

2023



Rajasthan Police, Jaipur

RFP for providing Training for
Technical core group (DoIT&C and
Police personnel), Rajasthan

State Crime Records Bureau

Police Headquarters, Lal Kothi, Jaipur – 302015

Phone: 0141-2740898

Web: <http://police.rajasthan.gov.in>, Email: stores.scrb@rajpolice.gov.in



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LIST OF ABBREVIATIONS/ ACRONYMS

BC	Banker’s Cheque
CA	Chartered Accountant
CAS	Core Application Software
CCTNS	Crime & Criminal Tracking Network and Systems
CLI	Command Line Interface
DD	Demand Draft
DGP	Director General of Police
DoIT&C	Department of Information Technology & Communication
GOI	Government of India
GST	Goods and Service Tax
GUI	Graphical User Interface
INR	Indian Rupees
IT	Information Technology
NIT	Notice inviting Tenders
OS	Operating System
PAN	Permanent Account Number
PoA	Power of Attorney
Purchaser/ Tendering Authority/ Procuring Entity	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.
SCRB	State Crime Records Bureau
SLA	Service Level Agreement
SSO	Single Sign On
UI	User Interface
VAT	Value Added Taxes



Request for Proposal (RFP) Document Training of Technical core group (DoIT&C and Police personnel), Rajasthan

[Ref No.:

, dated:]

Mode of Bid Submission	Online though e-Procurement/ e-Tendering system at https://eproc.rajasthan.gov.in
Procuring Entity	Rajasthan Police
Last Date & Time of Submission of Bid	24.08.2023 till 02:00 PM
Date & Time of Opening of Technical Bid	24.08.2023 till 04:00 PM

Bidding Document Fee: Rs.1000 (Rupees One Thousand only)

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

Notice to be pasted for invitation bid

State Crime Records Bureau

Police Headquarters, Lal Kothi, Jaipur – 302015

Phone: 0141-2740898

Web: <http://police.rajasthan.gov.in>, Email: stores.scrb@rajpolice.gov.in



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)

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Rajasthan Police Address: Rajasthan Police Headquarters, Lal Kothi, Jaipur, Rajasthan 302015
Name & Address of the Nodal Officer Project	<p>Name: Sh. Ravi Prakash Meharda, IPS</p> <p>Designation: Directore General of Police, SCRB, Cyber Crime And Technical Services (Telecommunication and Technical), Rajasthan, Jaipur</p> <p>Address: 7th Floor, State Crime Records Bureau, Rajasthan Police Headquarters, Lal Kothi, Jaipur, Rajasthan 302015</p> <p>Email: stores.scrb@rajpolice.gov.in</p>
Subject Matter of Procurement	Selection of Agency for Training for “ Technical core group (DoIT&C and Police personnel) ”, Rajasthan
Bid Procedure	Single-stage: two parts (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest evaluated technically responsive agency will be awarded the Contract. Least Cost Based Selection (LCBS) – L1
Consortium	Consortium allowed for 2 bidders only
Websites for downloading Bidding Document, Corrigendum, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://www.police.rajasthan.gov.in Bidding Document Fee: Rs. 1000/- (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”. RISL Processing Fee: Rs.2000 (Rupees Two Thousand only) in BC/ DD in favour of “Managing Director, RISL” payable at “Jaipur”.
Estimated Procurement Cost	INR 1,03,84,000/-(In words One Crore, Three Lakhs and Eighty Four Thousand only)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> 2% of the estimated procurement cost 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 http://egras.raj.nic.in.
Period of download of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> Start Date: 04.08.2023 06:55 PM End Date: 24.08.2023 02:00 PM



Mode of Submission, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Mode of Submission: Online at e-Procurement website (Http://eproc.rajasthan.gov.in) Start Date: 04.08.2023 06:55 PM End Date: 24.08.2023 02:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> From 04.08.2023 06:55 PM to 24.08.2023 at 2:00 pm
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> Date: 24.08. 2023 at 4:00 pm. Place: Room No. 726, Conference Hall, SCRB, 7th floor, PHQ, Lal Kothi, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the technically qualified bidders
Bid Validity	30 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 60 days (30+30 days).
<p>Note:</p> <ol style="list-style-type: none"> The complete bidding document has been published on the website http://sppp.rajasthan.gov.in and www.police.rajasthan.gov.in for the purpose of downloading. Bidder (authorised signatory) shall submit their offer offline both for technical and financial proposal. 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. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids. 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. 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. 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

2.1 Introduction

Police department throughout the country are under the process of re-vamping their methods of operation and policing by leveraging the benefits of ICT (Information and Communication Technologies). Rajasthan Police is a leader in use of ICT in policing. There have been a lot of initiatives of Central and State level in this field and some centrally sponsored schemes, such as CCIS (Crime and Criminal Information System) till 2003, CIPA (Common Integrated Police Application) till 2017 and now CCTNS (Crime and Criminal Tracking Network & Systems), have already been implemented successfully in the state.

The customization of Core Application Software (CAS) of CCTNS and development of other satellite application around CCTNS CAS, is a continuous process and a standard approach of SDLC (Software Development Life Cycle) is being followed. Absence of proper framework and quality assurance may result in performance issues. Rajasthan Police, therefore, intends to develop its own sets of people and employ professional persons on a continuous basis for the regular upgradation/maintenance of CAS and development of other modules.

Rajasthan Police will continuously depend on smooth functioning of underlying IT system for its day-to-day functioning and citizen services. Therefore, there is a need to have an in-house capacity building of Rajasthan Police along with a team of private professionals to take charge of core IT functions.

2.2 Crime and Criminal Tracking Network & Systems (CCTNS)

CCTNS project was initiated in Rajasthan in the year 2012. The project was declared Go-live in March 2017 and currently is in Operation & Maintenance Phase.

Presently, the CCTNS Project is operational in 983 Police Stations and 350+ Higher Offices. In future, if any additional new Police Stations or Higher Office is operationalized in Rajasthan than the bidder needs to perform necessary configuration changes to add these new offices in Rajasthan CCTNS Project.

The CCTNS application software contains a “Core Application Software (CAS)” developed at NCRB premises and provided to States and UTs for deployment. The CCTNS Core Application Software (henceforth referred to as CAS) is configured, customized and deployed at all locations of Rajasthan Police as per the State’s requirement.

The State has also developed and deployed additional applications over and above the customized CAS.



3. PROJECT DETAILS

3.1 **Need for the Project**

Rajasthan Police intend to hire a total of about 10 full time trainers (4 master trainer and 6 lab assistant) having expertise in multiple technologies/ domains shall be required for trainings in various technologies/ domains for a period of 8 months. Out of the 10 trainers 4 trainers shall be experts in their respective field for training and 6 shall be providing for hands on training in CCTNS related application development and other technologies for full day.

3.2 **Vision and Objectives of the Project**

The information technology is playing a great role in transforming the business process of todays policing needs. Continuous updation of the IT systems require a dedicated team of IT personnel. The IT team should be a perfect mix of Technical and domain personnel alongwith experts. TCG is a step in the direction of building up in-house competent team to take care of all future IT requirements of Rajasthan police and also provide assistance in cyber security and in detection of crime specially in cyber crime using technical means to field units.



4. 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>The Bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & 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> <p>OR</p> <p>A company registered in start-up India</p> <p>Consortium of companies is allowed only in case that it is formed for this purpose only with a valid memorandum of understanding (MoU) duly executed.</p>	<p>Certified copy of the Certificates of Incorporation for companies issued by the Registrar of Companies and Memorandum & Articles of Association</p> <p>OR</p> <p>Certified copy of the Registration</p>
2.	Financial: Turnover from Training	Average Annual Turnover of the Bidder from IT training in India during each of the following three financial years, i.e., FY 2019-20 to 2021-22 (as per the last published audited balance sheet), should be at least Rs. 100 Lakhs.	CA certificate with CA's registration number and seal
3.	Financial: Net Worth	The average net worth of the Bidder of the following three financial years, i.e., FY 2019-20 to 2021-22 (as per the last published audited balance sheet), should be positive.	CA certificate with CA's registration number and seal
4.	Tax registration	The Bidder should be registered for:	Copies of relevant certificates of



S. No.	Basic Requirement	Specific Requirements	Documents Required
	and clearance	i. GST ii. PAN	registration. Copy of latest GST return / CA certification for no dues in this regard.
5.	Mandatory Undertaking	The Bidder: - 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; 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 into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings. c) should comply with the code of integrity as specified in the bidding document.	A self-certified letter as per Annexure-B: Self-Declaration
6.	Experience in Training	The bidder must have successfully executed/ executing at least One work order of 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. 2020-21, 2022-22,2022-23	Completion certificates from the client; OR Work order + Self certificate of completion (Certified by the statutory auditor); OR Work Order + Phase Completion Certificate from the client;
7.	Evaluation of Master trainers	1. Bidder has to provide panel of master trainers with the skills of each category	



S. No.	Basic Requirement	Specific Requirements	Documents Required
		<div><div><div>a. Java,</div><div>b. Database (MySQL)/ Data Analytics (SAS /Tableau, R/Python)</div><div>c. Server administration (Linux),</div><div>d. UI/UX (Angular)</div></div><div><div>2. These master trainers must go through interview/demo class by the panel of technical committee appointed by the Rajasthan Police. The technical committee must qualify the bidder based on its evaluation of the proposed master trainers.</div><div>3. The same master trainer must be deployed by the successful bidder.</div><div>4. For interview of candidates if any of candidates fail then immediately another trainer should be arranged by bidder immediately.</div><div>5. For short periods, classes by expert trainers from outside of pool will be permitted, they will be counted in Master trainer Man month</div></div></div>	

- 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-8: Instruction to bidders”; and

b. The procuring entity may require a bidder, who qualifies, to demonstrate its qualifications again in accordance with the same criteria used to qualify such bidder.

c. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so.

d. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.



5. **SCOPE OF WORK**

Rajasthan Police intends to hire the services from training institutions eligible to provide training to Technical Core Group (TCG) i,e to train personnel from Rajasthan Police and DoIT&C with the vision to strengthen the technical capability of personnel working in Rajasthan Police. The personnel from Rajasthan Police and DoIT&C need rigorous training before inducting to work on CCTNS and other IT related modules. The broad skill sets but not limited to the following are identified:

Sr. No.	Skill Set
1	Business Analyst
2	Technical Writer
3	Programming in Java/J2EE/.Net/Python
4	Web Designing
5	Graphic Designing/ UI/UX Designing
6	QA Manager (Bench Marker, product/process innovation/quality control/release management)
7	Security Audit
8	Quality Assurance (Functional Testing, Automated Testing, Performance and Load Testing)
9	Database Administrator Oracle/MS SQL/ My SQL
10	System/ Application Administrator/ Server Administrator/ Network Administrator
11	Cloud/ System Architect
12	SQL Developer
13	Big Data/ Data Management/ Data Quality and Transformation
14	Emerging Technology (AI&AM, AR/VR, Robotics)
15	Image and Video processing
16	Mobile App Developer (Andriod/IOS)
17	Data Analytics on SAS/Cognos/R & Python /BI
18	Project Management
19	DevOps

- Total of 80 man-months (4 master trainers * 8 months and 6 lab assistants * 8 months)
- The successful bidder needs to provide detailed training plan for commencement of training as per above heads.
- Lab assistant will be selected as per the criteria set on the qualification and experience and to be approved by Rajasthan Police.
- Change in master trainer during the contract period will go through the same process as mentioned in pre-qualification/ eligibility criteria.



- The successful bidder should provide training platform online to arrange classes of experts along with record facility or LMS. Rajasthan Police may choose to use its own tool.
- Online classes should be through prior approval from Rajasthan Police
- The online expert master trainer can be one or two trainer per day, but after prior approval from Rajasthan Police.
- The successful bidder will provide appropriate master trainers, lab assistants, study material (English /Hindi as per requirement) to the trainees for revising and referring the same during and after training.
- The training content will include (but not limited to) books, documents, demos, audio contents, training videos, practice exercises etc. (maximum content in soft copy).
- Online application for examination, monitoring the progress, assessment detail to be provided by the successful bidder.
- The successful bidder shall evaluate the effectiveness of all end user trainings using electronic or manual surveys.
- Training period would be approximate 8.5 hrs per day. (5 working days i.e Mon-Fri as per Rajasthan Govt, Calendar) with 30 mins lunch break.
- Trainings to be provided at below locations. The successful bidder to provide parallel trainings in these institutes
 - PHQ, Jaipur
 - RPA, Jaipur
 - Any other locations in Jaipur decided by Rajasthan Police
- Training schedule would be decided mutually by Rajasthan Police and successful Bidder.
- The training period can be increased on mutual consent on agreed terms.
- The successful bidder to support Rajasthan Police in installation of the required software, tools for the readiness of the training environment.
- An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by Rajasthan Police to monitor the progress of the training programme during the contract period.
- The performance of the training programme shall be reviewed by a Contract Monitoring Committee (CMC).
- Regular monitoring of the training shall be undertaken by the Contract Monitoring Committee (CMC).



- Atleast one review meeting fortnightly shall be held between the SPOC of the successful bidder and Contract Monitoring Committee (CMC) of Rajasthan Police to review the progress of the project through VC or physically

6. **Roles and responsibilities of Rajasthan Police**

- Provision of IT infrastructure
- Resources for training
- Provision of biometric devices for attendance

7. **Qualifications for trainers**

S. No.	Name of Resource	Qualification (Minimum)	Minimum No. of Years of Experience	Minimum Requirement
1.	Master Trainer	B. Tech./B.E/ MCA/ MSC (IT/ CS)/ Equivalent qualification or higher qualifications	3 Years	<ul style="list-style-type: none"> Should have overall experience in teaching/industry in respective field as mentioned in Pre-qualification/ eligibility criteria
2.	Lab Assistant	B. Tech./B.E MCA/MS (IT/ CS)/ BCA/ Equivalent qualification or higher qualifications	1 Year	Should have overall experience in teaching/industry in respective field as mentioned in Pre-qualification/ eligibility criteria



8. INSTRUCTION TO BIDDERS (ITB)

8.1 Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped as per NIB. The complete bidding document shall also be placed on the State Public Procurement Portal (<http://sppp.raj.nic.in>). The prospective bidders shall be permitted to download the bidding document from Rajasthan Police website (www.police.rajasthan.gov.in) and from State Public Procurement Portal and pay Bid document price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft or banker's cheque.
- c) The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal mentioned above.

8.2 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.
 - i). 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.
 - ii). 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.
- b) 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.

8.3 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.

8.4 Format and Signing of Bids

- a) Bidders must submit their bids offline at State Crime Records Bureau.
b) A Single stage Two part/ cover system shall be followed for the Bid: -
▪ Pre- Qualification,
▪ Financial Bid
c) The proposal shall consist of the following documents: -

S. No.	Documents Type	Document Format
Covering Letter		
1.	Covering Letter – Pre-qualification	On bidder’s letter head duly signed by authorized signatory (PDF)
Fee Details		
2.	Bidding document Fee (Tender Fee) and Bid Security	Instrument/ Proof of submission (PDF)
Pre-Qualification/Eligibility Documents		
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-B (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)



- d) 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

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

8.5 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.

8.6 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

8.7 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.

8.8 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 successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security Deposit or refunded if the successful bidder furnishes 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 successful bidder;
 - 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.

8.9 **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.



8.10 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.

8.11 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.

8.12 Evaluation/ Selection Method:

Lowest financially evaluated & technically responsive bidder shall be selected for award of contract.



8.13 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.

8.14 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.

8.15 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.

8.16 Evaluation & Tabulation of Financial Bids

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

- a) For two-part bid system, 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 offline 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 evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

8.17 Correction of Arithmetic Errors in Financial Bids

Annexure D sub clause 1 may be referred for this purpose.

8.18 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.

8.19 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.

8.20 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.

8.21 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.

8.22 Acceptance of the successful Bid and award of contract

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

8.23 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.

8.24 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.

8.25 Right to vary quantity

Annexure D sub clause 2 may be referred for this purpose.

8.26 Performance Security Deposit (PSD)

- a) Prior to execution of agreement, Performance Security Deposit (PSD) shall be solicited from the successful bidder, 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) Bidder shall submit the Performance Security Deposit (PSD) with in fifteen days of issue of LOI for entering in to contract as per the terms and conditions of this bidding document.
- c) The amount of performance security shall be 5% or as applicable of the project value. The Bid security of the selected bidder may be adjusted into the PSD during the contract period.
- d) The successful bidder shall convert the Bank Guarantee submitted as bid security into Performance Bank Guarantee at his own expenses.
- e) Refund of PSD: The PSD shall be refunded after three (03) months of the expiry of the contract period.
- f) 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
- g) Notice will be given to the bidder with reasonable time before Performance Security, deposited with Procuring Entity, is forfeited.
- h) No interest shall be payable on the deposited PSD
- i) 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.
- j) Performance security deposit furnished in the form specified in clause i) to v) of (i) 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.

8.27 Additional Performance Security

- a) In addition to Performance Security as specified in the RFP, an Additional Performance Security shall also be taken from the successful bidder 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 successful bidder 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.

8.28 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 successful bidder 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 successful bidder.
- 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.

8.29 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.

8.30 Confidentiality

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

8.31 Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - 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 who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - 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.

8.32 Code of Integrity for Bidders

Annexure A may be referred for this purpose.

8.33 Conflict of Interest

Annexure A may be referred for this purpose.



8.34 Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security 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.

8.35 Appeals

Annexure C may be referred for this purpose.

8.36 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.

8.37 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.

8.38 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.

8.39 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.

8.40 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.



9. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

6.1 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.

6.2 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 successful Bidder 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.

6.3 Language

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.

- 6.4 The successful bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6.5 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.



6.6 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.

6.7 Contract Price

- 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.
- 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.

6.8 Recoveries from Successful Bidder

- Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills.
- 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.
- In case, recovery is not possible recourse will be taken under RTTP Act 2012 & rules 2013 or any other law in force.

6.9 Taxes & Duties

- The TDS, GST etc., if applicable, shall be deducted at source/ paid by Purchaser as per prevailing rates.
- 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.
- 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.
- 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.



6.10 Intellectual Property Rights

Product Fixes

All products and related solutions and fixes provided pursuant to this contract shall be licensed according to the terms of the license contract packaged with or otherwise applicable to such product. The successful bidder would be responsible for arranging any licenses associated with products without any additional cost to the Purchaser. "Product" means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Purchaser for license which is published by product owner or its affiliates, or a third party. "Fixes" means product fixes that are either released generally (such as commercial product service packs) or that are provided to successful bidder when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

Bespoke development

The IPR (Intellectual Property Rights) rights for any bespoke development done during the implementation of the project will lie with Purchaser. Any customization in the Application based on the requirements of the Purchaser, the source code of the customized Application shall be the property of the Purchaser.

Pre-existing work

All IPR including the source code and materials (other than products or fixes) developed or otherwise obtained independently of the efforts of a party under this contract ("pre-existing work") shall remain the sole property of that party. During the performance of the services for this contract, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the successful bidder should grant Purchaser a non-exclusive, enterprise wide, fully paid-up enterprise edition license(s) to use, reproduce and modify (if applicable) the pre-existing work in the form delivered to Purchaser as part of the service deliverables only for its internal business operations.

Purchaser's license to pre-existing work is conditioned upon its compliance with the terms of this contract and the enterprise wide license for unlimited number of users applies solely to the pre-existing work that bidder leaves with Purchaser at the conclusion of performance of the services

6.11 Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Successful Bidder herein shall remain vested in the Successful Bidder, or, if they are furnished to the Purchaser directly or through the Successful Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.



6.12 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.

6.13 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.



6.14 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.

6.15 Penalty

The Service Level Agreement (SLA) as chapter 10 of RFP, would be imposed on the successful bidder for any deviation from agreed performance benchmarks.

6.16 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.

6.17 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.

6.18 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.

6.19 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 Defense 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 Defense;
 - iii. If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense 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).

6.20 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, labor 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

- 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.

6.21 Change Orders and Contract Amendments

- 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: -
 - drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - the method of shipment or packing;
 - the place of delivery; and
 - the related services to be provided by the Successful Bidder.
- 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.
- 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.



6.22 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 Bidders 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.



6.23 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.

6.24 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.

6.25 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.

6.26 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.



6.27 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.

6.28 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.

6.29 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.

6.30 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.

6.31 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.



FINAL REF



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 favorable 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.
- 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;
 - 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;
 - (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;
 - 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.



10. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

Payment Terms and Schedule

Activity	Deliverables/ Supporting documents	Payment
Submission of monthly training report	Following documents to be submitted along with invoice: <ul style="list-style-type: none">Monthly training reportMonthly Attendance of master trainer and lab assistantAll attendance report shall be biometric based	<ul style="list-style-type: none">On completion of calendar month, in proportionate to total master trainers and lab assistant available

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 master trainers and lab assistants 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
Master Trainer		
1	First time deployment	<ol style="list-style-type: none">1. The Successful bidder should provide approved Master Trainer to Rajasthan Police within thirty (30) days of signing of contract. In case of successful bidder fails to deploy trainer within time frame, of 30-45 days, a penalty @Rs. 500/- per day would be applicable.2. After 45 days penalty @Rs. 2000/- per day will be imposed.
2	Non-performance/ resignation/quit	<ol style="list-style-type: none">1. Trainees will provide feedback on the trainer as per the syllabus/content. If the trainees are not satisfied with the trainer, then as per the feedback for non-performance by the trainer, the successful bidder must replace the trainer within 15 working days from the date of written communication by the Rajasthan Police. In case of successful bidder fails to deploy trainer within time frame, of 15-30 days, a penalty @Rs. 500/- per day would be applicable.2. After 30 days penalty @Rs. 2000/- per day will be imposed.
3	Absenteeism	<ol style="list-style-type: none">1. The Master trainer should have minimum 20 days mandate attendance every calendar month. In case master trainer fails to be present on the mandate days, penalty @Rs. 2000/- per day would be applicable. For example: if the master trainer is present for 18 days instead of 20 days, then 2 days penalty @2000*2=4000/- will be imposed for non-availability of master trainer for 2 days.2. In case approved backup master trainer is provided in replacement of the regular master trainer, then there will be no penalty



Lab Assistant		
1	First time deployment	<ol style="list-style-type: none"> The Successful bidder should provide approved Lab assistant to Rajasthan Police within thirty (30) days of signing of contract. In case of successful bidder fails to deploy lab assistant within time frame, of 30-45 days, a penalty @Rs. 200/- per day would be applicable. After 45 days penalty @Rs. 1000/- per day will be imposed.
2	Non-performance/ resignation/quit	<ol style="list-style-type: none"> Trainees will provide feedback on the lab assistant as per the syllabus/content. If the trainees are not satisfied with the lab assistant, then as per the feedback for non-performance, the successful bidder must replace the lab assistant within 15 working days from the date of written communication by the Rajasthan Police. In case of successful bidder fails to deploy trainer within time frame, of 15-30 days, a penalty @Rs. 200/- per day would be applicable. After 30 days penalty @Rs. 1000/- per day will be imposed.
3	Absenteeism	<ol style="list-style-type: none"> The Lab assistant should have minimum 20 days mandate attendance every month. In case lab assistant fails to be present on the mandate days, penalty @Rs. 1000/- per day would be applicable. For example: if the lab assistant is present for 18 days instead of 20 days, then 2 days penalty @1000*2=2000/- will be imposed for non-availability of lab assistant for 2 days. In case approved backup lab assistant is provided in replacement of the regular lab assistant, then there will be no penalty



11. 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 to 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.



ANNEXURE A: COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in 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;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of interest.

A conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- (i) 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. Have controlling partners/ shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purposes of the Bid ;or
 - d. 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 Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.



ANNEXURE B: 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 C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is Director General of Police, Rajasthan

The designation and address of the Second Appellate Authority is Principal Secretary, Home, Rajasthan

(1) Filling an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful 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 Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- (a) Determination of need of procurement.
- (b) Provisions limiting participation of Bidders in the Bid process.
- (c) The decision of whether or not to enter into negotiations.
- (d) Cancellation of a procurement process.
- (e) Applicability of the provisions of confidentiality.



(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall –
 - i). hear all the parties to appeal present before him: and
 - ii). peruse or inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.



Form No.1

(See rule 83)

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement
Act, 2012

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

Before the(First/ Second Appellate Authority)

1. Particulars of appellant :
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent (s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which he appellant is aggrieved :
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative :
5. Number of affidavits and documents enclosed with the appeal :
6. Grounds of appeal:
.....
(Supported by an affidavit)
7. Prayer :

Place

Date

Appellant's Signature



ANNEXURE D: ADDITIONAL CONDITIONS OF CONTRACT-

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

- i). 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 Procuring Entity 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.
- ii). 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
- iii). 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 (i) and (ii) above

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i). If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii). Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.



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: _____



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

I / We undertake, if our bid is accepted, to 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 Description	No. of Trainers	Total no of man-months	Base Price per man month (In Rs.)	Applicable GST (in %)	GST Amount (in Rs.)	Total amount (In Rs.) (Inclusive of GST)
1	2	3	4	5	6	7	8=(5+7)*4*3
1.	Master Trainers for Training of TCG	4	8				
2.	Lab assistant for Training of TCG	6	8				
Total in Figures							
Total in Words							



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

FINAL REF



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 _____, 2023 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



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.

- 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.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of _____, 2023.

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



<div>()</div> <div>Designation:</div> <div>Company:</div>	<div>()</div> <div>Designation:</div> <div>Rajasthan Police through State Crime</div> <div>Records Bureau, Rajasthan</div>
<div>()</div> <div>Designation:</div> <div>Company:</div>	<div>()</div> <div>Designation:</div> <div>Rajasthan Police through State Crime</div> <div>Records Bureau, Rajasthan</div>

** 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.

