writing;
  - b. published on the State Public Procurement Portal, if applicable.

#### 7.22 Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
  - 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 shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the account's member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

#### 7.23 Acceptance of the successful Bid and award of contract

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

- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the empanelled agencies, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI 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 empanelled agencies is signed and its performance security is obtained.

#### 7.24 Information and publication of award

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

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

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

#### 7.26 Right to vary quantity

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

#### 7.27 Performance Security Deposit (PSD)

- a) Prior to execution of agreement, Performance Security Deposit (PSD) shall be solicited from the empanelled agencies, except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and

undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

- b) Each bidder must deposit a Performance Security Deposit (PSD) of ₹1,00,000 (Rupees One Lakh only) at the time of signing the contract. Note: This PSD will neither be adjusted nor refunded during the empanelment period. Additionally, empanelled agencies are required to submit 5% of the work order value as performance security for each work order.
- c) If an empaneled agency fails to submit proposals against five-time continuous presentations, their PBG will be forfeited. The bidder will only be eligible for future presentations after submitting a new PBG.
- d) Bidder shall submit the Performance Security Deposit (PSD) within fifteen days of issue of LOI for entering into Rate contract as per the terms and conditions of this bidding document.
- e) The Bid security of the selected bidder may be adjusted into the PSD during the contract period.
- f) The empanelled agencies shall convert the Bank Guarantee submitted as bid security into Performance Bank Guarantee at his own expenses.
- g) Performance security furnished in the form specified in clause [c.] above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period if any.
- h) Refund of PSD: The PSD shall be refunded after three (03) months of the expiry of the contract period.
- i) Forfeiture of PSD: The PSD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - i). when any clause of terms and conditions of the contract is breached (including conditions mentioned in 8 (III))
  - ii). when the bidder fails to commence the supply of the goods or service or execute work issued under this contract.
  - iii). if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
  - iv). when the bidder fails to extend the validity period of PSD in the form of Bank Guarantee, at least 2 months before the expiry of current PSD
- j) Notice will be given to the bidder with reasonable time before Performance Security, deposited with Procuring Entity, is forfeited.
- k) No interest shall be payable on the deposited PSD
- l) Performance security deposit shall be furnished in any one of the following forms: -
  - i). Bank Draft or Banker's Cheque of a scheduled bank;
  - ii). Through eGras on <http://egras.raj.nic.in>.
  - iii). 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;
  - iv). Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security. The bidder may choose to submit Bank Guarantee with validity for entire project duration or may split it up into BG of

shorter validity. The period of validity of BG shall, however, not be less than 1 year. The period of validity shall have to be extended at least 2 months before the expiry of the current BG.

- v). Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.

### **7.28 Additional Performance Security**

- a) In addition to Performance Security as specified in the RFP, an Additional Performance Security shall also be taken from the empanelled agencies in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount.

Explanation: -

- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- b) The Additional Performance Security shall be deposited in lump sum by the empanelled agencies before execution of Agreement.
- c) The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

### **7.29 Execution of agreement/ contract**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent for contract is despatched to the bidder.
- b) The empanelled agencies shall sign the agreement within 15 days from the date on which the letter of acceptance or letter of intent for contract is despatched to the empanelled agencies.
- c) If the bidder, who's Bid has been accepted, fails to sign a written agreement/ 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 contract/ procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp, to be purchased from anywhere in Rajasthan only, of specified value at its own cost.

### **7.30 Issue of Supply order to Selected Bidder**

- a) The supply order shall specify the quantity of various items to be supplied with location details and delivery schedule for supply and installation.

- b) After receiving the supply order, the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) and within 15 days of each supply order.

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

### 7.32 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 -
- i). at any time prior to the acceptance of the successful Bid; or
  - ii). after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
- i). 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;
  - ii). 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.

### 7.33 Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for: -
  - a. Prohibiting
    - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.
    - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
    - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
    - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
    - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - b. any obstruction of any investigation or audit of a procurement process; disclosure of conflict of interest;
  - c. disclosure by the bidder of any previous transgressions with any Govt entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
  - a. exclusion of the bidder from the procurement process;
  - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - c. forfeiture or encashment of any other security or bond relating to the procurement;
  - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

### 7.34 Conflict of Interest

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

- a. they have controlling partners in common;
- b. they receive or have received any direct or indirect subsidy from any of them;
- c. they have the same legal representative for purposes of the bid;

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

### 7.35 Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security deposit or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

### 7.36 Appeals

- a) Subject to section 4 of RTTP Act, 2012, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, 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: Provided that after the declaration of a bidder as successful in terms of section 27 of RTTP Act, 2012, the appeal may be filed only by a bidder who has participated in procurement proceedings. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- b) If the officer designated under sub-section (1) fails to dispose of the appeal filed under that sub section within the period specified in subsection (3), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed under sub section (2), the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within fifteen days from the expiry of the 31



- period specified in sub-section (3) or of the date of receipt of the order passed under subsection (2), as the case may be.
- c) 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.
  - d) 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 authorized representative.
    - (i) First Appellate Authority: Secretary/ Principal Secretary, IT&C, Govt. of Rajasthan
    - (ii) Second Appellate Authority: Secretary, Finance (Budget) Department, Govt. of Rajasthan.
  - e) Fee for filing appeal
    - (i) 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.
    - (ii) 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.
  - f) Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint 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.

#### 7.37 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 is satisfied that failure to do so is likely to lead to miscarriage of justice.

#### 7.38 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.

#### 7.39 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-
  - i). "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
  - ii). "Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offences: 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.

#### 7.40 Debarment from Bidding

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

#### 7.41 Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication

work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

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

#### **7.42 Issuance of Work Order under Rate Contract**

- a) The procedure for issuance of Work Order to empaneled and rate contract firms shall be defined in Administrative Order to be issued by Rajasthan Police. However, the rate contract does not guarantee the bidder to receive any minimum / committed number of work order (/s) from Rajasthan Police.
- b) Work order will be issued during empanelment period and will remain valid till the validity of agreement/contract.

#### **7.43 General Instructions**

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

### **8. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

#### **8.1. Contract Documents**

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

#### **8.2. Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Contract: The Contract constitutes the entire contract between the Purchaser and the empanelled agencies and supersedes all communications, negotiations, and contracts (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the

rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the rights 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.
- g) Quarterly Payments/penalty: Quarter is defined as the quarter of the financial year.

### **8.3. Language**

- a. The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful 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 bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

### **8.4. Successful Bidder's Responsibilities**

The successful bidder shall provide services included in the scope of work in accordance with the provisions of bidding document and contract.

### **8.5. Purchaser's Responsibilities**

Whenever the services requires that the successful bidder obtain permits, approvals, from local public authorities, the Purchaser may provide reasonable support if so, required by the successful bidder.

### **8.6. 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 Successful Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the successful bidder in its bid.

### **8.7. Recoveries from Successful Bidder**

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills.
- b) Amount may also be withheld to the extent of short supply, breakages, and rejected articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.
- c) In case, recovery is not possible recourse will be taken under RTPP Act 2012 & rules 2013 or any other law in force.

### 8.8. Taxes & Duties

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

### 8.9. Confidential Information

- a) The Purchaser and the successful 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 successful 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 successful bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the successful bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the successful bidder for any purposes unrelated to the Contract. Similarly, the Successful 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 successful bidder need to share with other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.

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

### **8.10. Delivery period & Extent of Quantity – Repeat Orders**

- a) The time specified for delivery shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies within the period on receipt of the work order from the Purchaser.
- b) The successful bidder shall arrange supplies within the stipulated time period.
- c) If Rajasthan Police 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.
- d) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract within one month of last delivery. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:  
- 50% of the value of goods or services of the original contract.

### **8.11. Payments**

- a) Unless otherwise agreed between the parties, payment for the delivery of the goods/services will be made on submission of bill in proper form by the bidder to the Purchaser in accordance with G.F. & A.R. All remittance charges will be borne by the bidder. Payments to be made as per chapter 10- Special terms and conditions of Tender and contract.
- b) In case of disputed items, total amount with respect to disputed items will be withheld till settlement of dispute.
- c) Payment in case of those goods/services which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

### **8.12. Penalty**

The Service Level Agreement (SLA) as chapter 9 of RFP, would be imposed on the successful bidder for any deviation from agreed performance benchmarks.

### **8.13. Licenses**

Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchaser.

### **8.14. Settlement of Disputes**

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the DG, Rajasthan Police who will appoint his next level deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final. The disputes settlement procedure shall be as per Arbitration and Conciliation Act, 1996 of Government of India.

### 8.15. Legal Proceedings

All legal proceedings, regarding contract, by any of the parties (Purchaser or successful bidder) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

### 8.16. Indemnification

- a) Subject to Clause mentioned below, successful bidder (the "Indemnifying Party") undertakes to indemnify Purchaser (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this contract to the extent of the Indemnifying Party's comparative fault in causing such Losses.
- b) The indemnities set out in the above clause shall be subject to the following conditions:
  - i. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
  - ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Défense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Défense;
  - iii. If the Indemnifying Party does not assume full control over the Défense of a claim as provided in this Article, the Indemnifying Party may participate in such Défense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
  - iv. The Indemnified Party shall not prejudice, proceedings or pay or accept any claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
  - v. All settlements of claims subject to indemnification under this Article will:
    - a) Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
    - b) Include any appropriate confidentiality contract prohibiting disclosure of the terms of such settlement;
  - vi. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
  - vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
  - viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and

- ix. If a Party makes a claim under the indemnity set out under clause mentioned above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

### **8.17. Force Majeure**

The successful bidder or the Purchaser as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Contract to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

#### **Force Majeure events**

A Force Majeure event means any event or circumstance, or a combination of events and circumstances referred to in this Clause, which:

- a) Is beyond the reasonable control of the affected Party;
- b) Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- c) Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this contract;
- d) Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- e) May be classified as all or any of the following events: Such events include:

#### **I. Non-Political Events**

- a) Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- b) Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the successful bidder's use of radiation or radio-activity or biologically contaminating material;
- c) Strikes, lockouts, boycotts, labour disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the successful bidder and which affect the timely implementation and continued operation of the Project; or
- d) Any event or circumstances of a nature analogous to any of the foregoing.

#### **II. Political Events**

- a) Change in Law, other than any Change in Law for which relief is provided under this Contract;
- b) Expropriation or compulsory acquisition by the Purchaser or any of their nominated agencies of any material assets or rights of the successful Bidder;
- c) Unlawful or unauthorized revocation of, or refusal by Purchaser or any of their nominated agencies, GoI or any of its agencies to renew or grant any clearance or Required Consents required by the successful bidder to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the successful bidder's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;
- d) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the successful bidder in any proceedings for reasons other than failure



of the successful bidder to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of this contract or exercise of any of its rights under this contract;

- e) Any requisition of the Project by any other authority; or
- f) Any requisition of the Project by the Purchaser or any of their nominated agencies.
- g) For the avoidance of doubt, suspension of the Project in accordance with the provisions of this contract shall not be considered a requisition for the purposes of Force Majeure event.

### III. Other Events

- a) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (vii) days.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the successful bidder under this contract to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this contract against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event.

#### Notification procedure for Force Majeure

- a) The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with this Clause
- b) Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Contract.

#### Allocation of costs arising out of Force Majeure

- a) Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs, and no Party shall be required to pay to the other Party any costs thereof.
- b) Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
  - Upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
  - Upon occurrence of an Other Event of Force Majeure, all Force Majeure Costs attributable to such Other Event, and not exceeding the Insurance Cover for such Other Event, shall be borne by the successful bidder.
  - Upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by Purchaser to the successful Bidder.

- For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.
- Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

### **Consultation and duty to mitigate**

- a) Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this contract as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

### **8.18. Change Orders and Contract Amendments**

- a) The Purchaser may at any time order the successful bidder through Notice in accordance with clause “Notices”, to make changes within the general scope of the Contract in any one or more of the following: -
  - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
  - ii. the method of shipment or packing;
  - iii. the place of delivery; and
  - iv. the related services to be provided by the successful bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the successful 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 be amended. Any claims by the successful bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the successful bidder’s receipt of the Purchaser’s change order.
- c) Prices to be charged by the successful 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 successful bidder for similar services.

### **8.19. Termination**

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

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written notice of default of at least 30 days sent to the successful bidder, terminate the contract in whole or in part: -

1. If the successful bidder fails to deliver any or all quantities of the goods/services within the time period specified in the contract, or any extension thereof granted by Purchaser; or
  2. If the successful bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  3. If the successful 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.
  4. If the successful bidder commits breach of any condition of the contract including (Breach of SLA as mentioned in chapter 10 of the RFP).
- ii. If Purchaser terminates the contract in whole or in part, amount of PSD may be forfeited.

#### **b) Termination for Insolvency**

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

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

- i. Purchaser, by a written notice of at least 30 days sent to the Successful agencies 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 successful bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the successful 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 successful bidder's receipt of the Notice of termination may be accepted by the Purchaser at the Contract terms and prices; the decision of Purchaser would be final. For the remaining Goods, the Purchaser may elect:
  1. To have any portion completed and delivered at the Contract terms and prices; and/or
  2. To cancel the remainder and pay to the successful bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the successful bidder.

#### **8.20. Effects of Termination**

- a) In the event that Purchaser terminates this Contract pursuant to failure on the part of the Successful Bidder to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Successful Bidder shall be forfeited.
- b) Upon termination of this Contract, the Parties will comply with the Exit Management requirements set in this Contract.
- c) In the event that Purchaser terminates this Contract, the compensation will be decided in accordance with terms and condition of this Contract.

- d) On termination of this Contract for any reason, the Purchaser will decide the appropriate course of action.

### **8.21. Personnel**

- a) The personnel assigned by Successful Bidder to perform the Services shall be employees of Successful Bidder, and under no circumstances shall such personnel be considered employees of Purchaser or its nominated agencies. The Successful Bidder shall have the sole responsibility for the supervision and control of its personnel and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- b) The Successful Bidder shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services, and those personnel have appropriate qualifications to perform the Services. After discussion with Successful Bidder, Purchaser shall have the right to require the removal or replacement of any such personnel performing work under this Contract. In the event that Purchaser or its nominated agencies requests that any personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
- c) The Successful Bidder shall also be responsible to train certain employees of Purchaser, or its nominated agencies with regard to the Services being provided by the Successful Bidder as and when required by the Purchaser or its nominated agencies during the entire project period. The parameters of the training required for these employees of Purchaser, or its nominated agencies shall be communicated by Purchaser or its nominated agencies to the Successful Bidder periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.
- d) In the event that the Purchaser or its nominated agencies identifies any personnel of Successful Bidder as "Key Personnel", then the Successful Bidder shall not remove such personnel from the Purchaser or its nominated agencies engagement without the prior written consent of Purchaser or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.
- e) Except as stated in this Clause, nothing in this Contract will limit the ability of Successful Bidder to freely assign or reassign its employees; provided that Successful Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Purchaser or its nominated agencies shall have the right to review and approve Successful Bidder's plan for any such knowledge transfer. Successful Bidder shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
- f) Each Party shall be responsible for the performance of all its obligations under this Contract as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- g) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Contract. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

## **8.22. Trademarks, Publicity**

The successful bidder shall not use the trademarks of the Purchaser without the prior written consent. Except as required by law or the rules and regulations, the successful bidder shall not publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Contract, the SLA or the business without prior reference to and approval in writing from the Purchaser. Such approval may not to be unreasonably withheld or delayed by the Purchaser.

## **8.23. Notices**

- a) Any notice or other document which may be given by either Party under this Contract shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- b) In relation to a notice given under this Contract, any such notice or other document shall be addressed to the other Party's principal or registered office.
- c) In relation to a notice given under the Contract, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- e) Either Party to this Contract may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

## **8.24. Variations and Further Assurance**

- a) No amendment, variation or other change to this Contract shall be valid unless authorized in accordance with the change control procedure as set out in this Contract. Such amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Contract.
- b) Each Party to this Contract agrees to enter into or execute, without limitation, whatever other contract, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Contract.

## **8.25. Compliance with Applicable Law**

Each Party to this Contract accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in this Contract. For the avoidance of doubt the obligations of the Parties to this Contract are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

### **8.26. Professional Fees**

All expenses incurred by or on behalf of each Party to this Contract, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Contract shall be borne solely by the respective Party which incurred them.

### **8.27. Ethics**

The Successful Bidder represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of Purchaser or its nominated agencies in connection with this contract and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Purchaser standard policies and may result in cancellation of this Contract.

### **8.28. Exit Management**

#### **Purpose**

- a) This clause sets out the provisions, which will apply on expiry or termination of the Contract.
- b) In the case of termination during the project implementation and Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.
- c) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this clause.
- d) The Agency will continue to work, till new Agency is appointed and takes over. The Agency is expected to complete all work; however, no new assignment will be given. The payment terms shall continue to remain the same, till new Agency takes over.

#### **Transfer of Assets**

- a) Purchaser shall be entitled to serve notice in writing on the successful bidder at any time during the exit management period as detailed hereinabove requiring the successful bidder and/or its sub-contractors to provide the Purchaser with a complete and up to date list of the Assets within 30 days of such notice. Purchaser shall then be entitled to serve notice in writing on the successful bidder at any time prior to the date that is 30 days prior to the end of the exit management period requiring the successful bidder to sell the Assets, if any, to be transferred to Purchaser or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
- b) In case of contract being terminated by Purchaser, Purchaser reserves the right to ask successful bidder to continue running the project operations for a period of 6 months after termination orders are issued. In case the successful bidder fails to participate in the Exit Management or fails to fulfil its obligation under the exit management plan, the liquidated damages and SLA would be applicable during this period or till such time a new SI takes over whichever is earlier.
- c) Upon service of a notice under this Article the following provisions shall apply:

- i. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the successful bidder, the successful bidder shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Purchaser.
- ii. All risk in and title to the Assets to be transferred / to be purchased by the Purchaser pursuant to this Article shall be transferred to Purchaser, on the last day of the exit management period.
- iii. Purchaser shall pay to the successful bidder on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.
- iv. Payment to the outgoing successful bidder shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
- v. The outgoing successful bidder will pass on to Purchaser and/or to the Replacement successful bidder, the subsisting rights in any leased properties/ licensed products on terms not less favourable to Purchaser/ Replacement successful bidder, than that enjoyed by the outgoing successful bidder.

### **Cooperation and Provision of Information**

During the exit management period:

- a) The Successful Bidder will allow the Purchaser access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;
- b) Promptly on reasonable request by the Purchaser, the successful bidder shall provide access to, and copies of all information held or controlled by them which they have prepared or maintained in accordance with this contract relating to any material aspect of the services (whether provided by the Successful Bidder or sub-contractors appointed by the Successful Bidder). The Purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Successful Bidder shall permit the Purchaser or its nominated agencies to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Successful Bidder and to assist appropriate knowledge transfer.

### **Confidential Information, Security and Data**

- a) The Successful Bidder will promptly on the commencement of the exit management period supply to the Purchaser the following:
  - i. Information relating to the current services rendered and Purchaser and performance data relating to the performance of sub-contractors in relation to the services;
  - ii. Documentation relating to Project's Intellectual Property Rights;
  - iii. Documentation relating to sub-contractors;
  - iv. All current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its replacement bidder in a readily available format nominated by the Purchaser, ;

- v. All other information (including but not limited to documents, records and contracts) relating to the services reasonably necessary to enable Purchaser or its nominated agencies, or its replacement bidder to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its replacement bidder (as the case may be).
- b) Before the expiry of the exit management period, the Successful Bidder shall deliver to the Purchaser all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Successful Bidder shall be permitted to retain one copy of such materials for archival purposes only.
- c) Before the expiry of the exit management period, unless otherwise provided under the Contract, the Purchaser shall deliver to the Successful Bidder all forms of Successful Bidder confidential information, which is in the possession or control of Purchaser.

### **Employees**

- a) Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser a list of all employees (with job titles) of the Successful Bidder dedicated to providing the services at the commencement of the exit management period.
- b) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Successful Bidder to the Purchaser, or a replacement bidder ("Transfer Regulation") applies to any or all of the employees of the Successful Bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- c) To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, department, or its replacement bidder may make an offer of employment or contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the SPMU or any replacement bidder.

### **Transfer of Certain Contracts**

On request by the Purchaser the Successful Bidder shall effect such assignments, transfers, licenses and sub-licenses as the DGP SCRB, Cyber Crime And Technical Services (Telecommunication and Technical), Rajasthan may require the same in the name of DGP SCRB, Cyber Crime And Technical Services (Telecommunication and Technical), Rajasthan or its replacement bidder in relation to any equipment lease, maintenance or service provision contract between Successful Bidder and third party licensor, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Purchaser or its replacement bidder.

### **Rights of Access to Premises**

- a) At any time during the exit management period, where Assets are located at the Successful Bidder's premises, the Successful Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Purchaser and/or any replacement bidder in order to make an inventory of the Assets.



- b) The Successful Bidder shall also give the Purchaser or any of its nominated agency or any replacement bidder right of reasonable access to the Successful Bidder's premises and shall procure the Purchaser or any of its nominated agency and any replacement bidder rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Contract as is reasonably necessary to migrate the services to the Purchaser, or a replacement bidder.

### **General Obligations of the Successful Bidder**

- a) The Successful Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Purchaser or its replacement bidder and which the Successful Bidder has in its possession or control at any time during the exit management period.
- b) For the purposes of this Schedule, anything in the possession or control of any Successful Bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the Successful Bidder.
- c) The Successful Bidder shall commit adequate resources to comply with its obligations under this clause.

### **Exit Management Plan**

- a) The Successful Bidder shall provide the Purchaser with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
  - i. A detailed program of the transfer process that could be used in conjunction with a replacement bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
  - ii. plans for the communication with such of the Successful Bidder's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Purchaser's operations as a result of undertaking the transfer;
  - iii. (if applicable) proposed arrangements for the segregation of the Successful Bidder's networks from the networks employed by Purchaser and identification of specific security tasks necessary at termination;
  - iv. Plans for provision of contingent support to Purchaser and replacement bidder for a reasonable period after transfer.
- b) The Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by the Purchaser or its nominated agencies.
- d) The terms of payment as stated in the Terms of Payment Schedule includes the costs of the Successful Bidder complying with its obligations under this Schedule.
- e) In the event of termination or expiry of Contract, and Project Implementation, each Party shall comply with the Exit Management Plan.

- f) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- h) This Exit Management plan shall be furnished in writing to the Purchaser or its nominated agencies within 90 days from the Effective Date of this Contract.

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**9. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT****Payment Terms and Schedule**

<b>Activity</b>	<b>Deliverables/ Supporting documents</b>	<b>Payment</b>
Submission of monthly training report	Following documents to be submitted along with invoice: <ul style="list-style-type: none"> <li>• Satisfactory Performance Report of each trainer for each month</li> <li>• Monthly Attendance of trainer</li> </ul>	<ul style="list-style-type: none"> <li>• On completion of calendar month, in proportionate to total trainer's hours.</li> </ul> Note: PBG will be released after the Project closure.

The Bidder is required to submit a monthly training report to Rajasthan Police. The format of the report shall be finalized mutually between the successful bidder and Rajasthan Police. The indicative parameters of the training report shall include attendance of trainers, list of modules/ topics completed during the month by the trainer, evaluation/ feedback of trainees, etc. The bidder shall submit its report to Rajasthan Police by 10th calendar day of every month, till the completion of contract period.

**General terms of payment**

- i The penalty calculated for breach of SLA shall be on monthly payment due.
- ii The bidder's request for payment shall be made to the Purchaser in writing within 7 days of the completion of milestone/calendar month, accompanied by invoices (3 copies), describing the services delivered, and the documents required to be submitted in accordance with the conditions of the contract.
- iii Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice in 3 copies by the selected bidder, subject to acceptance by the purchaser.
- iv Payments to be made on completion of calendar month, in proportionate to total trainers available and attendance of trainees
- v All payments shall be made in Indian Rupees (INR) only.
- vi All remittance charges will be borne by the selected bidder.
- vii In case of disputed items, only the disputed amount shall be withheld and will be paid only after settlement of the dispute. The remaining amount will be paid without delay.
- viii Any penalties, as applicable, for delay, as mentioned in this tender document, will be deducted from the respective monthly payments.

## **Service Level Standards/ Requirements/ Contract**

### **(i) Purpose**

The service levels define the expectations from the bidder for the duration of the contract. This will help the Purchaser control the levels and performance of the bidder's services and draw the attention of the Purchaser to the bidder's performance in case it drops below the threshold defined by the Purchaser.

### **(ii) Service Level Monitoring**

The Service Level parameters defined below shall be monitored on a periodic basis:

- a) The Bidder shall be responsible for providing appropriate trainers and reports.
- b) The provided trainers shall be available for all working days as per training period defined in scope of work.
- c) In case of any absent due to unforeseen circumstance, the bidder shall deploy another qualified trainer as a substitute for the equal number of absent days prior to approval of Rajasthan Police.

**(iii) Penalties**

Schedule of penalty shall be as follows

Sr. No	Description of penalty	Amount of penalty to be imposed
<b>Trainers</b>		
1	First time deployment	<ol style="list-style-type: none"> <li>The empanelled agencies should provide approved Trainer to Rajasthan Police on the date mentioned in the work order. In case of empanelled agency fails to deploy trainer on the date mentioned in the work order, a penalty @Rs. 2000/- per day would be applicable till 5<sup>th</sup> day.</li> <li>Incase if the approved trainer doesn't turn up on 6<sup>th</sup> day, then the work order for that training will be terminated.</li> </ol>
2	Non-performance	<ol style="list-style-type: none"> <li>Trainees will provide feedback on the trainer. If the trainees are not satisfied with the trainer, then as per the feedback for non-performance by the trainer, the empanelled agencies must replace the trainer within 5 days from the date of written communication by the Rajasthan Police. In case of empanelled agencies fails to deploy approved trainer, from the 6<sup>th</sup> day penalty of Rs. 2000 per day will be applicable till the 10<sup>th</sup> day.</li> <li>Incase if the approved replacement trainer doesn't turn up on the 11<sup>th</sup> day, then the work order for that training will be terminated.</li> </ol>

**10. CHANGE REQUESTS/ MANAGEMENT**

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

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**ANNEXURE A: DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS****Declaration by the bidder on bidder's letter head**

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 statement 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.
6. I/ we do have comply with the code of integrity as specified in the bidding document.

Date:

Place:

Signature of bidder

Name:

Designation:

Address:

**ANNEXURE-1: BIDDER'S AUTHORIZATION CERTIFICATE**

{to be filled by the bidder on bidder's letter head}

To,

{Procuring entity},

\_\_\_\_\_,  
\_\_\_\_\_



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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

FINAL DRAFT

**ANNEXURE-2: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

{to be filled by the bidder on bidder's letter head}

To,

{Procuring Entity},

\_\_\_\_\_ ,

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-3: FINANCIAL BID COVER LETTER & FORMAT**

{to be submitted by the bidder on bidder's letter head}

To,

{Procuring Entity},

\_\_\_\_\_ ,

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

Dear Sir,

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

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ prices 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 deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the Performance Security Deposit (PSD) as prescribed in the bidding document.

I / We agree to abide by this bid for bid validity period and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

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

Date:

Authorized Signatory:

Name:

Designation:

**FINANCIAL BID FORMAT**

{to be submitted by the bidder only in BoQ format (.XLS) available for the item they are quoting}

S. No.	Item/ Category	Unit rate per hour (exclusive of GST)	Applicable GST (in %)	GST Amount (In Rs.)	Total amount (In Rs.) (Inclusive of GST)
1	2	3	4	5	6= (3+5)
1.	Database Management - Advance Training				
2.	Server Management – Advance Training				
3.	Front End Development – Advance Training				
4.	Java with Spring Boot Framework - Advance Training				
5.	Python & Data Analytics				
6.	Project Management and Business Analysis				
<b>Total in Figures</b>					
<b>Total in Words</b>					

**ANNEXURE-4: BANK GUARANTEE FORMAT**

{to be submitted by the bidder's bank only if bank guarantee submission is allowed in this bidding document}

**BANK GUARANTEE FORMAT – BID SECURITY**

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

To,

Director General of Police

SCRB, Cyber Crime and Technical Services (Telecommunication and Technical),

7th Floor, State Crime Records Bureau, Rajasthan Police Headquarters, Lal Kothi, Jaipur, Rajasthan 302015

Sir,

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

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. \_\_\_\_\_ (Rupees <in words>)> in respect to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ issued by DGP SCRB, Cyber Crime And Technical Services (Telecommunication and Technical), Police Headquarters, Lal Kothi, Jaipur, Rajasthan (hereinafter referred to as "Rajasthan Police") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. \_\_\_\_\_ (Rupees <in words>)> to Rajasthan Police as Bid Security money deposit.

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

Rajasthan Police that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Rajasthan Police shall be final and binding on us.

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

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

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

(1) .....

.....

(2) .....

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

#### GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

To,

The Director General of Police

SCRB, Cyber Crime and Technical Services

(Telecommunication and Technical),

7th Floor, State Crime Records Bureau, Rajasthan Police Headquarters,

Lal Kothi, Jaipur, Rajasthan 302015

**ANNEXURE-5: DRAFT AGREEMENT FORMAT**

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

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between Rajasthan Police through State Crime Records Bureau, Rajasthan, having its office at RPA Road, Nehru Nagar, Jaipur-302016, Rajasthan (herein after referred to as Purchaser/ Rajasthan Police) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Supply order vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_, on which M/s \_\_\_\_\_ has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

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

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by Rajasthan Police 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 Rajasthan Police to supplier at the rates set forth in the supply order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles set forth in “Annexure: Bill of Material” thereof and provide related



services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

3. Rajasthan Police do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, Rajasthan Police will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of supply order i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of the terms stated in the RFP document.

Note:

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

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Signed By:	Signed By:
( ) Designation: Company:	<b>(Authorized Signatory)</b> Rajasthan Police through State Crime Records Bureau, Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	( ) Designation: Rajasthan Police through State Crime Records Bureau, Rajasthan
( ) Designation: Company:	( ) Designation: Rajasthan Police through State Crime Records Bureau, Rajasthan

\* In case the supplier does not provide performance security deposit (PSD) valid till 180 days beyond the contract period, the clauses related to PSD shall be substituted as follows:

The supplier has deposited a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ ref no. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Bank valid up to \_\_\_\_\_ as security deposit for the due performance of the contract. The supplier shall extend the security deposit from time to time up to 180 days beyond the contract period at regular intervals. Every extension shall be for a minimum period of one year and it shall be extended at least two months before the expiry of the latest performance security.

**ANNEXURE-6: PROPOSED TRAINING WITH TENTATIVE HOURS****List of Proposed Trainings for various verticals**

Sr. No	Proposed Training	Vertical	Hrs
1.	NoSQL & MongoDB (Advance)	Database (DB)	120
2	Server Management (Advanced) 1. Docker – Containerization 2. Ansible – Configuration Management 3. Kubernetes – Container Orchestration 4. OpenShift – Enterprise Kubernetes 5. ELK Stack – Logging & Log Analysis	Server	240
3	Advance Front End Development 1. ReactJS 2. Advance JavaScript 3. UI-UX and Figma Fundamentals 4. Figma Advance	Front End Development (UI/UX)	280
4	Advance Java with Spring Boot Framework	Java Development	400
5	Python & Data Analytics 1. Python Core 2. Advance Python & Data Analytics	Data Analytics	150
6	Project Management and Business Analysis 1. Level-1: Foundations of Project Management & Business Analysis 2. Level-2 Project Management & Requirement Gathering 3. Level-3- Advanced Concepts of Technical Writing, Project Management, and Risk Mitigation	Project Management	90
<b>Total</b>			<b>1280</b>

## **ANNEXURE-7: INDICATIVE SYLLABUS FOR TRAINING**

### **A. Database Management Advance Training Syllabus**

#### **NoSQL & MongoDB Advance Training**

##### **1. Introduction to NoSQL & MongoDB**

###### Concepts & Theory

- Understanding NoSQL Databases
  - What is NoSQL?
  - Difference between NoSQL and SQL databases
  - Types of NoSQL databases (Document-based, Key-Value, Column-Family, Graph databases)
- Introduction to MongoDB
  - Features and advantages of MongoDB
  - MongoDB architecture and BSON format

###### Hands-on Lab

- Installing MongoDB and setting up the environment (Windows, Linux, MacOS)
- Basic CRUD operations in MongoDB
- Using MongoDB Compass for GUI-based interactions
- Writing and executing shell commands in the MongoDB shell

##### **2. MongoDB Fundamentals**

###### Concepts & Theory

- Database & Collection Operations
  - Creating, dropping databases and collections
  - Indexing and its importance
- Data Modeling in MongoDB
  - Schema design best practices
  - Embedding vs. Referencing

###### Hands-on Lab

- Designing an optimal schema for an e-commerce application
- Performing CRUD operations on structured and semi-structured data
- Querying and indexing data efficiently
- Using MongoDB Atlas for cloud-based database management

##### **3. Querying and Aggregation Framework**

###### Concepts & Theory

- Querying in MongoDB
  - CRUD operations using MongoDB shell and Compass
  - Querying with filters, projections, and sorting
- Aggregation Framework

- Introduction to MongoDB pipelines
- Stages: match, project, group, sort, unwind, limit

#### Hands-on Lab

- Writing aggregation queries for analyzing user data in a social media application
- Filtering and transforming data using the aggregation pipeline
- Visualizing aggregated data using external tools (Tableau, Python Pandas, Power BI)

#### 4. Indexing and Performance Optimization

##### Concepts & Theory

- Understanding Indexes
  - Types of indexes in MongoDB
  - Single field, compound, multi-key, text, geospatial indexes
- Performance Tuning
  - Query optimization techniques
  - Monitoring database performance

##### Hands-on Lab

- Creating and analyzing indexes for query performance
- Debugging slow queries with explain() and profiling tools
- Optimizing queries for large-scale applications

#### 5. Replication and High Availability

##### Concepts & Theory

- Replication in MongoDB
  - Concept of replica sets
  - Setting up primary and secondary nodes
- Failover Mechanisms
  - Automatic failover and elections
  - Read and write operations in a replicated environment

##### Hands-on Lab

- Configuring a replica set with multiple nodes
- Testing failover scenarios
- Implementing read preferences and write concerns

#### 6. Sharding and Scalability

##### Concepts & Theory

- Introduction to Sharding
  - Concept and need for sharding
  - Setting up a sharded cluster
- Shard Key Selection

- Best practices for choosing a shard key
- Balancing and distributing data

#### Hands-on Lab

- Implementing sharding on a distributed MongoDB cluster
- Testing distributed queries across multiple shards
- Evaluating performance improvements with sharding

### 7. Security and Backup Strategies

#### Concepts & Theory

- MongoDB Security Best Practices
  - Authentication, authorization, and role-based access control (RBAC)
  - Encryption and data masking
- Backup and Restore Mechanisms
  - Mongodump, mongorestore, and oplog-based backups
  - Automating backup strategies

#### Hands-on Lab

- Setting up user roles and permissions
- Configuring authentication and authorization policies
- Performing backups and restoring data from multiple backup sources

### 8. Integrating MongoDB with Applications

#### Concepts & Theory

- MongoDB with Python and Node.js
  - Using PyMongo for Python applications
  - Using Mongoose with Node.js
- MongoDB and Cloud Services
  - Deploying MongoDB on AWS, Azure, GCP
  - Introduction to MongoDB Atlas

#### Hands-on Lab

- Building a simple web application with a MongoDB backend
- Connecting MongoDB with cloud-based applications
- Implementing API-based interactions with MongoDB

### 9. Introduction to AI in Database Management

- AI-Powered Query Optimization & Indexing
- AI-Driven Data Cleaning & Transformation

### 10. AI for Database Performance Optimization

- AI-Based Query Execution Plan Optimization
- AI-Driven Indexing & Auto-Tuning (PostgreSQL, MySQL, Oracle, SQL Server)
- AI-Based Load Balancing for Distributed Databases

### 11. AI in Database Automation & Administration

- AI-Powered Predictive Maintenance for Database Systems
- AI-Driven Backup & Disaster Recovery Strategies
- AI for Database Log Analysis & Automated Alerts

## 12. Advanced Topics & Real-World Use Cases

### Concepts & Theory

- GraphQL & MongoDB
  - Querying MongoDB with GraphQL
  - Building GraphQL APIs with MongoDB
- MongoDB for Big Data
  - Using MongoDB for large-scale analytics
  - Integration with Apache Spark

### Hands-on Lab

- Developing a real-world use case leveraging MongoDB and analytics tools
- Implementing GraphQL APIs for fetching data from MongoDB

## 13. Capstone Project & Deployment

### Project Development

- Building a Full-Scale MongoDB-Based Application
  - End-to-end project involving database design, implementation, and optimization
  - Handling real-world data and application-specific requirements
- Deployment and Scaling
  - Deploying MongoDB-based applications to production
  - Scaling strategies for high-performance applications

### Final Evaluation & Presentation

- Code review and debugging best practices
- Optimization and performance tuning
- Project Demonstration & Feedback Session

## B. Server Management Advanced Training Syllabus

### Module 1: Docker – Containerization

- Introduction to Containerization
- Installing & Setting Up Docker
- Understanding Container Runtimes
- Docker vs. Containerd vs. CRI-O
- Docker Engine & Containerd Architecture
- Container Lifecycle with Containerd
- Using ctr and crictl Commands
- How runc Works Under the Hood

- Linux Namespaces & Cgroups (Control Groups)
- Process Isolation with Namespaces
- Resource Management with Cgroups
- Memory, CPU, and Network Limits in Containers
- Docker Shim & Container Lifecycle Management
- How Docker Uses Shims to Manage Containers
- Container Process Handling & Re-parenting
- Shim-v2 in Containerd
- Running and Managing Docker Containers
- Docker Images, Dockerfiles & Custom Images
- Advanced Dockerfile Concepts
- Multi-Stage Builds
- Optimizing Docker Images
- Best Practices for Performance & Security
- Docker Networking & Storage
- Docker Compose – Multi-Container Apps
- Building & Managing Docker Compose Services
- Networking Between Containers in Docker Compose
- Advanced Docker Concepts
- Container Logging & Monitoring
- Understanding OverlayFS & Container Storage Drivers
- Docker Security Best Practices
- Troubleshooting & Debugging Containers
- Publishing & Pulling Images from DockerHub
- Running Databases in Docker (MySQL, PostgreSQL)
- Containerd Hands-on
- Installing & Configuring Containerd
- Running Containers with Containerd (Without Docker CLI)
- Managing Images, Containers, and Snapshots in Containerd
- Using nerdctl for Working with Containerd
- Integrating Containerd with Kubernetes

## **Module 2: Ansible – Configuration Management**

- Introduction to Ansible & YAML
- Setting Up Ansible (Installation & Configuration)
- Inventory Management
- Ad-hoc Commands and Playbooks
- Variables, Facts, and Loops
- Conditionals and Handlers



- Roles and Best Practices
- Ansible Vault – Secrets Management
- Integrating Ansible with Git
- Deploying Applications with Ansible

### **Module 3: Kubernetes – Container Orchestration**

- Introduction to Kubernetes & Its Architecture
- Setting Up a Kubernetes Cluster
- Working with Kubernetes Pods, Deployments, and ReplicaSets
- Kubernetes Services (ClusterIP, NodePort, LoadBalancer, Ingress)
- Kubernetes ConfigMaps & Secrets
- Kubernetes Persistent Volumes & Storage Classes
- Kubernetes Autoscaling (HPA & VPA)
- Helm – Kubernetes Package Manager
- Deploying Microservices with Kubernetes
- Blue-Green & Canary Deployments
- Understanding CI/CD Pipelines
- Creating Jenkins Pipelines for CI/CD
- Integrating GitLab with Jenkins
- Dockerizing Applications in Jenkins
- Kubernetes Deployment via Jenkins
- Automating Build & Release Management
- Secrets Management in CI/CD
- Automated Testing in CI/CD
- Implementing Canary & Rolling Deployments
- End-to-End CI/CD Project

### **Module 4: OpenShift – Enterprise Kubernetes**

- Introduction to OpenShift & Its Architecture
- Installing & Setting Up OpenShift Cluster
- Working with OpenShift Projects & Namespaces
- Managing OpenShift Pods, Deployments, and Services
- Configuring Routes & Load Balancing in OpenShift
- OpenShift Security & Role-Based Access Control (RBAC)
- OpenShift Pipelines (CI/CD with Tekton)
- OpenShift Operators & Custom Resources
- OpenShift Monitoring & Logging
- Deploying & Managing Applications on OpenShift

### **Module 5: Advanced Kubernetes**

- Kubernetes Security Best Practices
- Role-Based Access Control (RBAC)
- Service Mesh (Istio)
- Kubernetes Operators & Custom Resource Definitions (CRDs)
- Kubernetes Monitoring & Logging
- Debugging Kubernetes Applications
- Kubernetes Federation & Multi-Cluster Deployments
- Terraform with Kubernetes
- Kubernetes Disaster Recovery Strategies
- Deploying Stateful Applications in Kubernetes

#### **Module 6: ELK Stack – Logging & Log Analysis**

- Introduction to Logging & ELK Stack
- Installing & Configuring Elasticsearch
- Understanding Kibana & Logstash
- Parsing Logs with Logstash
- Configuring Beats for Log Forwarding
- Searching & Querying Logs in Kibana
- Setting Up Alerts & Dashboards in Kibana
- Integrating ELK with Kubernetes
- Securing ELK Stack
- Hands-on: Centralized Logging with ELK

## C. Front End Development Advance Training Syllabus

### ReactJS Advance Training

1. Introduction to React & Component-Based Architecture
  - Understanding React and its Core Features
  - Setting Up a React Development Environment (Node.js, npm, Vite)
  - JSX and Virtual DOM Concept
  - Functional vs. Class Components
  - Component Lifecycle and Hooks (useState, useEffect)
  - Props and State Management Basics
  - Event Handling and Forms in React
2. Handling Events & Forms in React
  - Controlled vs. Uncontrolled Components
  - Validating Forms in React
  - Managing Form State (useState, useReducer)
  - Using Third-Party Form Libraries (Formik, React Hook Form)
3. React State Management
  - Understanding the Need for State Management
  - Context API for Global State Management
  - Redux Toolkit: Store, Actions, Reducers, Async Thunks
  - Setting Up Redux in a React Project
  - Dispatching Actions and Updating State
  - Connecting Components with useSelector and useDispatch
  - Using Redux DevTools for Debugging
  - State Management Comparison: Context API vs. Redux vs. Zustand
  - Using Zustand for Lightweight State Management
  - Comparing Performance and Use Cases
4. Fetching and Managing Data
  - Fetch API vs. Axios for API Integration
  - Handling Asynchronous Operations (Promises, Async/Await)
  - Managing API Responses & Error Handling
  - Custom Hooks for API Calls (useFetch)
5. Performance Optimization in React
  - Memoization Techniques (React.memo, useCallback, useMemo)
  - Optimizing Component Re-Renders
  - Code-Splitting and Lazy Loading
6. Advanced React Hooks
  - useReducer for Complex State Management
  - useRef for Handling DOM Manipulation

- Creating Custom Hooks for Reusability
  - Infinite Scrolling and Pagination
7. React Router & Navigation
    - Setting Up React Router
    - Dynamic Routing and Nested Routes
    - Protected Routes and Authentication
    - Optimizing Route-Based Code Splitting
  8. Advanced Component Patterns
    - Higher-Order Components (HOCs)
    - Render Props Pattern
    - Compound Components for Flexible UI Design
  9. React Portals & Error Handling
    - Using React Portals for Modals and Overlays
    - Implementing Error Boundaries for UI Stability
  10. WebSockets & Real-Time Data
    - Setting Up WebSockets in React
    - Managing Real-Time Updates with WebSockets
  11. Progressive Web Apps (PWA) with React
    - Making a React App PWA-Compatible
    - Service Workers and Caching Strategies
  12. Micro Frontends with React
    - Understanding Micro Frontend Architecture
    - Implementing Micro Frontends in a React Project
  13. Accessibility in React
    - Using aria-label and role Attributes
    - Implementing Semantic HTML for Better Accessibility
  14. Introduction to AI in Frontend Development
    - AI & ML Basics: Concepts, Types, and Use Cases in Frontend Systems
    - How AI is Transforming UI/UX Design
    - AI Tools & Libraries for Frontend Developers (TensorFlow.js, ML Kit, Hugging Face)
  15. AI-Powered UI/UX & Personalization
    - AI for Smart UI Components (Auto Layout, Adaptive Design)
    - AI-Based Accessibility Features (Speech-to-Text, Image Recognition)
    - AI-Powered User Behavior Analytics & Predictive UI Adaptations
    - Implementing AI-Based Smart Forms & Auto-Suggestions
  16. Some Indicative Projects & Hands-On Implementation
    - Standard Projects
      - Responsive Website (SCSS, PrimeReact)
      - Task Management App (React, Redux Toolkit)

- Dashboard using APIs (React, JavaScript)
- Blogging Platform (React, SCSS, Firebase)

#### Advanced Projects

- Real-Time Chat Application (WebSockets, React, Redux)
- E-commerce Platform with Payment Integration (React, Redux, Stripe API)
- PWA for Offline Note-Taking (React, Service Workers, IndexedDB)
- AI-Powered News Aggregator (React, OpenAI API, Zustand)
- Micro Frontend Dashboard for Enterprise Solutions (React, Webpack, Module Federation)

### JavaScript Advance Training Syllabus

1. JavaScript Events and Event Handling
  - Understanding JavaScript Events
  - Event Object and Event Properties
  - Handling Events with addEventListener
  - Removing Event Listeners
  - Event Propagation: Capturing and Bubbling
2. Closures and Lexical Scope
  - Understanding Lexical Scope
  - What is a Closure?
  - Practical Use Cases of Closures
  - Memory Leaks and Closures
3. Event Delegation and Bubbling
  - Event Capturing vs. Bubbling
  - Implementing Event Delegation
  - Performance Benefits of Event Delegation
4. Prototypes and Prototype Inheritance
  - Understanding Prototypes in JavaScript
  - Prototype Chain and Object Inheritance
  - Modifying Prototypes
  - Performance Considerations
5. Object-Oriented Programming (OOP) in JavaScript
  - Classes and Objects
  - Encapsulation, Abstraction, Inheritance, and Polymorphism
  - ES6 Class Syntax vs. Prototype-based Inheritance
  - Private and Public Fields in ES6 Classes
6. Factory Functions and Constructor Functions
  - What are Factory Functions?
  - Constructor Functions and the new Keyword

- Comparing Factory and Constructor Functions
  - Performance Considerations
7. Keyword in Different Contexts
    - Global Scope
    - Function Scope
    - Arrow Functions vs. Regular Functions
    - Using bind, call, and apply
  8. JavaScript Design Patterns
    - Singleton Pattern
    - Factory Pattern
    - Observer Pattern
    - Module Pattern
    - Strategy Pattern
  9. JavaScript Memory Management and Garbage Collection
    - Memory Allocation in JavaScript
    - Garbage Collection Mechanisms
    - Memory Leaks and Prevention Strategies
  10. Debouncing and Throttling
    - Understanding Debounce and Throttle
    - Implementing Debouncing with setTimeout
    - Implementing Throttling with setInterval
    - Use Cases in Real-World Applications
  11. WebSockets and Real-Time Data
    - Introduction to WebSockets
    - WebSockets vs. HTTP Polling
    - Implementing WebSockets in JavaScript
    - Handling Real-Time Data Updates
  12. Service Workers and Progressive Web Apps (PWA)
    - What are Service Workers?
    - Offline Functionality with Service Workers
    - Caching Strategies and PWA Performance Optimization
  13. JavaScript and Security
    - Understanding CORS (Cross-Origin Resource Sharing)
    - Preventing CSRF (Cross-Site Request Forgery)
    - Understanding and Preventing XSS (Cross-Site Scripting)
    - Secure Coding Practices in JavaScript
  14. Code generation and optimization through AI
    - Powered code assistant tools like Github , Co-pilot etc.
    - Automated code generation

- Code optimization
- Design and UI/UX enhancement

### **Syllabus for UI-UX and Figma Fundamentals**

1. Introduction to UI/UX Design
  - What is UI/UX?
  - Design Thinking Process
  - UX Research and User Personas
  - Hands-on Exercise:
    - Creating User Personas and Empathy Maps
2. Figma Basics
  - Introduction to Figma
  - Designing Wireframes and Prototypes
  - Components, Styles, and Auto Layout
  - Hands-on Exercise:
    - Designing a basic mobile app prototype
3. 3. UI Principles and Best Practices
  - Color Theory and Typography
  - Accessibility in UI Design
  - Hands-on Exercise:
    - Creating a visually appealing UI for a web app
4. 4. Interactive Prototyping
  - Advanced Prototyping in Figma
  - Micro-interactions and Animations
  - Hands-on Exercise:
    - Building an interactive UI prototype
5. 5. Design and UI/UX enhancement using AI
  - Automated design
  - AI powered design tool like Figma AI plugins
  - Personalised user experience
6. 6. UI-UX Final Project Support
  - Project: Design a complete UI/UX for a SaaS product

### **Figma Advanced Training**

1. Advanced Auto Layout and Constraints
  - Deep dive into Auto Layout
  - Constraints and Responsive Design
  - Hands-on Exercise:
    - Designing a flexible component library
2. Advanced Prototyping and Interactions

- Interactive Components and Variables
- Figma Plugins and Third-Party Integrations
- Hands-on Exercise:
  - Creating complex interactive prototypes
- 3. Design Systems and Components
  - Building Scalable Design Systems
  - Creating and Managing Component Libraries
  - Hands-on Exercise:
    - Implementing a reusable design system
- 4. Collaboration and Handoff
  - Sharing and Collaborating in Figma
  - Developer Handoff with Figma
  - Hands-on Exercise:
    - Working on a collaborative design project
- 5. Figma Final Project
  - Project: Develop a complete enterprise UI Kit

#### D. JAVA with Spring Boot Framework Advance Training Syllabus

##### Spring boot framework:-

- Introduction to Spring boot
- Microservices Architecture & Spring Cloud
- Java Performance Optimization & Memory Management
- Security Best Practices in Java Applications
- Advanced Data Structures & Algorithms
- Advanced Spring Data JPA and ORM
- Spring boot with GraphQL
- Advanced Spring Boot
- Building RESTful Web Services with Spring Boot and internal api communication
- Reactive Programming with Spring WebFlux \*
- Advanced Reactive Programming \*
- Security in Spring Boot
- Report Generation with latest version of Jasper Reports or apache piebox
- Testing and Performance
- Introduction to react-js and communication with spring boot application. \*
- ApacheKafka With Spring Boot
- Postmen overview to advanced level.
- Introduction to Docker & Kubernetes
- Advance Concepts of Git and GitLab



- Real-World Problem Solving with Java

### Detailed Syllabus for Advanced Java Training

- Microservices Architecture & Spring Cloud
  - Understanding Microservices Architecture
  - Introduction to Spring Cloud
  - Service Discovery with Eureka
  - API Gateway with Spring Cloud Gateway
  - Load Balancing with Ribbon
  - Circuit Breaker with Resilience4J
  - Distributed Configuration with Spring Cloud Config
  - Event-Driven Architecture with Kafka or RabbitMQ
- Java Performance Optimization & Memory Management
  - JVM Internals & Garbage Collection Strategies
  - Java Performance Tuning & Profiling
  - Thread & Memory Leak Analysis
  - JVM Monitoring & Profiling Tools (JVisualVM, JConsole)
- Security Best Practices in Java Applications
  - Securing Java Applications with Spring Security
  - Authentication & Authorization (OAuth2, JWT, SAML)
  - Implementing SSO with OAuth2 and OpenID Connect
  - Integrating Spring Security with Keycloak
  - Google and Facebook Login with Spring Boo
  - Secure Coding Practices & OWASP Guidelines
  - Protecting APIs with Rate Limiting & CORS
- Advanced Data Structures & Algorithms
  - Time & Space Complexity Analysis
  - Advanced Sorting & Searching Algorithms
  - Graph Algorithms (BFS, DFS, Dijkstra, A\*)
  - Dynamic Programming & Greedy Algorithms
  - Concurrency & Parallel Programming Techniques
- Advanced Spring Data JPA and ORM
  - Advanced Hibernate & JPA Concepts
  - Custom Queries with Spring Data JPA
  - Criteria API & QueryDSL
  - Transaction Management & Performance Optimization
  - Introduction to flyway with example
  - Spring Jdbc template
- Spring Boot with GraphQL
  - Introduction to GraphQL and Why It's Better Than REST
  - Setting Up a Spring Boot GraphQL Project

- Defining GraphQL Schemas, Queries, and Mutations
- Using DataFetchers and Resolvers in Spring Boot
- Integrating GraphQL with Spring Data JPA
- Advanced Spring Boot
  - Spring Boot Internals & Auto Configuration
  - Custom Starters & Actuator
  - Advanced Dependency Injection & Beans Management
  - Spring Boot Profiles & Configuration Management
- Building RESTful Web Services with Spring Boot
  - RESTful API Design Best Practices
  - API Versioning, HATEOAS, Pagination
  - Internal API Communication in Microservices
  - Caching Strategies & Performance Optimization
  - Spring Jdbc Template
- Reactive Programming with Spring WebFlux
  - Introduction to Reactive Programming
  - Project Reactor & Reactive Streams
  - Building Non-Blocking APIs with WebFlux
  - Handling Backpressure & Concurrency
- Advanced Reactive Programming
  - Combining Multiple Reactive Streams (merge, concat, zip)
  - Threading Model in Reactor (Schedulers & Context Propagation)
  - Hot vs. Cold Publishers
  - Transaction Management in Reactive Applications
  - Debugging & Monitoring Reactive Application
- Security in Spring Boot
  - Role-Based Access Control (RBAC)
  - Implementing Multi-Factor Authentication (MFA)
  - Securing Microservices with OAuth2 & OpenID Connect
  - API Security Best Practices
- Report Generation with Jasper Reports
  - Advanced Report Designing with JasperSoft Studio
  - Generating Reports from Relational Databases
  - Exporting Reports to Multiple Formats (PDF, Excel, HTML)
  - Dynamic Data Representation & Graphs
- Testing and Performance
  - Writing Unit & Integration Tests (JUnit, Mockito, TestContainers)
  - Load Testing with JMeter & Gatling
  - Performance Benchmarking & Optimization
  - Automated Testing Strategies for CI/CD Pipelines
- Introduction to React.js and Communication with Spring Boot Application

- Overview of React.js and its Component-Based Architecture
- Setting Up a React Frontend with Create React App
- Making API Calls from React using Axios/Fetch
- Handling State Management (useState, useEffect, Redux)
- Connecting React with a Spring Boot Backend (REST API Integration)
- ApacheKafka With Spring Boot
- Introduction to Apache Kafka
  - Kafka Architecture and Core Concepts
  - Setting Up Kafka with Spring Boot
  - Implementing Kafka Producer in Spring Boot
  - Implementing Kafka Consumer in Spring Boot
  - Message Serialization and Deserialization
  - Handling Errors and Retries in Kafka
  - Kafka Streams for Real-Time Data Processing
  - Securing and Monitoring Kafka Applications
  - Deploying Kafka with Spring Boot
- Postman Overview to Advanced Level
  - API Documentation & Collaboration in Postman
  - Writing Automated Tests in Postman
  - Mock Servers & API Monitoring
  - Collection Runners & Workflows
- Introduction to AI & Its Role in Backend Development
  - AI & ML Basics: Concepts, Types, and Use Cases in Backend Systems
  - AI in Software Engineering & DevOps
  - Ethics & Responsible AI Development
- AI-Powered Development & Automation
  - AI-Assisted Code Generation & Debugging (GitHub Copilot, ChatGPT for Code)
  - Automated API Testing using Postman AI Chat Bot
  - AI-Driven Log Analysis & Error Prediction (ELK Stack, Splunk, Datadog)
  - AI in CI/CD Pipelines for Intelligent Deployment Strategies
- AI for Microservices & API Optimization
  - AI for Load Balancing & Auto-Scaling in Microservices
  - Predictive Analytics for API Performance & Downtime Prevention
  - AI-Driven Smart Caching Strategies
  - Anomaly Detection & Fraud Prevention with AI in Backend Services
  - Implementing AI-powered API Gateways (Rate Limiting, Security Enforcement)
- AI in Data Processing & Decision-Making
  - AI-Based Data Processing Pipelines (Kafka + AI Models)
  - Machine Learning for Data-Driven Business Logic

- NLP-Based AI Assistants for Backend Interactions
- AI & Graph Databases for Intelligent Data Retrieval
- AI for Security & Threat Detection
  - AI-Powered Security Scanning & Code Vulnerability Detection
  - AI in Identity & Access Management (IAM)
  - AI for Fraud Detection in Financial Transactions
  - AI for Predictive Threat Intelligence in Cybersecurity
- Introduction to Docker & Kubernetes
  - Understanding Containerization with Docker
  - Creating & Managing Docker Images & Containers
  - Introduction to Kubernetes & Cluster Orchestration
  - Deploying Java Applications on Kubernetes
- Advanced Concepts of Git and GitLab
  - Git Advanced Features (Cherry-picking, Rebase, Squash)
  - GitLab CI/CD Pipelines
  - Managing Releases & Feature Branching
  - Automating Builds & Deployments
- Real-World Problem Solving with Java
  - Design & Development of Enterprise Applications
  - Implementing Clean Code & SOLID Principles
  - System Design & Architecture for Scalable Applications
  - Hands-on Case Studies & Real-Life Use Cases
- Hands-on Project Work
  - Building a Scalable Microservices-Based System
  - Developing a Secure Application with Spring Boot & OAuth2
  - Implementing a Real-Time Analytics Dashboard (WebFlux, Kafka, React.js)
  - Automating CI/CD Pipelines for Java Applications using GitLab & Kubernetes
  - AI-Powered Recommendation System (Spring Boot, Machine Learning Integration)

## E. Python & Data Analytics Training Syllabus

Python Core Training Syllabus is designed for beginners to build a strong foundation in Python programming with hands-on exercises, real-world projects, and interactive learning.

### 1. Fundamentals of Python

- Introduction to Programming
  - Understanding programming concepts
  - Role of Python in software development
- Python Installation & Setup
  - Installing Python and setting up the environment

- Introduction and usage of Pip
  - Hands-on Exercise:
    - Writing and executing the first Python program
    - Setting up virtual environments
2. Python Basics & Data Types
- Built-in Functions and Keywords
    - Common Python functions
    - Understanding keywords and identifiers
  - Variables & Data Types
    - Numbers, strings, lists, tuples, dictionaries, and sets
    - Type conversion and type inference
  - Operators and Expressions
    - Arithmetic, comparison, logical, bitwise, and membership operators
  - Hands-on Exercise:
    - Working with different data types and functions
    - Writing scripts with arithmetic operations
3. Python Data Structures
- Lists and Tuples
    - Creating, modifying, and iterating lists and tuples
  - Strings and Dictionaries
    - String manipulation techniques
    - Dictionary operations and use cases
  - Sets and Their Applications
    - Set operations and applications in data handling
  - Hands-on Exercise:
    - Implementing data structures for real-world applications
    - Manipulating and organizing data efficiently
4. Control Flow & Loops
- Decision Making
    - If-else statements and nested conditions
  - Loops
    - For loop, while loop, and loop control statements (break & continue)
  - Hands-on Exercise:
    - Writing scripts with loops and conditionals
    - Developing interactive programs
5. Exploring Functions & Modules
- Functions in Python
    - Defining and calling functions
    - Lambda, zip, and map functions
    - Variable-length argument functions

- Python Modules & Standard Libraries
    - Importing and using modules like os, sys, math, and random
  - Hands-on Exercise:
    - Writing reusable functions
    - Implementing modules for modular programming
6. Python Object-Oriented Programming (OOP)
- Classes & Objects
    - Creating and using classes
    - Instance and class variables
  - OOP Principles
    - Inheritance, polymorphism, encapsulation, and abstraction
  - Hands-on Exercise:
    - Developing real-world applications using OOP
    - Implementing class-based programming
7. Error Handling & Exception Control
- Understanding Errors & Exceptions
    - Difference between errors and exceptions
  - Handling Exceptions in Python
    - Try-except, finally block, and raising exceptions
  - Hands-on Exercise:
    - Writing robust programs with error handling
    - Implementing custom exception handling
8. Flask - Web Development Basics
- Introduction to Flask
    - Basics of Flask framework
    - Creating a simple web application
  - Bootstrap & API Integration
    - Using Bootstrap for front-end enhancement
    - Integrating third-party APIs
  - Hands-on Exercise:
    - Building a basic web application
    - Handling API requests and responses
9. Python GUI with Tkinter
- Building Graphical User Interfaces (GUI)
    - Understanding Tkinter components and events
  - Working with Widgets
    - Buttons, checkboxes, entry fields, and frames
  - Hands-on Exercise:
    - Designing a simple GUI-based application
    - Implementing event-driven programming

#### 10. AI-Related Python Libraries

- NumPy (arrays, linear algebra, random numbers)
- Pandas (data manipulation, CSV handling)
- Matplotlib & Seaborn (data visualization)
- Scikit-learn (basic ML models)
- TensorFlow/PyTorch (for deep learning – optional for beginners)

#### 11. Basic AI Concepts in Python

- Introduction to Machine Learning (supervised vs. unsupervised learning)
- Working with Data (loading, cleaning, preprocessing)
- Building a Simple ML Model (using scikit-learn)
- Neural Networks Basics (optional, with TensorFlow/Keras)

#### 12. Capstone Project

- Integration of All Learning Concepts
  - Applying Python skills to a real-world project
- Project-Based Learning
  - Choose a domain-specific project (e.g., automation, web scraping, or GUI-based application)
- Final Presentation & Evaluation
  - Code review and debugging best practices
  - Optimization and best coding practices

### **Python and Data Analytics Advance Syllabus**

Advance Python and Data Analytics Training Syllabus provides a comprehensive hands-on learning approach to mastering data analysis and visualization with real-world projects and industry applications.

#### 1. Introduction to Data Science & Python for Data Analytics

- Understanding Data Science
  - Definition, scope, and applications in industries
  - Data science lifecycle: acquisition, cleaning, analysis, visualization
- Python for Data Science
  - Reviewing core Python concepts relevant to data analytics
  - Installation of essential libraries: NumPy, pandas, Matplotlib, Seaborn
- Hands-on Exercise:
  - Setting up Jupyter Notebook and working with datasets

#### 2. Advanced Python Programming

- Data Structures for Data Science
  - Advanced list, dictionary, and tuple operations
  - Set operations and performance optimization
- Functional & Modular Programming
  - Decorators, generators, and lambda functions

- Writing modular and reusable code
  - File Handling & Exception Handling
    - Reading/writing files (CSV, JSON, Excel, and databases)
    - Error handling and logging best practices
  - Hands-on Exercise:
    - Implementing data processing pipelines using Python
3. Data Manipulation with Pandas
- DataFrames & Series
    - Loading, indexing, slicing, filtering, and transforming data
  - Data Cleaning & Preprocessing
    - Handling missing values, outliers, and data transformations
    - Feature engineering and selection
  - Grouping & Aggregation
    - Using groupby, pivot tables, and multi-indexing for analysis
  - Hands-on Exercise:
    - Data manipulation tasks with real-world datasets
4. Exploratory Data Analysis (EDA) & Data Visualization
- Visualizing Data with Matplotlib & Seaborn
    - Line, bar, scatter, histogram, box plots, and pair plots
  - Statistical Analysis & Insights
    - Correlation, distribution, and hypothesis testing
  - Advanced Visualization Techniques
    - Heatmaps, violin plots, and interactive dashboards
  - Hands-on Exercise:
    - Performing EDA on sample datasets
5. Introduction to SQL for Data Science
- Basics of SQL
    - SELECT, FROM, WHERE, GROUP BY, HAVING, ORDER BY
  - Joins & Subqueries
    - INNER JOIN, LEFT JOIN, RIGHT JOIN, CROSS JOIN
  - Advanced SQL Queries
    - Window functions, Common Table Expressions (CTEs), performance tuning
  - Hands-on Exercise:
    - Querying databases and analyzing large datasets
6. Data Analysis Using Python & SQL Integration
- Using Python to Query SQL Databases
    - Connecting databases with Python (SQLite, MySQL, PostgreSQL)
  - Data Pipeline Integration
    - Automating SQL queries in Python
    - Extracting, transforming, and loading (ETL) data



- Hands-on Exercise:
    - End-to-end data analysis project using SQL and Python
7. Statistical Analysis for Data Science
- Descriptive & Inferential Statistics
    - Mean, median, mode, standard deviation, variance
    - Probability distributions, hypothesis testing
  - Regression Analysis
    - Linear regression, multiple regression
  - Time Series Analysis
    - Moving averages, exponential smoothing
  - Hands-on Exercise:
    - Performing statistical analysis on real-world datasets
8. Introduction to Machine Learning Concepts
- Supervised & Unsupervised Learning Overview
    - Regression vs. classification
    - Clustering techniques
  - Scikit-learn Basics
    - Train-test split, feature scaling, model evaluation
  - Hands-on Exercise:
    - Implementing basic ML models using Python
9. Working with Large Datasets & Big Data Integration
- Handling Large Datasets in Pandas
    - Optimizing memory usage, batch processing
  - Introduction to Spark & Dask
    - Working with big data in Python
  - Hands-on Exercise:
    - Processing large datasets efficiently
10. Capstone Project & Deployment
- End-to-End Data Analytics Project
    - Choosing a real-world dataset
    - Cleaning, processing, analyzing, and visualizing data
    - Building reports and dashboards
  - Deploying Data Science Solutions
    - Deploying models using Flask, Streamlit, or Power BI
    - Best practices for presenting insights
  - Final Evaluation & Presentation
    - Code review and feedback session

## F. Project Management and Business Analysis Training Syllabus

### Level-1:- Foundations of Project Management & Business Analysis

**Module 1: Introduction to CCTNS CAS (Sessions will be taken by police domain experts)**

- Overview of Crime and Criminal Tracking Network & Systems (CCTNS)
- Key Functional Modules and Features
- Understanding Data Flow in CCTNS
- Hands-on Lab: Exploring CCTNS system interface and data flow simulation

**Module 2: Introduction to Agile & Scrum**

- Agile Manifesto and Principles
- Scrum Roles, Events, and Artifacts
- Basics of Sprint Planning and Execution
- Hands-on Lab: Creating and managing a basic sprint in Jira/Trello or any other tool

**Module 3: Fundamentals of Business Analysis**

- Role of a Business Analyst in Software Projects
- Understanding Business Needs and Objectives
- Creating Requirement Traceability Matrix (RTM)
- Hands-on Lab: Developing an RTM for a sample project

**Module 4: Basics of Wireframing & Mockups**

- Importance of Wireframing in Software Development
- Sketching Simple Wireframes with Online Tools (Balsamiq, Figma or any other tool)
- Translating Business Requirements into UI Design
- Hands-on Lab: Designing a simple wireframe for a web application

**Module 5: Introduction to Technical Writing**

- Basics of Technical Documentation
- Structuring Project Reports and User Manuals
- Writing Clear and Concise Technical Content
- Hands-on Lab: Drafting a user manual for a software tool

**Module 6: Introduction to AI in project management**

- AI in project planning and scheduling
- AI for requirement gathering and analysis
- AI for risk management and decision making
- AI driven collaboration and communication
- AI in monitoring and performance evaluation

**Level-2:- Project Management & Requirement Gathering****Module 1 : Product Lifecycle & Software Development Methodologies**

- Waterfall vs. Agile vs. Hybrid Models
- Software Development Lifecycle (SDLC) Phases
- Managing Product Backlogs and Prioritization
- Hands-on Lab: Creating a product backlog in Jira

**Module 2: Wireframing & Prototyping Tools (Figma etc.)**

- Introduction to UI/UX Principles
- Creating Low-Fidelity Wireframes in Balsamiq
- Designing Interactive Prototypes in Figma
- Hands-on Lab: Prototyping a mobile app interface

**Module 3: Requirement Gathering & Stakeholder Management**

- Conducting Stakeholder Interviews
- Gathering and Analyzing Requirements
- Writing Effective User Stories & Functional Specifications
- Hands-on Lab: Conducting mock stakeholder interviews and writing user stories

**Project Assignment:**

- Develop a wireframe and functional specification document for a given project idea
- Present findings and documentation for review

**Level 3 :- Advance Concepts of Technical Writing, Project Management, and Risk Mitigation****Module 1: Agile & Scrum Advanced Concepts**

- Agile Scaling Frameworks (SAFe, LeSS, Nexus)
- Continuous Integration & Continuous Deployment (CI/CD)
- Sprint Retrospectives and Continuous Improvement
- Hands-on Lab: Setting up a CI/CD pipeline in GitHub Actions

**Module 2: Risk Management & Compliance**

- Identifying & Mitigating Risks in Software Projects
- Legal and Compliance Considerations in IT Projects
- Risk Analysis and Management Techniques
- Hands-on Lab: Conducting a risk analysis for a sample project

**Module 3: Technical Documentation & Knowledge Management**

- Writing Effective Technical Documentation
- Knowledge Management Best Practices
- Documentation Tools (Confluence, Notion, SharePoint)
- Hands-on Lab: Documenting a software process in Confluence

**Module 4: Managing Expectations and Conflicts**

- Writing Effective User Stories & Functional Specifications
- Creating Well-Defined User Stories
- Acceptance Criteria and Definition of Done
- Writing Functional vs. Non-Functional Requirements
- Hands-on Lab: Writing functional and non-functional requirement documents

**Capstone Project:**

- Develop a comprehensive project management and business analysis plan
- Implement Agile methodologies and risk mitigation strategies
- Present project findings and analysis

FINAL RFP