RajCOMP Info Services Limited (RISL)

RFP for Implementation of Unified Communication Gateway (e-Sanchar 2.0)
# Table of Contents

ABBREVIATIONS & DEFINITIONS ........................................................................................................................................ 7

1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB) .................................................................................. 11

2. PROJECT PROFILE & BACKGROUND INFORMATION ............................................................................................... 13
   1) Project Profile 13
   2) About the Department 13

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA .............................................................................................................. 14

4. SCOPE OF WORK, DELIVERABLES & TIMELINES ........................................................................................................ 15
   4.1. Details of work (SoW) 15
       4.1.1. Design, Develop, Customization, Testing, Integration and deployment of Unified Communication Gateway: 15
       4.1.2. Connectivity 20
       4.1.3. System Integration and Commissioning (Go Live) 21
       4.1.4. Operation and Maintenance (O&M) 21
       4.1.5. Third Party Audit (TPA) 26
   4.2. Project Duration: 26

4.3. Roles & Responsibilities of Stakeholders/ SI ................................................................................................................ 27
   4.3.1. Responsibilities of RISL: 27
   4.3.2. Roles of RSDC: 27

4.4. Project Deliverables, Milestones & Time Schedule 29

5. INSTRUCTION TO BIDDERS (ITB) ................................................................................................................................. 34
   1) Sale of Bidding/ Tender Documents 34
   2) Pre-bid Meeting/ Clarifications 34
   3) Changes in the Bidding Document 34
   4) Period of Validity of Bids 35
   5) Format and Signing of Bids 35
   6) Cost & Language of Bidding 36
   7) Alternative/ Multiple Bids 37
   8) Bid Security 37
   9) Deadline for the submission of Bids 38
   10) Withdrawal, Substitution, and Modification of Bids 39
   11) Opening of Bids 39
   12) Selection Method: 40
   13) Clarification of Bids 40
14) Evaluation & Tabulation of Technical Bids
15) Evaluation & Tabulation of Financial Bids
16) Correction of Arithmetic Errors in Financial Bids
17) Comparison of rates of firms outside and those in Rajasthan
18) Price/ purchase preference in evaluation
1) Negotiations
2) Exclusion of Bids/ Disqualification
3) Lack of competition
4) Acceptance of the successful Bid and award of contract
5) Information and publication of award
6) Procuring entity's right to accept or reject any or all Bids
7) Right to vary quantity
3) Performance Security
4) Execution of agreement
5) Confidentiality
6) Cancellation of procurement process
7) Code of Integrity for Bidders
8) Interference with Procurement Process
9) Appeals
10) Stay of procurement proceedings
11) Vexatious Appeals & Complaints
12) Offenses by Firms/ Companies
13) Debarment from Bidding
14) Monitoring of Contract

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT.................................59
Definitions
1) Contract Documents
2) Interpretation
3) Language
4) Joint Venture, Consortium or Association
5) Eligible Goods and Related Services
6) Notices
7) Governing Law
8) Scope of Supply
9) Delivery & Installation
10) Supplier's/ Selected Bidder's Responsibilities
11) Purchaser's Responsibilities
12) Contract Price
13) Recoveries from Supplier/ Selected Bidder ......................................................... 64
14) Taxes & Duties ...................................................................................................... 64
15) Copyright/ Intellectual Property Rights (IPR) ..................................................... 65
16) Confidential Information ..................................................................................... 65
17) Sub-contracting .................................................................................................... 66
18) Specifications and Standards ............................................................................... 66
19) Packing and Documents ...................................................................................... 67
20) Insurance ............................................................................................................. 67
21) Transportation ...................................................................................................... 67
22) Inspection ............................................................................................................. 68
23) Samples ............................................................................................................... 68
24) Draw of Samples .................................................................................................. 69
25) Testing charges .................................................................................................... 69
26) Rejection .............................................................................................................. 69
27) Extension in Delivery Period and Liquidated Damages (LD) .................................. 70
28) Authenticity of Equipment ................................................................................... 71
29) Warranty .............................................................................................................. 72
30) Patent Indemnity .................................................................................................. 73
31) Limitation of Liability .......................................................................................... 74
32) Force Majeure ...................................................................................................... 74
33) Change Orders and Contract Amendments ....................................................... 75
34) Termination ......................................................................................................... 75
   a) Termination for Default ....................................................................................... 75
   b) Termination for Insolvency .................................................................................. 76
   c) Termination for Convenience ............................................................................. 76
35) Exit Management [to be updated by the POIC as per project] ............................... 76
36) Settlement of Disputes .......................................................................................... 80
7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT................................. 82
   1) Payment Terms and Schedule ........................................................................... 82
   2) Service Level Standards/ Requirements/ Agreement .......................................... 82
      2.1. Definitions: ................................................................................................... 82
      2.2. Interpretations. ............................................................................................... 82
   3) Change Requests/ Management ......................................................................... 88
ANNEXURE-1: BILL OF MATERIAL (BoM) .................................................................. 91
ANNEXURE-2: PRE-BID QUERIES FORMAT ................................................................ 94
ANNEXURE-3: BIDDER’S AUTHORIZATION CERTIFICATE [TO BE FILLED BY THE BIDDER] ......................................................................................... 95
ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION [TO BE FILLED BY THE BIDDER] ................................................................. 96
ANNEXURE-5: MANUFACTURER’S AUTHORIZATION FORM (MAF) [TO BE FILLED BY THE OEMS] .......................................................... 97
ANNEXURE-6: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS ........................................... 98
{TO BE FILLED BY THE BIDDER (On Rs. 100/- NON-JUDICIAL STAMP PAPER)} ........................................... 98
ANNEXURE-7: FINANCIAL BID COVER LETTER & FORMAT ........................................................................ 99
COVER LETTER {TO BE SUBMITTED BY THE BIDDER ON HIS LETTER HEAD} ........................................... 99
ANNEXURE-8: BANK GUARANTEE FORMAT {TO BE SUBMITTED BY THE BIDDER’S BANK} .......... 105
ANNEXURE-9: DRAFT AGREEMENT FORMAT {TO BE MUTUALLY SIGNED BY SELECTED BIDDER AND
PROCURING ENTITY} ................................................................................................................................. 110
ANNEXURE-10: COMPONENTS OFFERED – BOM ................................................................................... 119
ANNEXURE-11: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR TECHNICAL
EVALUATION ............................................................................................................................................... 121
ANNEXURE-12: FORMAT FOR CONSORTIUM AGREEMENT .................................................................... 122
ANNEXURE-13: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012 ......................................... 125
ANNEXURE 14: INDICATIVE FUNCTIONAL REQUIREMENT SPECIFICATIONS: ................................. 126
ANNEXURE 15: MINIMUM QUALIFICATION OF THE RESOURCES: ....................................................... 138
ANNEXURE 16: FORMAT FOR CVs OF ONSITE RESOURCES ................................................................. 139
ANNEXURE 17: TEMPLATE FOR COMMISSIONING CERTIFICATE ............................................................. 141
ANNEXURE-18: SIZING & DEPLOYMENT DETAILS .................................................................................. 142
ANNEXURE 19: COVERING LETTER OF THE BID .................................................................................. 143
ANNEXURE 20: TENDER FORM ............................................................................................................... 144
Draft Request for Proposal (RFP) Document for
Implementation of Unified Communication Gateway (e-Sanchar 2.0)

Reference No. F4.3(177)/RISL/Tech/16/4654 dated: 15.09.2016

Mode of Bid Submission | Online though eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority | Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting | 26.09.2016 at 3:00 PM
Last Date & Time of Submission of Bid | 17.10.2016 at 3:00 PM
Date & Time of Opening of Technical Bid | 17.10.2016 at 4:00 PM

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

Name of the Bidding Company/ Firm: RaCOMP Info Services Ltd.
Contact Person (Authorised Bid Signatory): Pawan Kumar Jangid, ACP(DD)
Correspondence Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Mobile No. | +91.9462778507
Telephone & Fax Nos.: Website & E-Mail: pkjangid.doit@rajasthan.gov.in

RajCOMP Info Services Limited (RISL)
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)
Phone: 0141- 5103902 Fax: 0141-2228701
Web: http://risl.rajasthan.gov.in, Email: pkjangid.doit@rajasthan.gov.in
### ABBREVIATIONS & DEFINITIONS

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Act</td>
<td>The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto</td>
</tr>
<tr>
<td>ACD</td>
<td>Automatic Call Distribution</td>
</tr>
<tr>
<td>API</td>
<td>Application Programming Interface</td>
</tr>
<tr>
<td>ASR</td>
<td>Automatic Speech Recognition</td>
</tr>
<tr>
<td>Authorised Signatory</td>
<td>The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.</td>
</tr>
<tr>
<td>BG</td>
<td>Bank Guarantee</td>
</tr>
<tr>
<td>Bid/ eBid</td>
<td>A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format</td>
</tr>
<tr>
<td>Bid Security</td>
<td>A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.</td>
</tr>
<tr>
<td>Bidder</td>
<td>Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity</td>
</tr>
<tr>
<td>Bidding Document</td>
<td>Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid</td>
</tr>
<tr>
<td>BoM</td>
<td>Bill of Material</td>
</tr>
<tr>
<td>CCC</td>
<td>Citizen Contact Centre</td>
</tr>
<tr>
<td>CIMD</td>
<td>Computer Interface to Message Distribution</td>
</tr>
<tr>
<td>CMC</td>
<td>Contract Monitoring Committee</td>
</tr>
<tr>
<td>Competent Authority</td>
<td>An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.</td>
</tr>
<tr>
<td>Contract/ Procurement Contract</td>
<td>A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement</td>
</tr>
<tr>
<td>Contract/ Project Period</td>
<td>The Contract/ Project Period shall commence from the date of issue of Work order till 2 Years of Operations &amp; Maintenance Services after commissioning of the project.</td>
</tr>
<tr>
<td>COTS</td>
<td>Commercial Off The Shelf Software</td>
</tr>
<tr>
<td>CRM</td>
<td>Customer Relationship Management</td>
</tr>
<tr>
<td><strong>Day</strong></td>
<td>A calendar day as per GoR/ GoI.</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------</td>
</tr>
<tr>
<td><strong>DeitY, GoI</strong></td>
<td>Department of Electronics and Information Technology, Government of India</td>
</tr>
<tr>
<td><strong>DoIT&amp;C</strong></td>
<td>Department of Information Technology and Communications, Government of Rajasthan</td>
</tr>
<tr>
<td><strong>DND</strong></td>
<td>Do Not Disturb</td>
</tr>
<tr>
<td><strong>DTMF</strong></td>
<td>Dual Tone Multi Frequency</td>
</tr>
<tr>
<td><strong>ESB</strong></td>
<td>Enterprise Service Bus</td>
</tr>
<tr>
<td><strong>FAT</strong></td>
<td>Final Acceptance Test</td>
</tr>
<tr>
<td><strong>FOR/ FOB</strong></td>
<td>Free on Board or Freight on Board</td>
</tr>
<tr>
<td><strong>FMS</strong></td>
<td>Facility Management Services</td>
</tr>
<tr>
<td><strong>FRS</strong></td>
<td>Functional Requirement Specification</td>
</tr>
<tr>
<td><strong>GoI/ GoR</strong></td>
<td>Govt. of India/ Govt. of Rajasthan</td>
</tr>
<tr>
<td><strong>Goods</strong></td>
<td>All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves</td>
</tr>
<tr>
<td><strong>GSM</strong></td>
<td>Global System for Mobile communication</td>
</tr>
<tr>
<td><strong>ICT</strong></td>
<td>Information and Communication Technology.</td>
</tr>
<tr>
<td><strong>IFB</strong></td>
<td>Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)</td>
</tr>
<tr>
<td><strong>INR</strong></td>
<td>Indian Rupee</td>
</tr>
<tr>
<td><strong>ISI</strong></td>
<td>Indian Standards Institution</td>
</tr>
<tr>
<td><strong>ISO</strong></td>
<td>International Organisation for Standardisation</td>
</tr>
<tr>
<td><strong>ISDN</strong></td>
<td>Integrated Services Digital Network</td>
</tr>
<tr>
<td><strong>IT</strong></td>
<td>Information Technology</td>
</tr>
<tr>
<td><strong>ITB</strong></td>
<td>Instruction to Bidders</td>
</tr>
<tr>
<td><strong>IVRS</strong></td>
<td>Interactive Voice Response /System</td>
</tr>
<tr>
<td><strong>LD</strong></td>
<td>Liquidated Damages</td>
</tr>
<tr>
<td><strong>LoI</strong></td>
<td>Letter of Intent</td>
</tr>
<tr>
<td><strong>MIS</strong></td>
<td>Management Information System</td>
</tr>
<tr>
<td><strong>NCB</strong></td>
<td>A bidding process in which qualified bidders only from within India are allowed to participate</td>
</tr>
<tr>
<td><strong>NeGP</strong></td>
<td>National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.</td>
</tr>
<tr>
<td><strong>NIB</strong></td>
<td>Notice Inviting Bid</td>
</tr>
<tr>
<td><strong>Notification</strong></td>
<td>A notification published in the Official Gazette</td>
</tr>
<tr>
<td><strong>OEM</strong></td>
<td>Original Equipment Manufacturer</td>
</tr>
<tr>
<td><strong>O&amp;M</strong></td>
<td>Operations and Maintenance</td>
</tr>
<tr>
<td><strong>PAN</strong></td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td><strong>PBG</strong></td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td><strong>PC</strong></td>
<td>Procurement/ Purchase Committee</td>
</tr>
<tr>
<td><strong>PQ</strong></td>
<td>Pre-Qualification</td>
</tr>
<tr>
<td><strong>Procurement Process</strong></td>
<td>The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be</td>
</tr>
<tr>
<td><strong>Procurement/ Public Procurement</strong></td>
<td>The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly</td>
</tr>
<tr>
<td><strong>Project Site</strong></td>
<td>Wherever applicable, means the designated place or places.</td>
</tr>
<tr>
<td><strong>PSD/ SD</strong></td>
<td>Performance Security Deposit/ Security Deposit</td>
</tr>
<tr>
<td><strong>Purchaser/ Tendering Authority/ Procuring Entity</strong></td>
<td>Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer, RISL in this RFP document.</td>
</tr>
<tr>
<td><strong>RajSWAN/ RSWAN</strong></td>
<td>Rajasthan State Wide Area Network</td>
</tr>
<tr>
<td><strong>RISL</strong></td>
<td>RajCOMP Info Services Limited</td>
</tr>
<tr>
<td><strong>RSDC</strong></td>
<td>Rajasthan State Data Centre, New IT Building, Jaipur</td>
</tr>
<tr>
<td><strong>RVAT</strong></td>
<td>Rajasthan Value Added Tax</td>
</tr>
<tr>
<td><strong>SAN</strong></td>
<td>Storage Area Network</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity</td>
</tr>
<tr>
<td><strong>SMPP</strong></td>
<td>Short Message Peer-to-Peer</td>
</tr>
<tr>
<td><strong>Abbreviation</strong></td>
<td><strong>Description</strong></td>
</tr>
<tr>
<td>------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>SMS</td>
<td>Short Message Service</td>
</tr>
<tr>
<td>SMSC</td>
<td>Short Message Service Centre</td>
</tr>
<tr>
<td>SLA</td>
<td>Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.</td>
</tr>
<tr>
<td>SI</td>
<td>System Integrator</td>
</tr>
<tr>
<td>SSDG</td>
<td>State Services Delivery Gateway</td>
</tr>
<tr>
<td>SSO</td>
<td>Single Sign On</td>
</tr>
<tr>
<td>State Government</td>
<td>Government of Rajasthan (GoR)</td>
</tr>
<tr>
<td>SRS</td>
<td>System Requirements Specification</td>
</tr>
<tr>
<td>State Public Procurement Portal</td>
<td><a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a></td>
</tr>
<tr>
<td>STQC</td>
<td>Standardisation Testing and Quality Certification, Govt. of India</td>
</tr>
<tr>
<td>Subject Matter of Procurement</td>
<td>Any item of procurement whether in the form of goods, services or works</td>
</tr>
<tr>
<td>TCP</td>
<td>Transmission Control Protocol</td>
</tr>
<tr>
<td>TIN</td>
<td>Tax Identification Number</td>
</tr>
<tr>
<td>TPA</td>
<td>Third Party Auditors</td>
</tr>
<tr>
<td>TPS</td>
<td>Transactions Per Second</td>
</tr>
<tr>
<td>TTS</td>
<td>Text To Speech</td>
</tr>
<tr>
<td>UAT</td>
<td>User Acceptance Testing</td>
</tr>
<tr>
<td>UDP</td>
<td>User Datagram Protocol</td>
</tr>
<tr>
<td>USSD</td>
<td>Unstructured Supplementary Service Data</td>
</tr>
<tr>
<td>VAT/ CenVAT</td>
<td>Value Added Tax/ Central VAT</td>
</tr>
<tr>
<td>VXML</td>
<td>Voice Extensible Markup Language</td>
</tr>
<tr>
<td>WO/ PO</td>
<td>Work Order/ Purchase Order</td>
</tr>
<tr>
<td>WAP</td>
<td>Wireless Application Protocol</td>
</tr>
<tr>
<td>XML</td>
<td>Extensible Markup Language</td>
</tr>
</tbody>
</table>
1. **INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

| Name & Address of the Procuring Entity | Name: RajCOMP Info Services Limited (RISL)  
Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) |
|---------------------------------------|-----------------------------------------|
| Name & Address of the Project Officer In-charge (POIC) | Name: Sh. Pawan Kumar Jangid  
Designation: Analyst Cum Programmer (Dy. Director)  
Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)  
Email: pkjangid.dot@rajasthan.gov.in |
| Subject Matter of Procurement | Implementation of "Unified Communication gateway" including solutions such as USSD/ SMS/ Outbound Calling/ IVRS/ ASR/ Voice Biometrics/ Voice Transcription etc. at the premises of RISL which could be used as a service by various stakeholders of the Rajasthan government |
| Bid Procedure | Two-stage: two part (envelop) eBid procedure at [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in) for the qualified bidders at the Eot stage vide Eot no.: F.4.3(177)/RISL/Tech/16/121 dated: 29.02.2016 |
| Bid Evaluation Criteria (Selection Method) | Least Cost Based Selection (LCBS)-L1 |
| Estimated Procurement Cost | Rs 26 Cr |
| Bid Security and Mode of Payment | Amount (INR): 52 lacs, 13 Lacs for S.S.I. of Rajasthan, 26 Lacs for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction  
Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format) of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur" |
| Period of Sale of Bidding Document (Start/ End Date) | From 16.09.2016 12.00 PM to 17.10.2016 2:00 PM |
| Date/ Time/ Place of Pre-bid Meeting | Date/ Time: 26.09.2016 3:00 PM  
Place: 1st floor, Yojana Bhawan  
Last date of submitting clarifications requests by the bidder: 5.00 PM on 25.09.2016 |
| Manner, Start/ End Date for the submission of Bids | Manner: Online at eProc website ([http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in))  
Start Date: 17.09.2016  
End Date: 17.10.2016, by 3:00 PM |
| Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee* | Up to 2.30 PM on 17.10.2016 |
Date/ Time/ Place of Technical Bid Opening

- Date: 17.10.2016
- Time: 4.00 PM
- Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Date/ Time/ Place of Financial Bid Opening

Will be intimated later to the Technically qualified bidders

Bid Validity

90 days from the bid submission deadline

Note:

1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.

2) * In case, any of the bidders fails to physically submit the Banker’s Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to <time> on <date>, its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of “Managing Director, RajCOMP Info Services Ltd.” payable at “Jaipur” from any Scheduled Commercial Bank.

3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

5) Bidders are also advised to refer “Bidders Manual Kit” available at e-Procurement website for further details about the e-Tendering process.

6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C. GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
   Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
   e-mail: eproc@rajasthan.gov.in
   Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.

8) 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.

9) 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.

10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

Managing Director
2. PROJECT PROFILE & BACKGROUND INFORMATION

1) Project Profile

- Government of Rajasthan has been dedicated to implement a transparent and accountable governance and with this intention Rajasthan has become one of the pioneer states in implementing lots of innovative solutions for the benefit of citizens.

- In its bid to increase its reach to the citizens, Rajasthan Government intends to leverage the benefits of ICT and implement state of the art solution to enhance the effectiveness of various schemes launched.

- To fulfill the above requirement the state government is planning to implement an “unified communication gateway” involving SMS/ USSD/ IVRS/ outbound calling/ voice transcription etc. solutions which can be utilized as a service by various ongoing and upcoming projects to provide innovative modes to citizens to interact with the government.

- RajCOMP Info Services Ltd. has been identified as the implementation agency for this project.

2) About the Department

- RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan.

- RISL is designated State Designated Agency (SDA) for implementation of NeGP Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State’s Mission Mode Projects (MMPs) and Facilitate State Government for implementing e-Procurement Project.

- RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users).
3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

Bidders who participated in the EoI stage and who have been declared qualified are only eligible to submit their proposal for further evaluation during this RFP stage. List of these bidders are as:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Altruist Technologies Private Limited</td>
</tr>
<tr>
<td>2</td>
<td>Bharti Airtel Limited</td>
</tr>
<tr>
<td>3</td>
<td>Eurys Infosystems Private Limited</td>
</tr>
<tr>
<td>4</td>
<td>Inspira Enterprises India Private Limited</td>
</tr>
<tr>
<td>5</td>
<td>Larsen &amp; Toubro Limited</td>
</tr>
<tr>
<td>6</td>
<td>Orange Business Services</td>
</tr>
<tr>
<td>7</td>
<td>Raj IT Solutions Private Limited</td>
</tr>
<tr>
<td>8</td>
<td>Servion T Global Solutions</td>
</tr>
<tr>
<td>9</td>
<td>Spice Digital Limited</td>
</tr>
<tr>
<td>10</td>
<td>Tech Mahindra Limited</td>
</tr>
<tr>
<td>11</td>
<td>Wipro Limited</td>
</tr>
</tbody>
</table>
4. SCOPE OF WORK, DELIVERABLES & TIMELINES

4.1. Details of work (SoW)

The primary scope of the work is to design, develop, implement and support a unified communication gateway for Government of Rajasthan. The bidder shall be responsible to undertake various Phase wise project related activities which are broadly mentioned in the following:

- Design, Develop, Customization, Testing, Integration and deployment of Unified Communication Gateway
- System Integration and Commissioning (Go-Live)
- Operations and Maintenance

4.1.1. Design, Develop, Customization, Testing, Integration and deployment of Unified Communication Gateway:

The System Integrator needs to ensure the application development process as per the standard life cycle of Software Development. The SI shall carry out the following activities during application development and integration.

i. Brief Description of the Unified Communication Gateway:

The Unified Communication Gateway platform shall have following independent components:

a) SMS Gateway
b) Outbound Calling System
c) IVR System
d) USSD System
e) Voice Biometrics
f) Voice Transcription

These components are expected to be functional at independent level but will provide their API/Service interfaces to perform actions through them.

It has been envisaged that these components will be lying in a core component layer. Over this layer, a wrapper layer will be provided with the software modules for each of the core component. These modules will provide APIs/Services for various actions related to them.

These APIs/Services will also be hosted in the Raj Sewa Dwar (Enterprise Service Bus), which is a centralized service platform to host and distribute the web services for different applications.

An indicative architecture for the arrangement of these core components and their software modules is as follows:
The indicative functional requirement specifications (FRS) of each of the above components are attached as Annexure-14.

ii. **System Requirement Study:**

The SI shall carry out a detailed systems study to refine the Functional Requirements Specifications (FRS) provided as Annexure titled Indicative Functional Requirement Specification to this RFP and formulate the System Requirements Specifications (SRS).

Under this category of the scope the SI will be responsible for the following:

a) Finalization of Functional Requirement Specification

b) Preparation of System requirement Specification (SRS) as per the latest IEEE template

c) Preparation of other documents, project reports as required

d) During the system study the SI shall also propose the connectivity/ bandwidth requirement along with the network deployment architecture for smooth implementation of the unified communication gateway solution.
iii. Design, Development and customization of “Unified Communication Gateway”:

Selected Bidder shall be responsible for Design, Develop, Customization, Testing and Deployment of Unified Communication Gateway solution.

Detailed indicative functional requirements and functional design of the Unified Communication Gateway solution is given in Annexure-titled Indicative Functional Requirement Specification, of the RFP.

The bidder shall be responsible for studying the existing e-Sanchar and i-Facts applications which need to be enhanced and also included as a part of the Unified Communication Gateway Solution.

The stack for design/ develop, customization and deployment of Unified Communication Gateway solution which are available with DoIT&C/ RISL at the RSDC are given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item Description</th>
<th>Products Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>Application Service</td>
<td>IBM Websphere Application Server / Windows Server</td>
</tr>
<tr>
<td>2)</td>
<td>Web Server</td>
<td>IBM Websphere Application Server / Windows Server</td>
</tr>
<tr>
<td>3)</td>
<td>Database Server</td>
<td>Oracle Server / SQL Server/ PostgreSQL</td>
</tr>
</tbody>
</table>

These above mentioned components shall be provided by RISL/ RSDC/ DoIT&C and bidder need not include the cost of these products in the financial bid. Bidder needs to however provide quote for other components to be used in their application in the financial bid.

Selected Bidder shall be responsible for the following:

Preparation of Software Design Document including Class Diagram, ER Diagram/ Database table structure, Traceability Matrix etc.

a) The bidder shall prepare & submit System Design Document (SDD) / Process Design Report based on principles of enterprise and service oriented architecture to provide for a secure and scalable solution. The design should be modular. SI shall submit the SDD including
   → Solution Architecture
   → Application Architecture
   → Network Architecture
   → Security Architecture
   → Deployment Architecture
   → Database Design – tables, stored procedures, functions etc.
   → Brief Description of Modules/ Screen/ Functionality
b) An industry standard methodology should be adopted for Software Engineering, covering the entire SDLC (Software Development Life Cycle).

c) The bidder shall be responsible for

i). The solution should have all the provisions and functionalities as per the requirements of RISL. Indicative functionalities are mentioned in the Annexure titled Indicative Functional Requirement Specifications.

ii). Development of necessary interfaces (web services and APIs) for integration and providing necessary services to other databases/applications

iii). To maintain information security during transaction the developed application should support both HTTP and HTTPS (SSL certificate to be deployed by the bidder on the Web/Application Server for the entire project duration).

iv). The Solution must have integrated security/monitoring feature of Digital Time and User Stamping of each transaction

d) Audit trail should be maintained, all deleted & edited records should be traceable and copy of all editions/deletions should be available with MIS reporting of the same. The audit trail should be preserve in securely and No user other than authorise should be allowed to modify audit record.

e) The SI shall have to maintain a web based online call log register with all the necessary details/references and submit the report from same to the nodal officer as and when required.

f) The SI would be required to provide version control and archiving facility for database and solution platform as strict version control is necessary for legal accountability, and disaster recovery. Versioning should also allow contributors to know whether team is working with the latest version, and allow them to merge changes made in separate versions when needed.

g) Deployment of Resources:

All necessary resources required for smooth implementation of this Unified Communication Gateway shall be deployed onsite

iv. Software testing of the Unified gateway Solution

i. The cost of the testing (other than Third Party auditing) shall be borne by the bidder

ii. The selected bidder shall be responsible for the following:

→ Conducting testing of various components/modules of the software developed, as per the latest version of the IEEE 730 standards.

→ Designing the Testing strategy, Test Cases

→ Obtaining sign-off on testing approach and plan.
v. Deployment and Configuration of Unified Communication Gateway Solution
   a) The bidder shall obtain Safe to Host Certificate (on his cost from the agencies empanelled by cert.in, GoI)
   b) The selected SI shall be provided with required infrastructure at Rajasthan State Data Centre (RSDC) to host application. The list of Infrastructure hardware and software to be provided by RSDC is attached as Annexure 1 of this RFP document.
   c) Configuration with RSDC infrastructure: The selected bidder shall be responsible to configure the Unified Communication Gateway solution with existing infrastructure at RSDC like DNS Server, backup server, EMS server, application load balancer and other infrastructure required for smooth implementation of the project. SI shall comply with all the policies of RSDC

vi. Integration with External Agencies
   a) Integration with existing Citizen Call Centre (CCC): the SI shall conduct a detailed study of the products and functioning of the existing CCC for understanding the integration requirements. The SI shall develop necessary interfaces for enabling smooth integration of the unified communication gateway with the CCC.
      The details of existing solution of CCC are mentioned below:
      1. ACD-IVRS Recording and CTI Integration Server – Wipro NetSor Unified Series
      2. CRM Solution- MS Dynamics CRM 2011
      3. IVRS and Recording Solution- Aspect
      4. Backup Store Manager – IBM Tivoli Store Manager
      5. EMS Client Server – CA Wily- 9.2.6.0/ CA ITCM- r12.5.0.0
      Bidders may visit the premises of RISL to study and understand the existing infrastructure at its own cost.
   b) Integration with Single Sign On (SSO): the SI shall configure the deployed solution in such a way that the authentication and authorization should happen through SSO. The SI shall study the mechanism of the existing SSO implemented in Rajasthan Government. Based on the study, the SI shall be responsible for suggesting the best way of integration and also ensure smooth integration with SSO.
   c) Development of necessary web services and APIs for facilitating integration with other applications/ databases
   d) SI shall also be responsible to develop a preliminary application for testing of integration of the developed “Unified Communication Gateway” solution

vii. User Acceptance Testing
The SI shall be responsible for:

a) Preparation and submission of detailed FAT/ UAT plans/ schedules/ procedures/ formats.

b) Prepare various use cases and scenarios.

c) Performing Hardware and Software Testing: Conducting testing of various components/ modules of the software developed, as per the latest version of the IEEE 730 standards. The bidder shall be required to share the testing documents and standards with the designated S/w testing team, wherever applicable/ required.

d) Assist Purchaser in carrying out user acceptance of solution.

e) System Test Cases with Results.

f) UAT Case and Results.

g) Rectifying the Hardware and Software issues/ bugs reported during the testing up to the satisfaction of RISL.

h) Performance Testing:

- Bidder shall do the performance/ Load testing of the application using the HP Load runner tool available with DoIT&C/ RISL.
- Response time for any pages/ requests should not be greater than 10 seconds and hardware utilization for application/ web server and database server should not be more than 60%. Minimum hardware which shall be provided for the performance testing is given below:
  - **Application/ Web Server** - 16 Cores, 64 GB RAM
  - **Database Server** - 16 Cores, 64 GB RAM

i) Final approval/user acceptance of the software and system shall be given by RISL after successful implementation and testing. This is the responsibility of the bidder to obtain the UAT approval from the RISL.

### 4.1.2. Connectivity

RISL shall select a Telecom Service Provider for providing necessary connectivity and services (Outbound dialling, USSD, SMS etc.). Cost towards providing the connectivity shall be borne by RISL. Apart from this the SI shall be responsible for the following:

i. Coordinate and assist RISL for identifying a suitable Telecom Service Provider and designing the Service Level Agreement (SLA) for connectivity/ bandwidth and other relevant services to be signed between the RISL and the Service Provider.

ii. Coordination with RISL and nominated officials from Telecom Service provider for Installation, Configuration, Testing and Commissioning and up-keeping of required connectivity.
4.1.3. **System Integration and Commissioning (Go Live)**

i. The SI shall integrate the hardware, connectivity, system software and developed solution and commission the whole project. The purchaser shall conduct Final Acceptance Testing on receipt of intimation of commission of the whole project from the bidder. Only after the acceptance of FAT reports by RISL the entire project would be deemed to have been commissioned. After the successful commissioning of the project, the system would be declared as Go-Live and enter into O&M/ FMS phase and the selected bidder would also be issued a commissioning certificate (as per the format mentioned in Annexure titled “Template for Commissioning Certificate”) by RISL.

ii. SI should provide all related documents viz. user manual (Role wise) as mentioned in this RFP document.

iii. Transferring the ownership of all software developed/ customized/ configured/ procured. All licenses & support related documents should be in the name of RISL.

iv. The SI shall be responsible to extend support to all the Departmental Users to ensure successful roll-out of the unified communication gateway services throughout the state.

v. **Training and Capacity Building**

   a) Training of staff is essential for ensuring that the software developed is actually put to use. Hence, the selected bidder shall also ensure a proper hands-on training to the designated end-users of RISL on the “Unified Communication Gateway” developed by it so as to make them well conversant with the functionalities, features and processes built in the entire solution.

   b) Selected bidder shall provide onsite training to the users of RISL. Train the Trainer model shall be followed for which the SI shall provide a minimum 40 hours training (3-4 hours per day) for the designated trainees to be nominated by RISL.

   c) Training infrastructure like training space, Internet connection, Desktop, projector etc. shall be provided by the RISL.

   d) Selected bidder shall submit details of each training session including Attendance Record (in Hard Copy).

4.1.4. **Operation and Maintenance (O&M)**

The SI shall be responsible for Operation and Maintenance activities for two years (extendable up to another two years based on the satisfactory performance and price quoted for the 3rd and 4th year of Operation and Maintenance) post successful go-live of the
application. The broad activities to be conducted by the SI during the Operation and Maintenance Phase are mentioned below:

i. **Helpdesk Support (Incident / Problem Management):**

   a) The SI would setup a Helpdesk with one executive on 10X6 basis at RISL. To setup helpdesk RISL shall provide a dedicated telephone line at the Helpdesk.

   b) Deployment of Manpower: The SI shall be responsible for deploying Technical Support Team of 2 members from 8 a.m. to 9 p.m. for fault rectification of hardware and software.

   c) Help desk should be able to perform
      - Handle issues of the departmental officials and other users.
      - The Helpdesk persons should be accessible to all the departmental users on telephone/ e-mail/ chat.
      - The SI shall have to maintain a web based online complaint registration and resolution system and it should also maintain all call logged along with status with all the necessary details/ references. The SI will also provide a login to the RISL official for logging and viewing the status of all the complaints logged till date. The format of the report would be mutually decided later at appropriate time.
      - Once the complaint is registered by any user into the online system, the system will create a ticket for the problem reported. The problem / ticket should be closed only by that user after the resolution of the problem. The SI shall be responsible for resolution of the issue and upon resolving the reported issue, the SI shall update the status online which should be intimated to the end user through email/ SMS
      - Allow creation of a ticket for any problem faced by user and same should be closed by them after the resolution of the problem
      - Helpdesk staff shall escalate the problem to the Project Manager and maintain the log/ status of the complaint in the online call log register.
      - Reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.
      - Help desk should also provide necessary handholding support through online/telephone line.

ii. **Deployment of Resources:**

SI shall depute minimum of following (indicative) resources from OEM at the RISL from starting day of go-live, to trouble shoot, manage, replace and repair the
developed and deployed solution and also lodge complaints of the local support team for resolving the problems as per SLA till end of contract period.

<table>
<thead>
<tr>
<th>S. No</th>
<th>Designation</th>
<th>Numbers</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Sr. Software Engineers</td>
<td>2</td>
</tr>
<tr>
<td>2.</td>
<td>Jr. Software Engineer</td>
<td>2</td>
</tr>
<tr>
<td>3.</td>
<td>Helpdesk Executive</td>
<td>1</td>
</tr>
</tbody>
</table>

Additionally Selected Bidder shall also deploy requisite number of resources offshore to meet the Service levels given in the RFP. The minimum required technical qualifications and experience details for the onsite resources are provided in Annexure titled “Minimum Qualification of the Resources” of this RFP document.

a) During and after the end of the project period, the SI shall refrain from canvassing RISL/ GoR and any of its associates with any claim for employment of the Selected Bidder’s personnel deployed under the project.

b) As Hindi is Official Language of the Government of Rajasthan, the SI has to appoint personnel having proficiency with Hindi language.

c) The staff provided by the SI will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time. RISL will examine the qualification, experience etc. of the personnel provided before they are put on positions. The SI has to take approval from RISL for the proposed staff before their deployment. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.

iii. **Corrective Maintenance:**

a) The SI shall be responsible of troubleshooting of hardware problem of all supplied equipment and rectification of the same.

b) Documentation of problems, isolation, cause and rectification procedures for building knowledge base for the known problems.

iv. **Vendor Management Services**

a) The SI shall coordinate with external vendors, for upkeep of equipment deployed to meet the SLA and shall liaison with various vendors/OEMS for all items as described in BoM Annexure -1 of this RFP

b) The SI should maintain database of the various vendors and service providers, including vendors for hardware under warranty, service providers etc. with details like contact person, telephone numbers, escalation matrix, response time and
resolution time commitments etc.
c) The SI should, if required escalate and log calls with vendors/ OEM and other service providers and coordinate with them to get the problems resolved.
d) Coordination with the Telecom Service Provider for ensuring Operations and Maintenance of networking hardware to ensure compliance to the SLAs as offered by Service Provider.
e) Responsible for SLA Monitoring, Fault Reporting, and co-ordinate for Troubleshooting with the Telecom Service provider to rectify network error (if required).

v. Support Services for developed Solution
a) The SI shall be responsible for deploying sufficient manpower or the entire Operation and Maintenance phase of 2 years from the date of commissioning of the project at the NOC of RSDC for application support/maintenance purpose in consultation with the Data Centre Operator (DCO).
b) Overall administration, operations, monitoring, maintenance of the deployed solution and the Database to ensure the desired uptime.
c) To ensure periodic backup and recovery of Database and deployed solution as per RSDR policy.
d) During O&M period RISL may request SI, to make necessary changes in the layout, colour schema, MIS reports format, input forms layout. However, these changes shall be suggested keeping in view that it should not transform in database schema. The SI shall be responsible to make these changes at No extra cost to purchaser.
e) Administration, support & maintenance throughout the project period. The SI shall provide support on following activities
   • Minor changes in developed application
   • Bugs Fixing reported
f) Back office support required to update deployed solution, Maintain version control and archives of source code and database
g) Download definitions/ patches/ updates/ upgrades/ service packs of the deployed third party tools/middle ware Software, this includes infrastructure at RSDC and other selected offices and to ensure the desired uptime.
h) The SI shall also be responsible for necessary enhancements in the overall solution as per the requirement of RISL during the Operation and Maintenance phase

vi. MIS Reports:
a) The SI shall have to submit certain key deliverables which are mentioned
hereunder. However, in addition to the reports/deliverables as indicated below, SI shall prepare and submit all other required information in the desirable format as notified by the purchaser related to project.

b) The formats for all the reports shall be prepared by the SI and submitted to the purchaser for approval. The reports submitted by the SI should strictly be in the approved format only which, if required, may be revised from time to time.

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Activity</th>
<th>Indicative reports</th>
<th>Frequency</th>
<th>Time Frame</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Software license management</td>
<td>Bidder has to ensure up to date licensing of all the software for the entire project period at its own cost and also maintain a MIS of the license details</td>
<td>NA</td>
<td>Entire Project Period</td>
</tr>
<tr>
<td>2.</td>
<td>Install, Move, Add, Change Report (IMAC)</td>
<td>Details of Hardware Equipment</td>
<td>Quarterly</td>
<td>Within 1 Week of end of each Quarter</td>
</tr>
<tr>
<td>3.</td>
<td>Vendor Management Report</td>
<td>Date wise details of calls logged with external vendor and their resolution time</td>
<td>Quarterly</td>
<td>Within 1 Week of end of each Quarter</td>
</tr>
<tr>
<td>4.</td>
<td>SLA Compliance Report</td>
<td>Consolidated Report on Calls Logged, Resolved and Escalated</td>
<td>Quarterly</td>
<td>Within 1 Week of end of each Quarter</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Log reports of help desk, Call resolved, unresolved and escalated issues</td>
<td>Monthly</td>
<td>Within 1 Week of end of each Month</td>
</tr>
<tr>
<td>5.</td>
<td>Availability of Onsite Team</td>
<td>Attendance Report of Onsite team deployed at RISL duly approved by designated authority</td>
<td>Quarterly</td>
<td>Within 1 Week of end of each Quarter</td>
</tr>
</tbody>
</table>

vii. **Coordination with Telecom Service Provider:**

a) The SI shall be responsible for coordination and extending necessary support to TSP for ensuring resolution of any reported issue.

b) The SI shall be responsible for timely bill payment to the Telecom Service provider on monthly basis against the monthly bill raised by the TSP in the name
of purchaser. The bidder shall pay the bills and get the same reimbursed from RISL on actual basis by submitting original receipt of the bill payment. The late fee payment/ penalty (if any) shall be borne by the bidder.

4.1.5. Third Party Audit (TPA)

i. A third party auditor may be appointed by RISL at its own cost. The TPA would be selected separately by RISL.

ii. The audit may cover one or more of the following aspects of the project:

- Functional requirement Review
- Infrastructure Compliance Review
- Penetration testing of the systems and networks (External and Internal)
- Application Security Assessment
- System Performance Testing/ Monitoring
- Review and Assessment of Security Policies
- Data Quality Review

iii. The SI shall be required to share the testing documents and standards with the designated third party wherever applicable/ required.

iv. The purchaser may appoint the TPA for the entire project period including the Operation and maintenance period. The TPA may conduct biannual or annual audits as per the decision of RISL.

v. Based on the audit reports submitted by the TPA, the selected bidder shall make the required changes to the deployed solution and incorporate the suggestions of the auditor at no extra cost. The purchaser shall recover costs from the pending payments or performance security on failure of the bidder to make the required changes.

4.2. Project Duration:

i. The expected Contract/ Project Period is divided into two phases first is six (6) months of Implementation Phase which shall commence from the date of award of work order and thereafter two (2) years of Operation and Maintenance Phase after successful Go-live and commissioning of the project.

ii. Based on the satisfactory performance of the SI, RISL may extend the Operation and Maintenance period for another two years at a price quoted for 3rd and 4th year Operation and Maintenance in the Financial bid.

iii. It is responsibility of SI to scale up the Support and Maintenance team as and when required to confirm smooth project execution throughout the duration
4.3. **Roles & Responsibilities of Stakeholders/ SI**

4.3.1. **Responsibilities of RISL:**

a. Overall monitoring of the progress of the project  
b. Conduct Project Implementation meeting  
c. Coordination with all the stakeholder involved for successful implementation of the project  
d. Provide administrative support to the implementation agency  
e. Review and approve project management plan and deliverables of the implementation agency/ system integrator  
f. Assist in getting statutory approval from the concerned authority  
g. Review and monitoring of Change Management Initiatives  
h. Facilitate for selection of the trainees

4.3.2. **Roles of RSDC:**

a. The data centre infrastructure of Unified Communication Gateway is expected to be hosted at the RSDC  
b. All services, applications and infrastructure to provide efficient delivery of G2G and G2C services will be consolidated on RSDC  
c. RSDC will provide and be responsible to manage all servers and infrastructure to be used for deployment of Unified Communication Gateway  
d. RSDC will provide infrastructure such as firewall, Intrusion Detection/ Prevention, service, directory service, management and data storage services, which could be a shared infrastructure to all the applications /departments in the RSDC.  
e. RSDC shall provide required ports for application load balancers to configure Unified Communication Gateway solution/ platform in high availability active-active mode.  
f. The RSDC will provide existing EMS server and tools for the SLA management, in respect to monitor application downtime and application performance.  
g. RSDC will provide SAN Storage, high speed (Fibre Channel)  
h. RSDC will provide all SAN related infrastructure (e.g. SAN switch) for sharing to the successful bidder.  
i. Some of the key functionalities of RSDC are Central Data Repository of the State, Secure Data Storage, Disaster Recovery, Remote Management and Service Integration.  
j. RSDC will provide required physical and remote access to SI for monitoring the Unified Communication Gateway at RSDC.  
k. RSDC Team will take the required backups of application and database as per its policies  
l. RSDC will provide required number of Internal and external IP at data centre for the
RISL. RSDC will provide SAN and Tape library support for data storage.
### 4.4. Project Deliverables, Milestones, Time Schedule & Payment Schedule

<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Milestone</th>
<th>Deliverable (Reports/ Documents &amp; Infra)</th>
<th>Time of Completion</th>
<th>Payment Schedule</th>
</tr>
</thead>
</table>
| **Project Kick Off**                                                        | Project Plan                     | - Detailed Project Plan with timelines (MPP/.XLS or any other format chosen by the selected bidder  
- Signed Service Level Agreement (SLA)  
- Performance Security Deposit                                                                                                                                                                                                                                                   | T0 + 2 Weeks       | NA                                                                                                                                                                                                                                                                |
| **Design, Develop, Customization, Testing & Integration of Unified Communication Gateway** | Preform system requirement study, prepare SRS/ FRS etc. (section 4.1.1 of SoW) | - Approved Finalized Functional Requirement Specifications (FRS) and Connectivity (Bandwidth) Requirement report  
- Approved Software Requirement Specifications (SRS)                                                                                                                                                                                                                                                                                  | T1 = T0 + 22 weeks (Including 2 weeks for time taken for UAT acceptance) | 50% of the Summation of the tendered amount of the actual component deployed as per Sl. No. 1 to 20 of the Price Schedule (Financial Bid)                                                                                                                                 |
Beta Version Deployment report  
Testing Methodology including test cases and test plan and Test Results  
UAT Sign off of deployed solution  
Safe To Host Certificate  
Handing over of  
1. Server and client edition perpetual licenses in the name of the purchaser for the various middleware/ and third party tools by the bidder to run the application. |                                                                                                                                                                                                                                                                                                                                     |                    |                                                                                                                                                                                                                                                                   |
<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Milestone</th>
<th>Deliverable (Reports/ Documents &amp; Infra)</th>
<th>Time of Completion</th>
<th>Payment Schedule</th>
</tr>
</thead>
</table>
| Commissioning of Unified Communication Gateway Solution (Go-Live) | Go-Live | • Installation & technical manuals  
• User manual (Role wise) with visual help kits  
• Submission of Commissioning Report  
• FAT (Final acceptance test ) and declaration of Go-Live  
• Training Manual and completion of 40 hours of training along with attendance register hardcopy | T1+2 Weeks | 30% of the Summation of the tendered amount of the actual component deployed as per Sl. No. 1 to 20 of the Price Schedule (Financial Bid) |
| | | (as per section 4.1.1. and 4.1.3. of the SoW) | | |
| | FMS during O&M | Successful completion of O&M activities and submission of associated deliverables every quarter during the O&M phase of the project (as per section 4.1.4 of the SoW) | | |
| | Support Services for developed Unified Communication Gateway Solution | Successfully Completion activities related to maintenance of deployed solution, defined in SoW section (point vi. of Section 4.1.4.) | | |
| | | Perform activities related to maintenance of deployed solution as, defined in SoW section (Section 4.1.4.) | | |
| | | • Helpdesk support (resolution of incidents and problems reported) as per section XX of the SoW  
• MIS reports as per SOW (point i. of Section 4.1.4.) Operation & maintenance | Post Go Live (frequency: Daily/ Monthly/ Quarterly) during the first year of O&M support | The following amount shall be summed and paid in 4 equal quarterly payments |
<p>| | | | | • Remaining 10% of the Summation of the tendered amount of the actual component deployed as per Sl. No. 1 to 20 of the Price |
| | | | | |</p>
<table>
<thead>
<tr>
<th>Scope of Work</th>
<th>Milestone</th>
<th>Deliverable (Reports/ Documents &amp; Infra)</th>
<th>Time of Completion</th>
<th>Payment Schedule</th>
</tr>
</thead>
</table>
| Operation and Maintenance for second year post acceptance of the solution | FMS during O&M Successful completion of O&M activities and submission of associated deliverables every quarter during the O&M phase of the project (as per section 4.1.4 of the SoW) | • Helpdesk support (resolution of incidents and problems reported) as per section XX of the SoW  
• MIS reports as per SOW (point i. of Section 4.1.4.) | Post Go Live (frequency: Daily/ Monthly/ Quarterly) during the second year of O&M support | The following amount shall be summed and paid in 4 equal quarterly payments  
• Remaining 10% of the Summation of the tendered amount of the actual component deployed as per Sl. No. 1 to 20 of the Price Schedule (Financial Bid) |
| Support Services for developed Unified Communication Gateway Solution | Perform activities related to maintenance of deployed solution as, defined in SoW section (Section 4.1.4.) | • Successfully Completion activities related to maintenance of deployed solution, defined in SoW section (point vi. of Section 4.1.4.) | | |
**Scope of Work** | **Milestone** | **Deliverable (Reports/ Documents & Infra)** | **Time of Completion** | **Payment Schedule** |
--- | --- | --- | --- | --- |

- Tendered amount for the first year of O&M as per Sl. No. 22 of the financial Bid

**Note:** It may be noted that the contract will be signed within 15 days of selection of the bidder.

The entire implementation activities should be completed within 6 months of signing of contract. This will be followed by operations & maintenance phase for 2 years post successful commissioning of the project.

- Any delay in the provision of connectivity to the SI by RISL shall not account for the delay on SI's part. However the SI shall be responsible to complete their independent milestones and deliverables as per the agreed timeline.

- The selected bidder has to design and implement a very detailed plan of implementation that seeks to execute several activities in parallel, adopts critical path method and commits additional resources to activities falling behind schedule so as to keep up with the overall deadline of implementation as mentioned above. The time specified for delivery and other activities as mentioned in the table above shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies and provide the required services within the specified period.

- T0 is the event marking RISL issuing the Work Order to the successful bidder (including the submission of the required PSD), who is also called the System Integrator (SI).

- T1 is the event marked when RISL will provide User acceptance (UAT) once the report is submitted by the SI.

- Beta Version is the version of application deployed on staging environment at RSDC for UAT as per SRS.

- The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the supplier/ selected bidder.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.
5. **INSTRUCTION TO BIDDERS (ITB)**

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 one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
   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, banker's cheque.
   c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2) **Pre-bid Meeting/ Clarifications**
   a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
   b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
   c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:
      a. Last date of submitting clarifications requests by the bidder: as per NIB
      b. Response to clarifications by procuring entity: as per NIB
   d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3) **Changes in the Bidding Document**
   a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

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

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

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

4) **Period of Validity of Bids**

a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.

b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

5) **Format and Signing of Bids**

a) Bidders must submit their bids online at e-Procurement portal i.e. [http://eproc.rajasthan.gov.in](http://eproc.rajasthan.gov.in).

b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.

c) A Single stage Two part/ cover system shall be followed for the Bid:

   a. Technical Bid, including fee details, eligibility & technical documents

   b. Financial Bid
d) The technical bid shall consist of the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Fee Details</strong></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Bidding document Fee (Tender Fee)</td>
<td>Proof of submission (PDF)</td>
</tr>
<tr>
<td>2.</td>
<td>RISL Processing Fee (e-Procurement)</td>
<td>Instrument/ Proof of submission (PDF)</td>
</tr>
<tr>
<td>3.</td>
<td>Bid Security</td>
<td>Instrument/ Proof of submission (PDF)</td>
</tr>
<tr>
<td></td>
<td><strong>Technical Documents</strong></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Covering Letter of the Bid</td>
<td>As per Annexure 19</td>
</tr>
<tr>
<td>5.</td>
<td>Tender Form</td>
<td>As per Annexure 20</td>
</tr>
<tr>
<td>6.</td>
<td>Bidder’s Authorization Certificate</td>
<td>As per Annexure 3</td>
</tr>
<tr>
<td>7.</td>
<td>Certificate of Conformity/ No Deviation</td>
<td>As per Annexure-4 (PDF)</td>
</tr>
<tr>
<td>8.</td>
<td>Components Offered - BoM</td>
<td>As per Annexure 10</td>
</tr>
<tr>
<td>9.</td>
<td>Manufacturer’s Authorisation Form (MAF)</td>
<td>As per Annexure-5 (Indicative Format) (PDF)</td>
</tr>
<tr>
<td>10.</td>
<td>Undertaking on Authenticity of Comp. Equip.</td>
<td>As per Annexure-6 (PDF)</td>
</tr>
<tr>
<td>11.</td>
<td>FRS and Technical Compliance Sheet</td>
<td>As per Annexure 14</td>
</tr>
<tr>
<td>12.</td>
<td>Sizing and Deployment Details</td>
<td>As per Annexure 18</td>
</tr>
<tr>
<td>13.</td>
<td>Project reference as per the Technical Evaluation Criteria</td>
<td>As per Annexure 11</td>
</tr>
<tr>
<td>14.</td>
<td>All documents as per the technical evaluation criteria</td>
<td>As per the format mentioned against the respective eligibility criteria clause (PDF)</td>
</tr>
<tr>
<td>15.</td>
<td>CVs for evaluation in prescribed format</td>
<td>As per Annexure 16</td>
</tr>
<tr>
<td>16.</td>
<td>Any other documents as per the requirement of RFP</td>
<td></td>
</tr>
</tbody>
</table>

b) Financial bid shall include the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Financial Bid – Cover Letter</td>
<td>On bidder’s letter head duly signed by authorized signatory as per Annexure-7 (PDF)</td>
</tr>
<tr>
<td>2.</td>
<td>Financial Bid - Format</td>
<td>As per BoQ (.XLS) format available on e-Procurement portal</td>
</tr>
</tbody>
</table>

c) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/contents may lead to the rejections of the Bid submitted by the bidder.

6) **Cost & Language of Bidding**

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

7) **Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid and should also mention the details of the quoted make/ model in the “Annexure-10: Components Offered”.

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) In lieu of bid security, a bid securing declaration shall be taken from Departments 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.

b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.

c) 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.

d) 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. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.

e) 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.

f) 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.

g) The bank guarantee 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, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.

i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
   a. when the bidder withdraws or modifies its bid after opening of bids;
   b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
   c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
   d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
   e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.

k) No interest shall be payable on the bid security.

l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.

m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
   a. the expiry of validity of bid security;
   b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
   c. the cancellation of the procurement process; or
   d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) **Deadline for the submission of Bids**
   a) Bids shall be received online at e-Procurement portal 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.

10) Withdrawal, Substitution, and Modification of Bids
   a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
   b) Bids withdrawn shall not be opened and processes further.

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

12) Selection Method:
Bidder would be selected on the basis of Least Cost Based Selection Method (LCBS) i.e. L1
method as specified in “Financial Evaluation Criteria” of clause titled “Evaluation &
Tabulation of Financial Bids”, wherein an eligible bidder with adequate technical competence
and the most competitive (lowest or L1) rates / quote would be selected for the implementation
of the project.

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. The committee's request for clarification and the response of the bidder shall be through
the e-Procurement portal.
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.

14) Evaluation & Tabulation of Technical Bids
a) Determination of Responsiveness
a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis
of bidding document and the provisions of pre-qualification/ eligibility criteria of the
bidding document.
b. A responsive Bid is one that meets the requirements of the bidding document without
any material deviation, reservation, or omission where: -
i. “deviation” is a departure from the requirements specified in the bidding document;
ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

c. A material deviation, reservation, or omission is one that,
   i. if accepted, shall:-
      1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
      2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
   ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.

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

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

b) Non-material Non-conformities in Bids
   a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
   b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
   c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria
   a. Technical Evaluation Matrix:
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Evaluation Criteria</th>
<th>Point System</th>
<th>Max Score</th>
<th>Supporting</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Organization’s Average Turn Over for the last three financial years (i.e. FY 2013-14, 2014-15 and 2015-16)</td>
<td>• &gt;= 50 Cr.: 15 Marks&lt;br&gt;• &gt;= 10 Cr. and &lt;50 Cr.: 10 Marks&lt;br&gt;• &gt;= 1 Cr. and &lt;10 Cr.: 5 Marks</td>
<td>15</td>
<td>CA Certificate</td>
</tr>
<tr>
<td>2.</td>
<td>Prior Experience in IT/ ITeS</td>
<td>Organization’s experience in System Integration shall be evaluated as per the following:&lt;br&gt;• &gt;= 15 years: 15 Marks&lt;br&gt;• &gt;= 10 Years and &lt; 15 Years: 10 Marks&lt;br&gt;• &gt;=5 Years and &lt; 10 Years: 5 Marks</td>
<td>15</td>
<td>Valid copy of Work Order. Experience shall be calculated from the date of issue of the Work Order</td>
</tr>
<tr>
<td>3.</td>
<td>Implementation experience of Turn Key Projects</td>
<td>Experience in implementing turn-key IT projects each of order value of <strong>Rs. 10 Cr and above</strong> in India or abroad. The projects should be similar in nature including application development (involving SMS/ USSD/ IVRS/ outbound calling solution), supply, installation/commissioning of hardware, and facility management services, anywhere in India or abroad for any State/ central Government/Public sector companies or Banks or Financial Institutions in the last five years from the date of submission of bid document.&lt;br&gt;• 3 or more Projects – 15 Marks&lt;br&gt;• 2 Projects – 12 Marks&lt;br&gt;• 1 Project - 10 Marks&lt;br&gt;<em>(Please note that if any one of the above cited project is of value Rs 20 Cr. and above additional 5 marks shall be awarded)</em></td>
<td>20</td>
<td>Work order mentioning the detailed scope and value for all the stated projects and project completion certificate from the respective clients for the completed project among the stated project. Project should be cited as per the format mentioned in Annexure 15</td>
</tr>
<tr>
<td>4.</td>
<td>Project experience in successful implementation of Components of the components of unified gateway solution in any State/ UT/ central govt. of</td>
<td>Experience in successful implementation of the following solutions (similar to the requirements mentioned in this RFP) in India / abroad in last five years:&lt;br&gt;• USSD Solution: 2.5 Marks</td>
<td>15</td>
<td>Work order mentioning the detailed scope and value for all the stated projects and project completion</td>
</tr>
<tr>
<td>S. No.</td>
<td>Evaluation Criteria</td>
<td>Point System</td>
<td>Max Score</td>
<td>Supporting</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------</td>
<td>--------------</td>
<td>-----------</td>
<td>------------</td>
</tr>
</tbody>
</table>
|        | India during last 5 years | o SMS/ solution: **2.5 Marks**  
|        |                     | o IVRS solution: **2.5 Marks**  
|        |                     | o Out Bound Calling Solution: **2.5 Marks**  
|        |                     | o Voice Biometric solution: **2.5 Marks**  
|        |                     | o Voice Transcription Solution: **2.5 Marks**  | certificate from the respective clients for the completed project among the stated project. Project should be cited as per the format mentioned in Annexure 15 |  |
| 5.     | Technical Proposal, Presentation and Solution Demonstration | Evaluation Parameters:  
|        |                     | • Detailed understanding of the scope of project: **10 Marks**  
|        |                     | • Approach and Methodology: **10 Marks**  
|        |                     | • Live demonstration of solutions sought: **15 Marks**  | 35 | The following topics must be clearly explained in the technical proposal of the bidders:  
|        |                     | • Detailed understanding of the scope of project  
|        |                     | • Approach and Methodology  
|        |                     | • The detailed project plan along with the timelines  
|        |                     | • Training and Capacity Building approach  
|        |                     | • Project Organization  
|        |                     | • Details of proposed solution including Technology Stack (DB/ App. Server proposed for deployment)  
|        |                     | • Resource Deployment Plan during project implementation and Operations & Maintenance Phase | 100 |  |

Total | 100 |
a. For technical qualification a bidder has to secure min 70 marks as per the above evaluation criteria

b. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause “Conflict of Interest” or “Disqualification”, and shall be informed, either in writing or by uploading the details on the websites mentioned in the NIT, about the date, time and place of opening of their financial bids.

c. The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.

d) Tabulation of Technical Bids

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

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

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

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

15) Evaluation & Tabulation of Financial Bids

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

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

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

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

d) conditional Bids are liable to be rejected;

e) In order to decide the L1 bidder, NPV (Net Present Value) of the payable amount shall be taken into consideration as mentioned below:
Net Present Value of the bid shall be calculated as per following

Number of Periods (Quarters) is 8
Rate per quarter is 3% and rate per year is 12%

\[ NPV = 0.8^* C1 + NPV2 + NPV3 + NPV4 + NPV5 \]

\[ C1 = \text{Sum of Items from Serial Number 1 to Serial Number 20 given in the financial bid} \]

\[ Y = \text{Cost of First Year of Maintenance (Serial Number 21)} \]

\[ Z = \text{Cost of Second Year of Maintenance (Serial Number 22)} \]

\[ A = \text{Cost of Third Year of Maintenance (Serial Number 23)} \]

\[ B = \text{Cost of Fourth Year of Maintenance (Serial Number 24)} \]

Note: NPV of part of C1 which is paid in initial six months is considered same at its original value

\[ NPV2 = \frac{(0.1 \ * C1)/4 + (Y/4)}{(1.03)^1} + \frac{(0.1 \ * C1)/4 + (Y/4)}{(1.03)^2} + \frac{(0.1 \ * C1)/4 + (Y/4)}{(1.03)^3} + \frac{(0.1 \ * C1)/4 + (Y/4)}{(1.03)^4} \]

\[ NPV3 = \frac{(0.1 \ * C1)/4 + (Z/4)}{(1.03)^5} + \frac{(0.1 \ * C1)/4 + (Z/4)}{(1.03)^6} + \frac{(0.1 \ * C1)/4 + (Z/4)}{(1.03)^7} + \frac{(0.1 \ * C1)/4 + (Z/4)}{(1.03)^8} \]

\[ NPV4 = \frac{(A/4)/(1.03)^9 + (A/4)/(1.03)^10 + (A/4)/(1.03)^11 + (A/4)/(1.03)^12}{(B/4)/(1.03)^13 + (B/4)/(1.03)^14 + (B/4)/(1.03)^15 + (B/4)/(1.03)^16} \]

f) 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;

g) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order

h) 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;

i) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.

j) 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.

16) Correction of Arithmetic Errors in Financial Bids

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

a) if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be
corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

17) **Comparison of rates of firms outside and those in Rajasthan**

While tabulating the financial Bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

18) **Price/ purchase preference in evaluation**

a) Price and/or purchase preference notified by the State Government (GoR) and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

b) Price preference to MSME - Also, the notification issued by Finance Department on November 19, 2015 for giving preference to the local MSME shall be applicable to the bid

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.

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 any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
   f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.

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

c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
   a. communicated to the concerned bidder in writing;
   b. published on the State Public Procurement Portal, if applicable.
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 friend specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:

a. the Bid is technically qualified;
b. the price quoted by the bidder is assessed to be reasonable;
c. the Bid is unconditional and complete in all respects;
d. there are no obvious indicators of cartelization amongst bidders; and
e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.

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

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

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

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 who’s Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

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.

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.

25) **Right to vary quantity**

a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the
bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (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:

1) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

2) 50% of the value of goods or services of the original contract.

26) Performance Security

a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders 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) The amount of performance security shall be 5%, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.

c) Performance security shall be furnished in any one of the following forms:

   a. Bank Draft or Banker's Cheque of a scheduled bank;

   b. 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;

   c. 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;

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

d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
   a. When any terms and condition of the contract is breached.
   b. When the bidder fails to make complete supply satisfactorily.
   c. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

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

g) No interest shall be payable on the PSD.

27) Execution of agreement
   a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
   b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
   c) If the bidder, who’s Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
   d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

28) Confidentiality
   a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:
      a. impede enforcement of any law;
      b. affect the security or strategic interests of India;
c. affect the intellectual property rights or legitimate commercial interests of bidders;
d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

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

29) **Cancellation of procurement process**

a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
   a. at any time prior to the acceptance of the successful Bid; or
   b. after the successful Bid is accepted in accordance with (d) and (e) below.
c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
d) The decision of the procuring entity to cancel the procurement 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: -
   a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
   b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.
30) **Code of Integrity for Bidders**

a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

b) The code of integrity include provisions for: -

a. Prohibiting
   i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
   ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
   iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
   iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
   v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
   vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
   vii. any obstruction of any investigation or audit of a procurement process;

b. disclosure of conflict of interest;

c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -

a. exclusion of the bidder from the procurement process;

b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;

c. forfeiture or encashment of any other security or bond relating to the procurement;

d. recovery of payments made by the procuring entity along with interest thereon at bank rate;

e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;

f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.
31) **Interference with Procurement Process**

A bidder, who:

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

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

32) **Appeals**

a) Subject to “Appeal not to lie in certain cases” below, 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 guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:

b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:

e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
   First Appellate Authority: Secretary, IT&C, GoR
   Second Appellate Authority: Finance Department, GoR

f) Form of Appeal:
   a. Every appeal under (a) and (c) above shall be as per Annexure-16 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.

g) Fee for Appeal: 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 payable in the name of Appellate Authority concerned.

h) 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 (c) shall also be placed on the State Public Procurement Portal.

i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.
33) **Stay of procurement proceedings**

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

34) **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.

35) **Offenses by Firms/ Companies**

a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly: Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-

a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and

b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

36) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence
   a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
   b. 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 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.

37) 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/she 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.
6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

a) “Contract” means the Agreement entered into between the Purchaser and the successful/selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.

c) “Contract Price” means the price payable to the successful/selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

d) “Day” means a calendar day.

e) “Delivery” means the transfer of the Goods from the successful/selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.

f) “Completion” means the fulfilment of the related services by the successful/selected bidder in accordance with the terms and conditions set forth in the Contract.

g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/selected bidder is required to supply to the Purchaser under the Contract.

h) “Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.

i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/selected bidder under the Contract.

j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/selected bidder.

k) “Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/selected bidder.

l) “The Site,” where applicable, means the designated project place(s) named in the bidding document.
Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

1) Contract Documents

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

2) Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

e) Any waiver of a party’s rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

3) Language

a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/selected bidder and the Purchaser, shall be written in English.
language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4) Joint Venture, Consortium or Association

a) Unless otherwise specified in the special conditions of the contract, if the Supplier/ Bidder is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association.

b) The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the purchaser.

c) Any change in the constitution of the firm, etc. shall be notified forthwith by the contractor in writing to the purchase officer and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

d) No new partner/ partners shall be accepted in the firm by the contractor in respect of the contract unless he/they agree to abide by all its terms, conditions and deposits with the purchase officer a written agreement to this effect. The contractor’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.

e) <No new consortium agreement shall be allowed during the project period.

f) In Consortium, all the members shall be equally responsible to complete the project as per their roles & responsibilities; however Lead partner shall give an undertaking for the successful completion of the overall project. In case of any issues, Lead partner is the responsible person for all the penalties.

g) The lead bidder is required to do majority (>50%) of the work. However, the lead bidder and consortium partner is jointly and severally liable for the entire scope of work and risks involved thereof.

h) The non-lead bidder (consortium partner) is liable for the scope of work for which they are responsible along with the lead bidder.

i) Any change in the consortium at a later date will not be allowed without prior permission from the tendering authority/ purchaser>.
5) Eligible Goods and Related Services
   a) For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
   b) All articles/goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/abroad. All products quoted by the successful/selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/supplier. Also, the bidder is to quote/propose only one make/model against the respective item.
   c) The OEM/Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares as per the requirements of the bidding document.
   d) The OEM/Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/System Integration partner agreement will not be accepted.
   e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

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

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

8) Scope of Supply
   a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

c) The bidder shall not quote and supply and hardware/software that is likely to be declared as End of Sale in next 12 months and End of Service/Support for a period of 3 Years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware/software. If any of the hardware/software is found to be declared as End of Sale/Service/Support, then the bidder shall replace all such hardware/software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9) Delivery & Installation

a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/shipping and other documents to be furnished by the successful/selected bidder are specified in the bidding document and/or contract.

b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Supplier/Selected Bidder shall arrange to supply, install and commission the ordered materials/system as per specifications within the specified delivery/completion period at various departments and/or their offices/locations mentioned in the PO/WO.

d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city/town/district/division. The successful/selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

10) Supplier’s/Selected Bidder’s Responsibilities

The Supplier/Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and/or contract.

11) Purchaser’s Responsibilities

a) Whenever the supply of goods and related services requires that the Supplier/Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/Selected Bidder, make its best effort to
assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

12) Contract Price

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

13) Recoveries from Supplier/ Selected Bidder

a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.

c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

14) Taxes & Duties

a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.

b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.

c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.
15) Copyright/ Intellectual Property Rights (IPR)

The copyright/ IPR in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser that has been developed/customized by the Selected Bidder for the project herein shall remain vested in the Purchaser, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party."

16) Confidential Information

a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.

b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.

c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

d) The obligation of a party under sub-clauses above, however, shall not apply to information that:

i. the Purchaser or Supplier/ Selected Bidder need to share with RISL or other institutions participating in the Contract;

ii. now or hereafter enters the public domain through no fault of that party;

iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

iv. Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

17) Sub-contracting

a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.

c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

18) Specifications and Standards

a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

b) Technical Specifications and Drawings

i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.

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

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

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

19) Packing and Documents

a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.

b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

20) Insurance

a) The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

b) The goods will be delivered at the FOR destination in perfect condition.

21) Transportation

a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make
good such loss and shortage found at the checking/inspection of the material by the consignee. No extra cost on such account shall be admissible.

b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier’s/selected bidder’s bill.

22) Inspection

a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier’s/selected bidder’s premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/equipment/machineries during manufacturing process or afterwards as may be decided.

b) The supplier/selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.

c) After successful inspection, it will be supplier’s/selected bidder’s responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

23) Samples

a) When notified by the Purchaser to the supplier/bidder/selected bidder, Bids for articles/goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be despatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/food items should be given in a plastic box or in polythene bags at the cost of the bidder.

b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.

c) Approved samples would be retained free of cost upto the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained.

The Samples shall be collected by the supplier/bidder/selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The
samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.

d) Samples not approved shall be collected by the unsuccessful bidder. RISL will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.

e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.

f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

24) Drawl of Samples

In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of supplier/ bidder/ selected bidder or his authorised representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.

25) Testing charges

Testing charges shall be borne by the Government. In case, test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

26) Rejection

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

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

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

27) Extension in Delivery Period and Liquidated Damages (LD)

a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.

b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.

c) Delivery and installation/completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.

i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:

a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.

b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
iv. If the competent authority agrees to extend the delivery period/schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.

v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/or service.

vi. If RISL is in need of the good and/or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

d) In case of extension in the delivery and/or installation/completion/commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/or service which the supplier/selected bidder has failed to supply/install/complete:

<table>
<thead>
<tr>
<th>No.</th>
<th>Condition</th>
<th>LD %*</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td>Delay up to one fourth period of the prescribed period of delivery,</td>
<td>2.5%</td>
</tr>
<tr>
<td></td>
<td>successful installation and completion of work</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the prescribed</td>
<td>5.0%</td>
</tr>
<tr>
<td></td>
<td>period of delivery, successful installation and completion of work</td>
<td></td>
</tr>
<tr>
<td>c.</td>
<td>Delay exceeding half but not exceeding three fourth of the prescribed</td>
<td>7.5%</td>
</tr>
<tr>
<td></td>
<td>period of delivery, successful installation and completion of work</td>
<td></td>
</tr>
<tr>
<td>d.</td>
<td>Delay exceeding three fourth of the prescribed period of delivery,</td>
<td>10.0%</td>
</tr>
<tr>
<td></td>
<td>successful installation and completion of work</td>
<td></td>
</tr>
</tbody>
</table>

i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

ii. The maximum amount of liquidated damages shall be 10% of the contract value.

iii. *The percentage refers to the payment due for the associated works/goods/service.

28) Authenticity of Equipment

a) The selected bidder shall certify (as per Annexure-6) that the supplied goods are brand new, genuine/authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.

b) If during the contract period, the said goods be discovered counterfeit/unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the
purchaser may have inspected and/or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder’s risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.

c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser’s right to reject the same later, if found deficient in terms of the this clause of the contract.

29) Warranty

a) The bidder must supply all items with comprehensive on-site OEM warranty valid for the period as mentioned in Annexure 1 after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month’s time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.

b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.

c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.

d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.

e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
f) The warranty on supplied software media, if any, should be at least 90 days.

30) Patent Indemnity

a) The supplier/ selected bidder shall, subject to the Purchaser’s compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

   i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and

   ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

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

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

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

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

31) Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

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

b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

32) Force Majeure

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

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

c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

e) In case a Force Majeure situation occurs with the RISL, the RISL may take the case with the supplier/ selected bidder on similar lines.
33) Change Orders and Contract Amendments

a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following:

   i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

   ii. the method of shipment or packing;

   iii. the place of delivery; and

   iv. the related services to be provided by the supplier/ selected bidder.

b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier’s/ selected bidder’s performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier’s/ selected bidder’s receipt of the Purchaser’s change order.

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

34) Termination

a) Termination for Default

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

      a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL;

      or

      b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof;

      c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

      d. If the supplier/ selected bidder commits breach of any condition of the contract.

   ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

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

c) Termination for Convenience

i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier’s/ selected bidder’s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

   a. To have any portion completed and delivered at the Contract terms and prices; and/or
   b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

35) Exit Management

a) Preamble

i. The word ‘parties’ include the procuring entity and the selected bidder.

ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.

ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.

iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.

iv. Upon service of a notice, as mentioned above, the following provisions shall apply:

a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.

b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.

c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.

c) Cooperation and Provision of Information during the exit management period

i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.

ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:

i. Documentation relating to Intellectual Property Rights;

ii. Project related data and confidential information;

iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and

iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).

v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set
out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.

ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder’s premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party’s premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f) General Obligations of the selected bidder

i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.

ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and

iii. Plans for the communication with such of the selected bidder’s, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.

vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.

vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.

viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.

ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.

x. It would be the responsibility of the selected bidder to support new operator during the transition period.

36) Settlement of Disputes

a) General: If any dispute arises between the supplier/selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/selected bidder.

b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)

- Chairman of BoD of RISL: Chairman
- Secretary, DoIT&C or his nominee, Not below the rank of Deputy Secretary: Member
c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL’s stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.

d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.
7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Service Level Standards/ Requirements/ Agreement

Draft of the Indicative Service levels is given below. RISL may add more service levels / modify the service levels as per actual requirements.

2.1. Definitions:

a) “Scheduled Maintenance Time” shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA. The scheduled maintenance time would not be during 10X6 timeframe. Further, scheduled maintenance time is planned downtime with the prior permission of the RISL.

b) “Scheduled operation time” means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time.

c) “System or solution downtime” means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time the RISL and/or its employees log a call with the SI team of the failure or the failure is known to the SI from the availability measurement tools to the time when the System is returned to proper operation.

d) “Availability” means the time for which the services and facilities are available for conducting operations on the RISL system including application and associated infrastructure. Availability is defined as:

\[
\left(\frac{\text{Scheduled Operation Time} - \text{System Downtime}}{\text{Scheduled Operation Time}}\right) \times 100\%
\]

e) Bidder shall provide “Helpdesk Support” on 10X6 basis which shall include Fault reporting, Trouble Ticketing and related enquiries during this contract.

f) “Incident” refers to any event / abnormalities in the functioning of the Data Centre Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

2.2. Interpretations.

a) The working hours of RISL are 10:00AM to 08:00PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by the RISL. The SI however recognizes the fact that the RISL offices will require to work beyond the working hours on need basis.

b) "Non-Working Hours" shall mean hours excluding “Business Hours”.

c) Service Window:
10X6 shall mean hours between 10:00AM – 8.00 PM on all working days of the week.

e) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the RISL or an agency designated by them, then the RISL will have the right to take appropriate disciplinary actions including termination of the contract.

f) A Service Level violation will occur if the SI fails to meet Minimum Service Levels, as measured on a quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the SI on monthly basis in the RISL suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to the RISL at the end of every month containing the summary of all incidents reported and associated SI performance measurement for that period. Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the SI on a monthly basis, in the formats as required by the RISL. The tools to perform the audit will need to be provided by the SI. Audits will normally be done on regular basis or as required by the RISL and will be performed by the RISL or the appointed third party agencies.

g) The selected System Integrator (SI) must utilize the existing EMS tool of the State Data Centre and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Monitoring report in the end of every month which is to be shared with the RISL on a monthly basis. The tool should also be capable of generating SLA reports for a quarter. The RISL will audit the tool and the scripts on a regular basis.

h) The SLAs will prevail from the start of the Operations and Maintenance Phase. However, SLAs will be subject to being redefined, to the extent necessitated by field level experience and the developments of technology practices globally. The SLAs may be reviewed on an
annual/bi-annual / Quarterly/ Monthly basis as the RISL decides after taking the advice of the SI and other agencies.

i) **Dependencies**: The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected bidder or due to reasons attributable to RISL or third parties, the selected bidder would not be penalized. For example, if uptime of a particular equipment/application is desired and this is due to non-availability of power (which is out of scope of work of the selected bidder), then the time period during which a service was unavailable due to non-availability of power would be removed while calculating the uptime.

j) **Monitoring & Evaluation**: The selected bidder shall provide and make use of following system for monitoring and evaluation

<table>
<thead>
<tr>
<th>S. No</th>
<th>SLA</th>
<th>Monitoring System</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Down time of IT &amp; Non-IT Infrastructure deployed at all project locations (if any)</td>
<td>Through a web base/phone line Incident reporting log available at IT help desk</td>
</tr>
<tr>
<td>2</td>
<td>Down Time of Deployed solution</td>
<td>Through EMS application available at RSDC</td>
</tr>
<tr>
<td>3</td>
<td>Non-Availability of Manpower</td>
<td>Attendance Register at each project location (RISL)</td>
</tr>
<tr>
<td>4</td>
<td>Delay in performing software support like upload content/bugs fixing/minor change request</td>
<td>Through a web base/phone line call log available at IT help desk</td>
</tr>
</tbody>
</table>

k) **Review Committee and Review Mechanism**: The designated review committee/members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the selected bidder. The review would include but not be limited to:

- Service provided during the review period
- Major incidents during the review period
- Problems that remains outstanding
- Review of Change requests/Variation and progress for enhancements
- Future events or business developments that will affect the Service
- Review any potential changes required to the SLA
- Agree items for submission to the executive decision making
- Review schedules for Services provided.
l) The SI is expected to provide the following service levels. In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Annexure. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. the RISL and SI.

m) **Penalty for downtime** : If the selected bidder fails to deliver the required services due to reasons attributable to him like non-functioning of the hardware/ system, non-accessibility of the delayed solution, non-availability of the technical personnel/ manpower, etc. the cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone

n) Following tables outline the key service level requirements for the system, which needs be ensured by the SI during the operations and maintenance period. These requirements shall be strictly imposed and either the RISL or a third party audit/certification agency shall be deployed for certifying the performance of the SI against the target performance metrics as outlined in the tables below.

i). **Penalty for Downtime of Implemented Software Solution.**

- **During Prime Working Hour**

  The penalty defined in table below is applicable for deployed solution not functional/ accessible

<table>
<thead>
<tr>
<th>Item</th>
<th>Time to resolve after lodging of complaint</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Non-Availability of the deployed solution in a Quarter (PWH to be taken into account)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(A)</td>
<td>0 - 4 Hours</td>
<td>No Penalty</td>
</tr>
<tr>
<td>(B)</td>
<td>4 - 8 Hours</td>
<td>0.25% of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway per Prime Working Hour payable quarterly</td>
</tr>
<tr>
<td>(C)</td>
<td>8 - 12 Hours</td>
<td>0.5% and additional 0.50% per additional prime working hour of quarterly payable amount during Support and</td>
</tr>
<tr>
<td>Item</td>
<td>Time to resolve after lodging of complaint</td>
<td>Penalty</td>
</tr>
<tr>
<td>-------</td>
<td>------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maintenance of Implemented software solution/ Unified Communication Gateway</td>
</tr>
<tr>
<td>(D)</td>
<td>12-48 Hours</td>
<td>5.0% and additional 0.80% per additional prime working hour of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway</td>
</tr>
<tr>
<td>(E)</td>
<td>Beyond 48 hours</td>
<td>Beyond 48 prime working hours a penalty of 15% of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway will be imposed with additional 0.5% per PWH till the call is resolved</td>
</tr>
</tbody>
</table>

Note: The penalty defined in this section shall be used only when the website/application is not accessible/functional/active but the hardware is functional at RSDC, Jaipur.

- **During Non-Prime Working Hour**

The penalty defined in table below is applicable for deployed solution not functional/accessible

<table>
<thead>
<tr>
<th>Item</th>
<th>Time to resolve after lodging of complaint</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Overall Non-Availability of the deployed solution in a Quarter (NPWH to be taken into account)</td>
</tr>
<tr>
<td>(A)</td>
<td>0 - 8 Hours</td>
<td>No Penalty</td>
</tr>
<tr>
<td>(B)</td>
<td>8 - 16 Hours</td>
<td>0.25% of tendered quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway per Prime Working Hour payable quarterly</td>
</tr>
<tr>
<td>(C)</td>
<td>16 - 24 Hours</td>
<td>0.5 % and additional 0.50% per additional prime working</td>
</tr>
</tbody>
</table>
### Item 1: Time to resolve after lodging of complaint

<table>
<thead>
<tr>
<th>Item</th>
<th>Time to resolve after lodging of complaint</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>hour of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway payable quarterly.</td>
</tr>
<tr>
<td>(D)</td>
<td>24-32 Hours</td>
<td>5.0% and additional 0.80% per additional prime working hour of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway.</td>
</tr>
<tr>
<td>(E)</td>
<td>32-48 Hours</td>
<td>8.0% and additional 0.80% per additional prime working hour of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway.</td>
</tr>
<tr>
<td>(F)</td>
<td>Beyond 48 hours</td>
<td>Beyond 48 non-prime working hours a penalty of 10% of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway will be imposed.</td>
</tr>
</tbody>
</table>

**Note:** The penalty defined in this section shall be used only when the solution is not accessible/ functional/ active but the hardware is functional at RSDC, Jaipur.

### ii). Penalty for Non-Availability of deployed Personnel/ Resources/ Manpower

Maximum of 18 leaves per year (4.5 per quarter on prorate basis) shall be allowed for resource deployed onsite at RISL. Leaves not taken in a quarter shall be accumulated and carried forward to the subsequent quarter and similarly balance leaves not availed in a year shall be accumulated and carried forward to the immediate next year.

In case resource needs to take off/leave from the duty, he has to take due approval from RISL authorities. In case total number of leaves exceed the maximum allowed leaves in that quarter, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following:
### iii). Penalty for non-timely performing software support service like Update patches (deployed solution)/ Incident reporting of Bugs fixing/ Minor Change Requests (deployed solution)

<table>
<thead>
<tr>
<th>Delay (in days)</th>
<th>Penalty Per Day (to be deducted from the total quarterly payable amount during the O&amp;M Phase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 Day</td>
<td>No Penalty</td>
</tr>
<tr>
<td>2(^{nd}) Day</td>
<td>Rs. 200/- per day.</td>
</tr>
<tr>
<td>3(^{rd}) Day</td>
<td>Rs. 300/- per day.</td>
</tr>
<tr>
<td>4(^{th}) Day</td>
<td>Rs. 500/- per day.</td>
</tr>
<tr>
<td>5(^{th}) Day or beyond</td>
<td>Rs. 1,000/- per day.</td>
</tr>
</tbody>
</table>

Note: Non-timely Content Management/ Bugs fixing / Change Management for 5 or more days for consecutive 2 months may be treated as breach of contract.

### o) The maximum total penalty in any quarter (excluding non-availability of deployed manpower/ resources/ personnel) shall not be more than 20% of the total amount due for the quarter beyond which the tendering authority will be free to initiate action as per RFP terms and condition for breach of SLA. The tendering authority may also forfeit the PSD and also debar the SI from bidding (for all types and form of bids) for at least three years in RISL and DoIT&C

### p) Penalty of 20% for consecutive two quarters may be treated as breach of contract and RISL may take suitable actions accordingly.

### 2) Change Requests/ Management

a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.

b) RISL may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -

- Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
- The method of deployment, shipping or packing.
✓ Schedule for Installation Acceptance.
✓ 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: -
✓ 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 RISL.
✓ 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.
✓ Approval or disapproval of the change request – RISL 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.
✓ Implementation of the change – The change will be implemented in accordance to the
agreed cost, effort, and schedule by the selected bidder.
✓ Verification of the change - The change will be verified by RISL 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 SI only
after securing the express consent of RISL. In the event that the consent of RISL is not
received then the change will not be carried out.
e) While approving any change request, if required, RISL 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
Agreement, equitable adjustments shall be made in the Agreement Price or Delivery
Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for
adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving
the RISL change order which shall not be unreasonably withheld or delayed.

Please note: for change requests pertaining to the solution enhancement scope, the SI
needs to justify the change request and submit the effort estimation required for making
necessary changes in the deployed solution. Department shall verify the estimated effort.
details submitted by the Selected Bidder and the final effort required for executing the change request shall be mutually agreed between the Selected Bidder and the Purchaser.
## ANNEXURE-1: BILL OF MATERIAL (BoM)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Component</th>
<th>Qty</th>
<th>Specifications as per Annexure-14</th>
<th>MAF Required (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Complete License cost of Application Platform (if any)</td>
<td></td>
<td>As per the requirement for successful implementation of the solution</td>
<td>Yes</td>
</tr>
<tr>
<td>2.</td>
<td>License cost for USSD Solution (if Applicable)</td>
<td></td>
<td>As per the requirement for successful implementation of the solution</td>
<td>Yes</td>
</tr>
<tr>
<td>3.</td>
<td>Implementation of USSD Solution</td>
<td>1</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>License cost for SMS Solution (if Applicable)</td>
<td></td>
<td>As per the requirement for successful implementation of the solution</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>Implementation of SMS solution</td>
<td>1</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>License cost for IVRS Solution (if Applicable)</td>
<td></td>
<td>As per the requirement for successful implementation of the solution</td>
<td>Yes</td>
</tr>
<tr>
<td>7.</td>
<td>Implementation of IVRS Solution</td>
<td>1</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Separate License Cost for ASR solution (if Applicable)</td>
<td></td>
<td>As per the requirement for successful implementation of the solution</td>
<td>Yes</td>
</tr>
<tr>
<td>9.</td>
<td>License cost for Outbound Calling Solution (if Applicable)</td>
<td></td>
<td>As per the requirement for successful implementation of the solution</td>
<td>Yes</td>
</tr>
<tr>
<td>10.</td>
<td>Implementation of Outbound Calling Solution</td>
<td>1</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Separate License Cost for TTS solution (if Applicable)</td>
<td></td>
<td>As per the requirement for successful implementation of the solution</td>
<td>Yes</td>
</tr>
<tr>
<td>12.</td>
<td>License cost for Voice Biometric Solution (if Applicable)</td>
<td></td>
<td>As per the requirement for successful implementation of the solution</td>
<td>Yes</td>
</tr>
<tr>
<td>13.</td>
<td>Implementation of Voice Biometrics Solution</td>
<td>1</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>License cost for Voice Transcription Solution (if Applicable)</td>
<td></td>
<td>As per the requirement for successful implementation of the solution</td>
<td>Yes</td>
</tr>
<tr>
<td>15.</td>
<td>Implementation of Voice Transcription Solution</td>
<td>1</td>
<td>NA</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Additional Item 1 – (Bidder should mention the item description)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
RFP for Implementation of Unified Communication Gateway (e-Sanchar 2.0)

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Component</th>
<th>Qty</th>
<th>Specifications as per Annexure-14</th>
<th>MAF Required (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>17.</td>
<td>Additional Item 2 – (Bidder should mention the item description)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Additional Item 3 – (Bidder should mention the item description)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Additional Item 4 – (Bidder should mention the item description)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Additional Item 5 – (Bidder should mention the item description)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please note:
1. The bidder should specify the quantity of the licenses for each items as per the requirements mentioned in the FRS
2. Total 1800 communication ports shall be provisioned for both the outbound calling and IVRS solutions. If any port bound TTS license is proposed by the bidder, the total count of these licenses should be equal to the same count of communication ports as mentioned above. Sharing of ports and licenses among the outbound calling and IVRS solutions could be at any ratio.
3. For IVRS, if ASR implementation would require some additional third party licenses, it should be mentioned separately in the BOM.
4. All types of licenses required (if any) should be specified separately with their quantity and unit cost.
5. MAF needs to be provided in case any COTs product is quoted by the bidder
6. All the offered products/ items shall cover onsite warranty/ ATS/ patch updates for two years post Go-Live of the project.
7. The quantities mentioned in the above table is indicative, the bidder should clearly update the quantities in the above table for all the items as per the requirement for successfully implementing their respective solutions as per RFP.
8. The bidder should clearly mention any additional items (apart from the hardware and software to be provisioned by RSDC as mentioned in the below table) required for successful implementation of unified communication gateway solution as per RFP. The bidder should clearly mention all the components offered against the BoM as per the Annexure titled “Component Offered- BoM”
Details of the Hardware Items that could be provisioned through RSDC:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Components</th>
<th>Qty.</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hardware available at RSDC</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Database Server (with latest version of Windows 8.0/ Redhat Linux 6.0 Server Edition)</td>
<td>1</td>
<td>Available on shared basis with windows server 2012/RHEL 7.x</td>
</tr>
<tr>
<td>2.</td>
<td>Application Server (with latest version of Windows 8.0/ Redhat Linux 6.0 Server Edition)</td>
<td>1</td>
<td>Available with windows server 2012/RHEL 7.x</td>
</tr>
<tr>
<td>3.</td>
<td>Web Server (with latest version of Windows 8.0/ Redhat Linux 6.0 Server Edition)</td>
<td>1</td>
<td>Available with windows server 2012/RHEL 7.x</td>
</tr>
<tr>
<td>4.</td>
<td>SAN Storage (5TB)</td>
<td>1</td>
<td>Available</td>
</tr>
<tr>
<td><strong>Software available at RSDC</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Data Base Server - Enterprise Edition (Latest version of MS SQL/ Postgre SQL / Oracle)</td>
<td>1</td>
<td>Available on shared basis</td>
</tr>
<tr>
<td>2.</td>
<td>Application Server (IIS/ JBoss/ Apache Tomcat)</td>
<td>1</td>
<td>Available, however in case of Jboss, requisite license are required to be provided/procured by the SI.</td>
</tr>
<tr>
<td>3.</td>
<td>Web Server (support .NET/ J2EE Platforms)</td>
<td>1</td>
<td>Available with standard configuration. Application based specific configuration if any, is required to be implemented and maintained by SI.</td>
</tr>
</tbody>
</table>
ANNEXURE-2: PRE-BID QUERIES FORMAT

Name of the Company/Firm: 

Bidding Document Fee Receipt No. ___________ Dated____________ for Rs. ____________/-

Name of Person(s) Representing the Company/ Firm:

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Designation</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Company/Firm Contacts:

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for Correspondence</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Query / Clarification Sought:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>RFP Page No.</th>
<th>RFP Rule No.</th>
<th>Rule Details</th>
<th>Query/ Clarification</th>
<th>Suggestion/</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ tender document fee.
ANNEXURE-3: BIDDER’S AUTHORIZATION CERTIFICATE (to be filled by the bidder)

To,
{Procuring entity},
________________________________________,
________________________________________,

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

Thanking you,

Name of the Bidder: - Verified Signature:
Authorised Signatory: -
Seal of the Organization: -
Date: ____________
Place: ________________

Please attach the board resolution / valid power of attorney in favour of person signing this authorizing letter.
ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

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 specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

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

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: __________
Place: _________________
ANNEXURE-5: MANUFACTURER’S AUTHORIZATION FORM (MAF) [to be filled by the OEMs]

To,
{Procuring Entity},
__________________________________________.

Subject: Issue of the Manufacturer’s Authorisation Form (MAF)
Reference: NIB/ RFP Ref. No. _____________________ dated __________

Sir,

We {name and address of the OEM} who are established and reputed original equipment manufacturers (OEMs) having factories at {addresses of manufacturing location} do hereby authorize {M/s __________________________ } who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us:

   {OEM will mention the details of all the names of the proposed product(s)}

We undertake that we take ownership for customization of the product as per the requirement of RISL and shall provide all the required resources to the bidder to ensure timely delivery of the product along with all the updates in the product during the entire contract period as per the RFP.

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

(Authorized Signatory)
Name, Designation & Contact No.:
Address: ___________________________________
Seal:
ANNEXURE-6: UNDERTAKING ON AUTHENTICITY OF COMPUTER EQUIPMENTS

{to be filled by the bidder (On Rs. 100/- Non-judicial stamp paper)}

To,
{Procuring Entity},
__________________________________________

Reference: NIB No. :________________________________________ Dated:________

This has reference to the items being supplied/ quoted to you vide bid ref. no. __________ dated __________.

We hereby undertake that all the components/ parts/ assembly/ software used in the equipment shall be genuine, original and new components /parts/ assembly/ software from respective OEMs of the products and that no refurbished/ duplicate/ second hand components/ parts/ assembly/ software are being used or shall be used. In respect of licensed operating system, we undertake that the same shall be supplied along with the authorized license certificate with our name/logo. Also, that it shall be sourced from the authorized source for use in India.

In case, we are found not complying with above at the time of delivery or during installation, for the equipment already billed, we agree to take back the equipment already supplied at our cost and return any amount paid to us by you in this regard and that you will have the right to forfeit our Bid Security/ SD/ PSD for this bid or debar/ black list us or take suitable action against us.

Authorized Signatory
Name:
Designation:
ANNEXURE-7: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER (to be submitted by the bidder on his Letter head)

To,
{Procuring Entity},
____________________________,
Reference: NIB No. :___________________________________ Dated:__________

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to 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 as mentioned in the financial bid (BoQ).

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 contract performance guarantee as prescribed in the bidding document.

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

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

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

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:
Authorized Signatory
Name:
Designation:
A) TABLE "A": Price Schedule for Design, Development, Customization, Testing, Integration, Deployment, Maintenance and Support of Unified Communication Gateway in Rajasthan

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Rate (in INR) including all Incidental Charges and all taxes but excluding Service Tax, CST and VAT (as applicable) = Unit Rate * Quantity as specified in Service Tax in INR</th>
<th>VAT in INR</th>
<th>CST in INR</th>
<th>Total Amount (in INR.) Including all taxes and incidental charges (as applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cost of Application Platform including license cost (if any)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>2</td>
<td>Software License cost for USSD Solution (if Applicable)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>3</td>
<td>Design, Develop, Customization, Testing, Integration and deployment of Unified Communication Gateway - USSD Component as per Sec. 4.1.1. and 4.1.3 of this RFP</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>4</td>
<td>Software License cost for SMS Solution (if Applicable)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>5</td>
<td>Design, Develop, Customization, Testing, Integration and deployment of Unified Communication Gateway - SMS Component</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Item Description</td>
<td>Quantity</td>
<td>Units</td>
<td>Rate (in INR) including all Incidental Charges and all taxes but excluding Service Tax, CST and VAT (as applicable) = Unit Rate * Quantity as specified in Service Tax in INR</td>
<td>VAT in INR</td>
<td>CST in INR</td>
<td>Total Amount (in INR.) Including all taxes and incidental charges (as applicable)</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------</td>
<td>-----------</td>
<td>--------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>6.</td>
<td>Software License cost for IVRS Solution (if Applicable)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>7.</td>
<td>Design, Develop, Customization, Testing, Integration and deployment of Unified Communication Gateway- IVRS Component as per Sec. 4.1.1. and 4.1.3 of this RFP</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>8.</td>
<td>Software and License Cost for ASR (if Applicable)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>9.</td>
<td>Software and License cost for Outbound Calling Solution (if Applicable)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>10.</td>
<td>Design, Develop, Customization, Testing, Integration and deployment of Unified Communication Gateway- Outbound Calling Component as per Sec. 4.1.1. and 4.1.3 of this RFP</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Item Description</td>
<td>Quantity</td>
<td>Units</td>
<td>Rate (in INR) including all Incidental Charges and all taxes but excluding Service Tax, CST and VAT (as applicable) = Unit Rate * Quantity as specified in</td>
<td>Service Tax in INR</td>
<td>VAT in INR</td>
<td>CST in INR</td>
</tr>
<tr>
<td>--------</td>
<td>----------------------------------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>-----------</td>
<td>-----------</td>
</tr>
<tr>
<td>11.</td>
<td>Software and License Cost for TTS (if Applicable)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>12.</td>
<td>Software and License cost for Voice Biometric Component Solution (if Applicable)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>13.</td>
<td>Design, Develop, Customization, Testing, Integration and deployment of Unified Communication Gateway- Voice Biometrics Component as per Sec. 4.1.1. and 4.1.3 of this RFP</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>14.</td>
<td>Software and License cost for Voice Transcription Solution (if Applicable)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>15.</td>
<td>Design, Develop, Customization, Testing, Integration and deployment of Unified Communication Gateway- Voice Transcription Component as per Sec. 4.1.1. and 4.1.3 of this RFP</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Item Description</td>
<td>Quantity</td>
<td>Units</td>
<td>Rate (in INR) including all Incidental Charges and all taxes but excluding Service Tax, CST and VAT (as applicable) = Unit Rate * Quantity as specified in Service Tax in INR</td>
<td>Service Tax in INR</td>
<td>VAT in INR</td>
<td>CST in INR</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>-----------</td>
<td>-----------</td>
</tr>
<tr>
<td>16.</td>
<td>Additional Item 1 as per BoM Offered by the bidder (Annexure 1)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>17.</td>
<td>Additional Item 2 as per BoM Offered by the bidder (Annexure 1)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>18.</td>
<td>Additional Item 3 as per BoM Offered by the bidder (Annexure 1)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>19.</td>
<td>Additional Item 4 as per BoM Offered by the bidder (Annexure 1)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>20.</td>
<td>Additional Item 5 as per BoM Offered by the bidder (Annexure 1)</td>
<td>1</td>
<td>Nos</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>21.</td>
<td>Operation Support and Maintenance For 1st year as per sec 4.1.4 of the SoW</td>
<td>1</td>
<td>Year</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>22.</td>
<td>Operation Support and Maintenance For 2nd year</td>
<td>1</td>
<td>Year</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sl. No.</td>
<td>Item Description</td>
<td>Quantity</td>
<td>Units</td>
<td>Rate (in INR) including all Incidental Charges and all taxes but excluding Service Tax, CST and VAT (as applicable) = Unit Rate * Quantity as specified in</td>
<td>Service Tax in INR</td>
<td>VAT in INR</td>
<td>CST in INR</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------------</td>
<td>----------</td>
<td>-------</td>
<td>---------------------------------------------------------------------------------</td>
<td>-------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>as per sec 4.1.4 of the SoW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Operation Support and Maintenance For 3rd year as per sec 4.1.4 of the SoW</td>
<td>1</td>
<td>Year</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>24.</td>
<td>Operation Support and Maintenance For 4th year as per sec 4.1.4 of the SoW</td>
<td>1</td>
<td>Year</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td></td>
<td>***Total &quot;A&quot; in Figures</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>***Total &quot;A&quot; in Words</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please Note:

1. The item description and quantity of the additional items should be considered as per the Annexure titled “Component Offered” by bidder. Bidders shall mention the total cost in column V of the above table for respective items mentioned in column II. The unit cost for each item shall be derived by dividing the total cost of each item mentioned in the above table by the respective quantity offered for the said item as per Annexure titled “Component Offered” submitted by the bidder.

2. It is mandatory to quote for the Operation and Maintenance for 3rd and 4th year. This quoted amount will be considered only for NPV calculation during the financial evaluation of the bids. However payment for the Operation and Maintenance for the 3rd and 4th years will be done to SI (at the tendered amount as per S. No. 23 and 24 respectively in the above table) subject to the extension of the O&M phase by another 2 years by the RISL.
ANNEXURE-8: BANK GUARANTEE FORMAT *(to be submitted by the bidder’s bank)*

**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,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

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. *<reference number>* dated *<date>* issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan *(hereinafter referred to as “RISL”)* 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 the RISL as earnest 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 the RISL of the said guaranteed amount without any demur, reservation or recourse.

3. We, the aforesaid bank, further agree that the RISL 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 the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL 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 the RISL 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 the RISL and it is further declared that it shall not be necessary for the RISL 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 the RISL 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 the RISL 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 count.

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:
WTINESS (with full name, designation, address & official seal, if any)
(1) ……………………………………….
…………………………………….
(2) ……………………………………….
…………………………………….
GUIDELINES FOR SUBMISSION OF BANK GUARANTEE
The Bank Guarantee shall fulfill 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 RISL.
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 address:
BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)
(To be stamped in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only and to be issued by a Nationalised/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s ...................................(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No..................................dated ................................made between the RISL through ................................ and ...................................(Contractor) for the work ...................................(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs..................................(rupees ...................................only), we ..................................(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of ............Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs...................(Rupees..................................only) on demand.

2. We................. (Indicate the name of Bank), do hereby undertake to pay Rs...................(Rupees............................only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We.................... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs...................(Rupees............................only).

3. We.....................(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.

4. We.....................(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We ......................(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us …………………… (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. We ……………………. (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs…………………. (Rupees………………….only).

9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.

10. We ……………………. (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.

11. 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 for the power of attorney issued by the bank.

Dated………………….day of………………….For and on behalf of the <Bank> (indicate the Bank)

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL
For and on behalf of the RISL

Signature

(Name & Designation)
ANNEXURE-9: DRAFT AGREEMENT FORMAT (to be mutually signed by selected bidder and procuring entity)

This Contract is made and entered into on this ______day of ________, 2013 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART.

And

M/s__________________, a company registered under the Indian Companies Act, 1956 with its registered office at ______________________ (herein after referred as the “Successful Bidder/ Supplier”) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. ______________________ dated__________, on which supplier has given their acceptance vide their Letter No. ________________ dated ______________.

And whereas

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

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

1. The NIB Ref. No. ________________________ dated ______________ and RFP document dated ______________ issued by RISL 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 RISL to supplier at the rates set forth in the work order no. ________________________ dated ______________ will duly supply the said articles set forth.
in “Annexure-I: Bill of Material” thereof and provide related services in the manner set forth in
the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent
clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related
services in the manner aforesaid observe and keep the said terms and conditions of the RFP
and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set
forth in the said conditions of the RFP, the amount payable for each and every project milestone
& deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of
technical resources shall be effected from the date of work order i.e. ____________ and
completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated
damages, the recovery shall be made on the basis of following percentages of value of stores/
works which supplier has failed to supply/ install/ complete: -

<table>
<thead>
<tr>
<th>Type of Delay</th>
<th>Recovery Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Delay up to one fourth period of the prescribed delivery period, successful</td>
<td>2.5%</td>
</tr>
<tr>
<td>installation &amp; completion of work</td>
<td></td>
</tr>
<tr>
<td>b) Delay exceeding one fourth but not exceeding half of the prescribed delivery</td>
<td>5.0%</td>
</tr>
<tr>
<td>period, successful installation &amp; completion of work.</td>
<td></td>
</tr>
<tr>
<td>c) Delay exceeding half but not exceeding three fourth of the prescribed</td>
<td>7.5%</td>
</tr>
<tr>
<td>delivery period, successful installation &amp; completion of work.</td>
<td></td>
</tr>
<tr>
<td>d) Delay exceeding three fourth of the prescribed delivery period, successful</td>
<td>10.0%</td>
</tr>
<tr>
<td>installation &amp; completion of work.</td>
<td></td>
</tr>
</tbody>
</table>

Note:

i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be
   eliminated if it is less than half a day.
ii. The maximum amount of agreed liquidated damages shall be 10%.
iii. If supplier requires an extension of time in completion of contractual supply on account of
     occurrence of any hindrances, he shall apply in writing to the authority which had placed
     the work order, for the same immediately on occurrence of the hindrance but not after the
     stipulated date of completion of supply.
iv. Delivery period may be extended with or without liquidated damages if the delay in the
    supply of goods in on account of hindrances beyond the control of supplier.

6. Service Level Standards/ Requirements/ Agreement

Draft of the Indicative Service levels is given below. RISL may add more service levels / modify
the service levels as per actual requirements.

i. Definitions:
   a) “Scheduled Maintenance Time” shall mean the time that the System is not in service
due to a scheduled activity as defined in this SLA. The scheduled maintenance time would
not be during 10X6 timeframe. Further, scheduled maintenance time is planned downtime
with the prior permission of the RISL.
   b) “Scheduled operation time” means the scheduled operating hours of the System for
the month. All scheduled maintenance time on the system would be deducted from the
total operation time for the month to give the scheduled operation time
c) **“System or solution downtime”** means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time the RISL and/or its employees log a call with the SI team of the failure or the failure is known to the SI from the availability measurement tools to the time when the System is returned to proper operation.

d) **“Availability”** means the time for which the services and facilities are available for conducting operations on the RISL system including application and associated infrastructure. Availability is defined as:

\[
\frac{(\text{Scheduled Operation Time} - \text{System Downtime})}{\text{Scheduled Operation Time}} \times 100\%
\]

e) *Bidder* shall provide **“Helpdesk Support”** on 10X6 basis which shall include Fault reporting, Trouble Ticketing and related enquiries during this contract.

f) **“Incident”** refers to any event / abnormalities in the functioning of the Data Centre Services that may lead to disruption in normal operations of the Data Centre, System or Application services.

ii. **Interpretations.**

a) The working hours of RISL are 10:00AM to 08:00PM on all working days (Mon-Sat) excluding Public Holidays or any other Holidays observed by the RISL. The SI however recognizes the fact that the RISL offices will require to work beyond the working hours on need basis.

b) "Non-Working Hours" shall mean hours excluding “Business Hours”.

c) **Service Window:**

<table>
<thead>
<tr>
<th></th>
<th>Prime Working Hours (PWH)</th>
<th>Non-Prime Working Hours (NPWH)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10:00AM to 08:00PM, 10 Hours (On all working days)</td>
<td>08:00PM to 10:00AM, 14 Hours (On all days)</td>
</tr>
</tbody>
</table>

d) 10X6 shall mean hours between 10:00AM – 8.00 PM on all working days of the week.

e) The SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements. However, if the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the RISL or an agency designated by them, then the RISL will have the right to take appropriate disciplinary actions including termination of the contract.
f) A Service Level violation will occur if the SI fails to meet Minimum Service Levels, as measured on a quarterly basis, for a particular Service Level. Overall Availability and Performance Measurements will be on a monthly basis for the purpose of Service Level reporting. An “Availability and Performance Report” will be provided by the SI on monthly basis in the RISL suggested format and a review shall be conducted based on this report. A monthly Availability and Performance Report shall be provided to the RISL at the end of every month containing the summary of all incidents reported and associated SI performance measurement for that period. Where required, some of the Service Levels will be assessed through audits or reports e.g. utilization reports, measurements reports, etc., as appropriate to be provided by the SI on a monthly basis, in the formats as required by the RISL. The tools to perform the audit will need to be provided by the SI. Audits will normally be done on regular basis or as required by the RISL and will be performed by the RISL or the appointed third party agencies.

g) The selected System Integrator (SI) must utilize the existing EMS tool of the State Data Centre and develop additional scripts (if required) for capturing the required data for SLA report generation in automated way. This tool should generate the SLA Monitoring report in the end of every month which is to be shared with the RISL on a monthly basis. The tool should also be capable of generating SLA reports for a quarter. The RISL will audit the tool and the scripts on a regular basis.

h) The SLAs will prevail from the start of the Operations and Maintenance Phase. However, SLAs will be subject to being redefined, to the extent necessitated by field level experience and the developments of technology practices globally. The SLAs may be reviewed on an annual/bi-annual / Quarterly/ Monthly basis as the RISL decides after taking the advice of the SI and other agencies.

i) Dependencies: The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected bidder or due to reasons attributable to RISL or third parties, the selected bidder would not be penalized. For example, if uptime of a particular equipment/application is desired and this is due to non-availability of power (which is out of scope of work of the selected bidder), then the time period during which a service was unavailable due to non-availability of power would be removed while calculating the uptime.

j) Monitoring & Evaluation: The selected bidder shall provide and make use of following system for monitoring and evaluation
### S. No | SLA | Monitoring System
--- | --- | ---
1 | Down time of IT & Non-IT Infrastructure deployed at all project locations (if any) | Through a web base/phone line Incident reporting log available at IT help desk
2 | Down Time of Deployed solution | Through EMS application available at RSDC
3 | Non-Availability of Manpower | Attendance Register at each project location (RISL)
4 | Delay in performing software support like upload content/ bugs fixing/ minor change request | Through a web base/phone line call log available at IT help desk

**k) Review Committee and Review Mechanism:** The designated review committee/members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the selected bidder. The review would include but not be limited to:

- Service provided during the review period
- Major incidents during the review period
- Problems that remains outstanding
- Review of Change requests/Variation and progress for enhancements
- Future events or business developments that will affect the Service
- Review any potential changes required to the SLA
- Agree items for submission to the executive decision making
- Review schedules for Services provided.

**l) The SI is expected to provide the following service levels.** In case these service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and invoke the penalty clause. Payments to the SI are linked to the compliance with the SLA metrics laid down in the tables below. The penalties will be computed and calculated as per the computation explained in this Annexure. During the contract period, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. the RISL and SI.

**m) Penalty for downtime:** If the selected bidder fails to deliver the required services due to reasons attributable to him like non-functioning of the hardware/ system, non-accessibility of the delayed solution, non-availability of the technical personnel/ manpower, etc. the cumulative penalty, as applicable, would be imposed as mentioned bellow while processing the payment for respective milestone.
n) Following tables outline the key service level requirements for the system, which needs be ensured by the SI during the operations and maintenance period. These requirements shall be strictly imposed and either the RISL or a third party audit/certification agency shall be deployed for certifying the performance of the SI against the target performance metrics as outlined in the tables below.

i). **Penalty for Downtime of Implemented Software Solution.**

- **During Prime Working Hour**

The penalty defined in table below is applicable for deployed solution not functional/accessible

<table>
<thead>
<tr>
<th>Item</th>
<th>Time to resolve after lodging of complaint</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overall Non-Availability of the deployed solution in a Quarter (PWH to be taken into account)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(A)</td>
<td>0 - 4 Hours</td>
<td>No Penalty</td>
</tr>
<tr>
<td>(B)</td>
<td>4 - 8 Hours</td>
<td>0.25% of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway per Prime Working Hour payable quarterly</td>
</tr>
<tr>
<td>(C)</td>
<td>8 - 12 Hours</td>
<td>0.5% and additional 0.50% per additional prime working hour of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway</td>
</tr>
<tr>
<td>(D)</td>
<td>12-48 Hours</td>
<td>5.0% and additional 0.80% per additional prime working hour of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway</td>
</tr>
<tr>
<td>(E)</td>
<td>Beyond 48 hours</td>
<td>Beyond 48 prime working hours a penalty of 15% of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway will</td>
</tr>
<tr>
<td>Item</td>
<td>Time to resolve after lodging of complaint</td>
<td>Penalty</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td></td>
<td>be imposed with additional 0.5% per PWH till the call is resolved</td>
</tr>
</tbody>
</table>

Note: The penalty defined in this section shall be used only when the website/application is not accessible/functional/active but the hardware is functional at RSDC, Jaipur.

- **During Non-Prime Working Hour**

The penalty defined in table below is applicable for deployed solution not functional/accessible

<table>
<thead>
<tr>
<th>Item</th>
<th>Time to resolve after lodging of complaint</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Overall Non-Availability of the deployed solution in a Quarter (NPWH to be taken into account)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(A) 0 - 8 Hours</td>
</tr>
<tr>
<td>(B)</td>
<td></td>
<td>8 - 16 Hours</td>
</tr>
<tr>
<td>(C)</td>
<td></td>
<td>16 - 24 Hours</td>
</tr>
<tr>
<td>(D)</td>
<td></td>
<td>24-32 Hours</td>
</tr>
<tr>
<td>(E)</td>
<td></td>
<td>32-48 Hours</td>
</tr>
<tr>
<td>Item</td>
<td>Time to resolve after lodging of complaint</td>
<td>Penalty during Support and Maintenance of Implemented software solution/ Unified Communication Gateway.</td>
</tr>
<tr>
<td>------</td>
<td>------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>(F)</td>
<td>Beyond 48 hours</td>
<td>Beyond 48 non-prime working hours a penalty of 10% of quarterly payable amount during Support and Maintenance of Implemented software solution/ Unified Communication Gateway will be imposed.</td>
</tr>
</tbody>
</table>

Note: The penalty defined in this section shall be used only when the solution is not accessible/ functional/ active but the hardware is functional at RSDC, Jaipur.

ii). Penalty for Non-Availability of deployed Personnel/ Resources/ Manpower

Maximum of 18 leaves per year (4.5 per quarter on prorate basis) shall be allowed for resource deployed onsite at RISL. Leaves not taken in a quarter shall be accumulated and carried forward to the subsequent quarter and similarly balance leaves not availed in a year shall be accumulated and carried forward to the immediate next year.

In case resource needs to take off/leave from the duty, he has to take due approval from RISL authorities. In case total number of leaves exceed the maximum allowed leaves in that quarter, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following:

<table>
<thead>
<tr>
<th>Resource Type</th>
<th>Penalty Per Day of Non-Availability (to be deducted from the total quarterly payable amount during the O&amp;M Phase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager/ Software Developer/ Database Admin (NOC)</td>
<td>Rs. 1500/- per day.</td>
</tr>
<tr>
<td>Helpdesk Executive (Helpdesk)</td>
<td>Rs. 1000/- per day.</td>
</tr>
</tbody>
</table>

iii). Penalty for non-timely performing software support service like Update patches (deployed solution)/ Incident reporting of Bugs fixing/ Minor Change Requests (deployed solution)

<table>
<thead>
<tr>
<th>Delay (in days)</th>
<th>Penalty Per Day (to be deducted from the total quarterly payable amount during the O&amp;M Phase)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 1 Day</td>
<td>No Penalty</td>
</tr>
<tr>
<td>2nd Day</td>
<td>Rs. 200/- per day.</td>
</tr>
</tbody>
</table>
o) The maximum total penalty in any quarter (excluding non-availability of deployed manpower/ resources/ personnel) shall not be more than 20% of the total amount due for the quarter beyond which the tendering authority will be free to initiate action as per RFP terms and condition for breach of SLA. The tendering authority may also forfeit the PSD and also debar the SI from bidding (for all types and form of bids) for at least three years in RISL and DoIT&C.

p) Penalty of 20% for consecutive two quarters may be treated as breach of contract and RISL may take suitable actions accordingly.

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

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ______ day of ___________________, 2013.

<table>
<thead>
<tr>
<th>Signed By:</th>
<th>Signed By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) Designation:</td>
<td>(Akhil Arora) Managing Director, RISL</td>
</tr>
<tr>
<td>Company:</td>
<td>Company:</td>
</tr>
</tbody>
</table>

**In the presence of:**

<table>
<thead>
<tr>
<th>In the presence of:</th>
<th>In the presence of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) Designation:</td>
<td>() Designation:</td>
</tr>
<tr>
<td>Company:</td>
<td>Department of IT&amp;C, Govt. of Rajasthan</td>
</tr>
</tbody>
</table>

**In the presence of:**

<table>
<thead>
<tr>
<th>In the presence of:</th>
<th>In the presence of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>( ) Designation:</td>
<td>() Designation:</td>
</tr>
<tr>
<td>Company:</td>
<td>Department of IT&amp;C, Govt. of Rajasthan</td>
</tr>
</tbody>
</table>
### ANNEXURE-10: COMPONENTS OFFERED – BOM

Please fill the following BOM for all the offered components.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Product Details (make and model)</th>
<th>Quantity</th>
<th>OEM Details (Name, Address, E-Mail, Mobile Nos.)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Hardware Components**

1. 
2. 
3. 
4. 
5. 

**Software Components**

1. 
2. 
3. 
4. 

**Please Note:**

1. Please mention clearly about the additional component offered against the specified BoM by specifying “additional item 1- product details” for respective items/ products
2. Please attach detailed specifications (preferably OEM Product Datasheet) and provide reference number in this column. (Deviations, if any, should be appropriately mentioned & highlighted in the compliance/ deviation column of the respective table as provided above in the Annexure titled “Indicative Functional Requirement Specifications”
Please specify your choice of system software from the list of system software available at the RSDC

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Component</th>
<th>System Software available at Rajasthan State Data Centre (RSDC)</th>
<th>Please specify your choice of system software (any one from the available system software at RSDC)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Database Server</td>
<td>MS SQL Or Postgre SQL Or Oracle</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Application/ Web Server</td>
<td>IIS Or Jboss Or Apache Tomcat</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Hosting Environment</td>
<td>.NET Or J2EE</td>
<td></td>
</tr>
</tbody>
</table>
# ANNEXURE-11: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR TECHNICAL EVALUATION

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>Value of Contract/Work Order (In INR):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Project Duration:</td>
</tr>
<tr>
<td>Location within country:</td>
<td></td>
</tr>
<tr>
<td>Name of Customer:</td>
<td>Total No. of staff-months of the assignment:</td>
</tr>
<tr>
<td>Contact person with address, phone, fax and e-mail:</td>
<td>Approx. value of the services provided by your company under the contract (in INR):</td>
</tr>
<tr>
<td>Start date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Completion date (month/year):</td>
<td></td>
</tr>
<tr>
<td>Name of associated Bidders, if any:</td>
<td></td>
</tr>
<tr>
<td>Narrative description of Project:</td>
<td></td>
</tr>
<tr>
<td>List of Services provided by your firm/company</td>
<td></td>
</tr>
</tbody>
</table>

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference.
ANNEXURE-12: FORMAT FOR CONSORTIUM AGREEMENT

(On non-judicial stamp paper of appropriate value to be purchased in the name of executants companies or as required by the jurisdiction in which executed)

This Consortium Agreement executed on this .............. day of..................... Two Thousand ............... By:
M/s. ......................................................... a Company incorporated under the laws of........................................ and having its registered office at ........................................ (hereinafter called the “Lead Member/First Member” which expression shall include its successors);

and

M/s. ......................................................... a Company incorporated under the laws of........................................ and having its registered office at ........................................ (hereinafter called the “Second Member” which expression shall include its successors)

The Lead Member/First Member and the Second Member shall collectively hereinafter be called as the “Consortium Members” for the purpose of submitting a proposal (hereinafter called as “Bid”) for the work of ……………………………..(Name of work)………………………for …………… (Name of project) of M/s……………………………..  to Government of Rajasthan (GoR)/ RajCOMP Info Services Limited (herein after called the “Owner/GoR/ RISL”), RISL being a Company incorporated under the Companies Act, 1956 having its registered office at Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur, India (hereinafter called the “Owner/GoR/ RISL”) in response to GoR/ RISL Request for Proposal Document (hereinafter called as “RFP” Document) Dated…………….. for the purposes of submitting the bid no. ……………….. ………………………….. and entering into a contract in case of award for the work of ………………………………..(Name of work)………………………for …………… (Name of project) of GoR/ RISL.

WHEREAS, the Owner invited bids vide its RFP document no. …………………. for the work of ………………………………………………………. AND WHEREAS as per document, Consortium bids will also be considered by the Owner provided they meet the specific requirements in that regard.

AND WHEREAS the PQ bid is being submitted to the Owner vide proposal dated ............ based on the Consortium Agreement being these presents and the PQ bid with its PQ bid forms and submission documents, in accordance with the requirement of PQ document conditions and requirements have been signed by all the partners and submitted to the Owner.

AND WHEREAS Clause ________ of RFP document stipulates that a Consortium of maximum two companies, meeting the requirements stipulated in the RFP document may submit a Proposal signed by Lead Member of the Consortium Members so as to legally bind all the Members of the Consortium who will be jointly and severally liable for the performance and all obligations thereunder to GoR/RISL and duly signed Consortium Agreement shall be attached to the Proposal.

NOW THEREFORE, in consideration of the mutual covenants of the members of the Consortium, the sufficiency whereof is hereby acknowledged and other good valuable consideration, we agree as follows:

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be…………………… Consortium.

2. M/s. ............................................... shall act as Lead Member for self, and for and on behalf of M/s ........................................ (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead Partner is
authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.

3. That M/s____________ which is the Lead Member of the Consortium shall invest and continue to invest ….% (at least 51% to be invested by Lead Bidder) interest in the Consortium for the Lock in Period as specified in the RFP document.

4. That M/s____________, (Second Member) shall invest and continue to invest ….% interest of the Consortium for the Lock in Period as specified in the RFP document.

5. The composition or the constitution of the consortium shall not be altered without the prior consent of GoR/RISL.

6. The roles and responsibilities of the lead bidder and the second member of the consortium for execution of various components/activities as defined in the RFP document shall be as under:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Project Component/Activity</th>
<th>Roles &amp; Responsibility of Lead Bidder</th>
<th>Roles &amp; Responsibility of Second Member of Consortium</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.

8. For the purpose of this Agreement, the RFP Document and the Contract, the Lead Partner shall be the single point of contact for the GoR/ RISL, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.

9. All instructions/communications from PMC to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.

10. If GoR/ RISL suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to GoR/ RISL on its demand without any demur or contest. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner before proceeding against or dealing with the other Member.

11. The financial liability of the Consortium Members to the GoR/ RISL, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to GoR/RISL.

12. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.

13. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Jaipur (Rajasthan) shall have the exclusive jurisdiction in all matters arising there under.

14. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by owner in the RFP document.

15. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by GoR/RISL.

16. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the
Project, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.

17. *Any other terms and conditions not in contradiction to the RFP and above mentioned terms and conditions.*

IN WITNESS WHEREOF, the Members to the Consortium agreement have through their authorised representatives executed these presents and affixed common seal of their companies, on the day, month and year first mentioned above.

| Common Seal of ................ has been affixed in my/our Lead Member presence pursuant to Board of Director’s resolution dated ......................... | For and on behalf of M/s.........................
| For and on behalf of M/s......................... | (Lead Bidder)
| (Signature of authorized representative) | (Signature of authorized representative)
| Name : | Name :
| Designation: | Designation:

1) Witness

2) Witness

| Common Seal of ................ has been affixed in my/our Lead Member presence pursuant to Board of Director’s resolution dated ......................... | For and on behalf of M/s.........................
| For and on behalf of M/s......................... | (Second member)
| (Signature of authorized representative) | (Signature of authorized representative)
| Name : | Name :
| Designation: | Designation:

1) Witness

2) Witness

Appeal No ………of ……………
Before the ………………………… (First/ Second Appellate Authority)

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

2. Name and address of the respondent(s):
   a. <please specify>
   b. <please specify>
   c. <please specify>

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

4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place …………………………………..

Date …………………………………

Appellant's Signature
ANNEXURE 14: INDICATIVE FUNCTIONAL REQUIREMENT SPECIFICATIONS:

The functional requirement specifications stated below are the minimum features that the solution suggested for Unified Communication Gateway (e-Sanchar 2.0) should have. This indicative functional requirement has been provided here to be used by the SI. The System Integrator/Implementation Agency (SI/IA) shall develop the System Requirement Specifications (SRS) documents where all the processes, procedures and existing templates should be studied in detail by the SI/IA. SI/IA should independently design the solutions as may be required to support the business operations. The SI/IA shall be required to coordinate with RISL for the detailed system study and interact with the different users of the RISL for preparation of SRS and related design documents.

The Unified Communication Gateway platform shall have following independent components:

1. SMS Gateway (with both pull and push)
2. Outbound Calling (text to voice, recorded etc.)
3. IVR System
4. USSD System (with both pull and push)
5. Voice Biometrics
6. Voice Transcription

These components are expected to be functional at independent level but will provide their API/Service interfaces to perform actions through them.

It has been envisaged that these components will be lying in a core component layer. Over this layer, a wrapper layer will be provided with the software modules for each of the core component. These modules will provide APIs/Services for various actions related to them.

These APIs/Services will also be hosted in the Raj Sewa Dwar (Enterprise Service Bus), which is a centralized service platform to host and distribute the web services for different applications.

An indicative architecture for the arrangement of these core components and their software modules is as follows:
Bidder shall be responsible for the following:

1. Development / implementation and configuration of the components listed in Core Component layer coloured as Green. The components coloured as Red are existing functional components available for required integration.

2. Design, develop, test and maintain the software components listed in Component Modules layer. These components shall expose a number if APIs for their functions. Internally, these APIs shall call the core component’s APIs for necessary action accordingly.

3. Design, develop, test and maintain the web services of the modules placed at Component Modules layer and to host them at the E-Sanchar Service Container layer. At this layer, an additional SSO based authentication and authorization module shall be developed and implemented to authenticate and authorize the incoming service requests.

4. To get the web service hosted also on Raj Sewa Dwar (ESB).
Note- Bidder needs to indicate the response from the OEM/Bider against each requirement as a part of functional and technical compliance

1. Functional Requirements Compliance Sheet for SMS Gateway:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Requirement</th>
<th>Indicate Yes/No</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System should allow to send a SMS to any mobile number in India</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>System should allow to send SMS to the DND numbers also</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>System should allow to receive a SMS from any mobile number in India</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>System should allow to send SMS with Unicode characters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>System should allow to receive SMS with Unicode characters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>System should have the capacity of sending 50 lacs SMSs per day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>System should have the capacity of sending at least 500 SMSs per second. This is the TPS required.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>System should allow to configure one or more short codes/long codes for receiving the SMSs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>System should allow to configure a sender id for all messages or different sender ids for different departments/services etc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>System should allow to use a sender id other than the configured sender ids</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>System should allow Message Concatenation by sending SMS fragments contiguously for up to 1000 characters</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>System should support sending Flash SMS in single or bulk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>System should support sending WAP Push SMS in single or bulk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>System should be able to integrate with any backend SMSC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>System should support SMPP (Short Messaging Peer-to-Peer) Protocol</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>System should support the proprietary Computer Interface to Message Distribution (CIMD) Protocol</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>System should be able to provide the logging of SMSs sent in database</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## S. No. Requirement Indicate Compliance

<table>
<thead>
<tr>
<th>No.</th>
<th>Requirement</th>
<th>Indicate Yes/No</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>18.</td>
<td>System should be able to provide logging of SMS received along with details in Database</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>System should be able to trigger an event on receiving of an incoming SMS with a predefined short code or long code</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>System should be able to provide a basic management interface with configuration settings, use of all APIs listed and general MIS reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>System should be able to provide necessary API for sending single SMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>System should be able to provide necessary API for sending bulk SMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>System should be able to provide Necessary API for sending single flash SMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>System should be able to provide necessary API for sending bulk flash SMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>System should be able to provide necessary API for sending single WAP Push SMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>System should be able to provide necessary API for sending bulk WAP Push SMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>System should be able to provide necessary event trigger for incoming SMS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28.</td>
<td>System should be able to provide necessary API to manage various configuration settings if any</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Functional Requirements Compliance Sheet for Unstructured Supplementary Service Data (USSD) System

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Requirement</th>
<th>Indicate Yes/No</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System should allow to send an USSD push to any mobile number in India</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>System should allow to receive an USSD pull request from any mobile number in India</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>System should allow to trigger an event on receive of an USSD pull request</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>System should allow to send data against a incoming pull request</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>System should allow to send and receive data in Unicode format</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Requirement</td>
<td>Indicate Compliance</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>System should work independently from the backend TSP</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>System should provide an integrable drag-drop featured web based designer interface for creating/updating a USSD pull menu. This interface should be able to get integrated in other web applications/web sites developed in different technologies.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>System should provide a functionality to convert an existing hierarchical XML structure to corresponding USSD menu</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>System should provide a basic management interface with configuration settings, use of all APIs listed and general MIS reports</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>System should allow to create and manage a USSD based information menu which can be accessed by a short code and can received input or provide information for various services accordingly</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>System should allow to use an existing authentication and authorization mechanism for the access of secure menu item/information over USSD.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>System should be able to send 500 USSD push in a second. This is the required TPS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>System should allow minimum 1000 concurrent USSD sessions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>System should support the throughput of 1000000 USSD sessions per day</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>System should provide standard connectivity protocols: SIGTRAN or USSD over SMPP or any other custom operator specific protocol over TCP, UDP or HTTP</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>System should support text, 8-bit binary content and 16-bit Unicode content as well using Data-coding. Also, all GSM Characters should be supported.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>System should support 128-bit and 256-bit encryption for storing and transmitting payload of secure transactions. At the time of service creation, Administrator should be allowed to select Secure Service in properties and HTTPS for these services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>System should support SMPP / HTTP protocol for integration with SMSC and HTTP / VXML</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Requirement</td>
<td>Indicate Compliance</td>
<td></td>
</tr>
<tr>
<td>-------</td>
<td>-----------------------------------------------------------------------------</td>
<td>---------------------</td>
<td></td>
</tr>
<tr>
<td></td>
<td>integration with IVR to provide USSD Callback kind of services.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>System should provide logging of USSD push notifications sent into the database</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>System should provide the logging of USSD pull requests received into the database</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>System should provide the logging of USSD sessions and their activities into database</td>
<td></td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>System should provide the logging of USSD sessions and related transactions into the database</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>System should be able to provide Necessary API for sending USSD push notifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>System should be able to provide Necessary API for sending USSD push notifications in bulk</td>
<td></td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>System should be able to provide Necessary Event/API for notifying the incoming pull request</td>
<td></td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>System should be able to provide Necessary API for sending data against a incoming pull request</td>
<td></td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>System should be able to provide Necessary API to manage various configuration settings if any</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

3. Functional Requirements Compliance Sheet for IVR

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Requirement</th>
<th>Indicate Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System should provide an IVR functionality to interact with a phone/mobile users</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>System should allow to use the underlying telecommunication channel to make outbound call to an user and plays the IVR on connect and capture the input from the user</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>System should allow to execute a hierarchical questionnaire with questions and their options over the IVR and collect the responses from users</td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Requirement</td>
<td>Indicate Compliance</td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>--------------------</td>
</tr>
<tr>
<td>4.</td>
<td>System should allow to use pre-recorded voice files for the questions and their options</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>System should allow to use some TTS technology to convert the text of the questions and their options to voice on the call</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>System should allow to use the mix of text and pre-recorded voice files for the questions and their answers</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>The TTS technology used should support both English and Unicode Hindi and a mix of both</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>System should support all possible formats of voice files to play on IVR</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>System should allow to capture the user's input through the DTMF</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>System should allow to capture the user's input using some ASR technology</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>The ASR technology should allow to specify a number of possible keywords for a given option/answer</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>System should allow to capture the user's input using a mix of DTMF and ASR based upon selection or success</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>System should allow to save the user's inputs against a given questionnaire into the database</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>System should allow to execute an IVR campaign with an hierarchical questionnaire and set of users and recording of user's inputs</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>System should allow to design an IVRS based information cum command system presented on an incoming call. The inputs from users will be recorded by system and necessary action (next menu, recording of request, information delivery using voice or other medium) will be taken accordingly</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>The IVRS based information cum command system should allow to accept a voice command and take appropriate action in backend based upon the predefined matching cases for a given menu item. This action might be a database update or a database fetch and deliver the response to the caller accordingly.</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>System should allow to specify the valid time ranges for making outbound IVR calls.</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>System should provide an integrable drag-drop featured web based designer interface for creating/updating a hierarchical questionnaire.</td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Requirement</td>
<td>Indicate Yes/No</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>------------------</td>
</tr>
<tr>
<td></td>
<td>This interface will be integrated in other web applications / web sites developed in different technologies.</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>System should provide a basic management interface with configuration settings, use of all APIs listed and general MIS reports</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>The system should be capable of making simultaneous IVR calls up to 1800</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>In ASR mode, it should support 120 simultaneous calls</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>System should support connectivity protocols: SS7/ISDN PRI</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>System should be able to provide Necessary API to make an IVR call based upon a predefined hierarchical structured questionnaire</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>System should be able to provide Necessary API to convert a similar hierarchical structured questionnaire into the IVR menu</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>System should be able to provide Necessary API to fetch the input recorded for a given campaign</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>System should be able to provide Necessary API/event to be used on the event of the selection of an IVR menu</td>
<td></td>
</tr>
</tbody>
</table>

### 4. Functional Requirements Compliance Sheet for Outbound Calling

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Requirement</th>
<th>Indicate Yes/No</th>
<th>Compliance</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System should allow to make outbound call to a phone/mobile number and play a voice message on connect.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>System should allow to play a pre-recorded voice file over the phone call</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>System should allow to use a TTS technology to convert a Unicode text in Hindi or English or mix of both to the corresponding voice to play over the call</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>System should allow to play a mix of text and pre-recorded voice files in any combination over the phone call.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>System should allow to use a predefined template and a set of parameters (text or voice) to generate the appropriate voice message to play over the phone call.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Requirement</td>
<td>Indicate Compliance</td>
<td>Compliance</td>
</tr>
<tr>
<td>-------</td>
<td>-------------</td>
<td>---------------------</td>
<td>------------</td>
</tr>
<tr>
<td>6.</td>
<td>System should allow to maintain a queue of outbound calls and to process them based upon various parameters like age, priority</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>System should allow to make calls on DND numbers also</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>System should allow to specify the valid time ranges for making calls.</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>System should provide a basic management interface with configuration settings, use of all APIs listed and general MIS reports</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>System should be able to make simultaneous outbound calls up to 1800</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>System should be able to provide Necessary API for submitting an outbound call with text message in calling queue</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>System should be able to provide Necessary API for submitting an outbound call with recorded message in calling queue</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>System should be able to provide Necessary API for submitting an outbound call using a predefined template (id of the template and list of parameters. Parameters may contain text or voice file names or both) in calling queue</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>System should be able to provide Necessary API for fetching status of an outbound call (call status, call time, duration) using a key</td>
<td>Yes/No</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>System should be able to provide Necessary API to manage various configuration settings if any</td>
<td>Yes/No</td>
<td></td>
</tr>
</tbody>
</table>

5. **Functional Requirements Compliance Sheet for Text to Speech Technology:**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Requirement</th>
<th>Indicate Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System should be able to allow a clear and flawless conversion of a given text into voice</td>
<td>Yes/No</td>
</tr>
<tr>
<td>2.</td>
<td>System should be able to convert a text in English or Unicode Hindi into the corresponding voice</td>
<td>Yes/No</td>
</tr>
<tr>
<td>3.</td>
<td>System should be able to convert a mix of English and Hindi into the corresponding voice</td>
<td>Yes/No</td>
</tr>
<tr>
<td>S. No.</td>
<td>Requirement</td>
<td>Indicate Compliance (Yes/No)</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>4.</td>
<td>System should be able to specify special character/character sequences/phrase to insert a natural pause while converting voice</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>System should be able to produce a human like voice from the given text</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>System should be able to pronounce the numerical values in both digit by digit or in the quantitative value.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>System should be able to provide a set of both male and female voices</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>System should be able to provide a way to specify the use of male or female voices into the message itself or supporting metadata</td>
<td></td>
</tr>
</tbody>
</table>

6. Functional Requirements Compliance Sheet for ASR Technology:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Requirement</th>
<th>Indicate Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System should be able to recognize a word/phrase spoken over the phone call and to match it with a given set of phrases in text</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>System should be able to recognise all the words or phrases spoken in languages: English, Hindi, Punjabi, Gujarati and Bhojpuri</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>System should be able to recognise the different accents of voice from different areas of Rajasthan state</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>If proposed solution is having port bound licenses, then it should support of using at least 200 simultaneous ports.</td>
<td></td>
</tr>
</tbody>
</table>

7. Functional Requirements Compliance Sheet for Voice Biometrics

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Requirement</th>
<th>Indicate Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System should be able to provide a voice based authentication mechanism</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>System should be able to provide a way to maintain a voice credentials/voice print repository for unlimited number of user accounts</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>System should be able to register a voice credentials/voice print against a user account</td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Requirement</td>
<td>Indicate Compliance (Yes/No)</td>
</tr>
<tr>
<td>-------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>4.</td>
<td>System should be able to modify/delete an existing credentials/voice print registered against a user account</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>System should be able to provide a way to match a provided voice data with the stored voice credentials/voice prints into the repository</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>System should be able to provide output of the match of provided voice data with the stored voice credentials/voice prints in form of a percentage match</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>System should be able to register the voice credentials/voice print in any language</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>System should be able to support the unlimited number voice prints. The number of stored voice password is not be restricted in any manner.</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>System should not restrict the length of pass phrase in any manner.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>System should be able to provide the Logging of voice credential transactions in the database including the registration / un-registration / modification / authentication etc.</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>System should be able to provide a basic management interface with configuration settings, use of all APIs listed and general MIS reports</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>System should be able to support minimum 1000 concurrent authentication sessions at a time</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>System should be able to provide necessary API to register a new voice credentials (user id, pass phrase and other relevant details)</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>System should be able to provide necessary API to deactivate/delete an existing voice credentials</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>System should be able to provide necessary API to update an existing voice credentials</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>System should be able to provide necessary API to fetch all registered voice credentials</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>System should be able to provide necessary API to fetch a registered voice credentials by an id</td>
<td></td>
</tr>
</tbody>
</table>
### 8. Functional Requirements Compliance Sheet for Voice Transcription

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Requirement</th>
<th>Indicate Compliance (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>System should be able to generate a text data corresponding to a recorded voice data provided</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>System should be able to support all possible audio file format for transcription</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>System should be able to support the conversion of voice data into text data as per the language spoken. English to English and Hindi to Hindi</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>System should be able generate the output file with Unicode text</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>System should be able to configure the path and name pattern of input and output files</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>System should be able to allow the logging of transcription activities in database</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>System should be able to provide a basic management interface with configuration settings, use of all APIs listed and general MIS reports</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>System should have the capacity of transcription of the voice data of 1800 hours per month</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>System should be able to provide necessary API to transcript a voice file into text (with the path of input and output file names)</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>System should be able to provide necessary API to manage various configuration settings if any</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>System should be able to provide necessary API to manage various configuration settings if any</td>
<td></td>
</tr>
</tbody>
</table>
## ANNEXURE 15: MINIMUM QUALIFICATION OF THE RESOURCES:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Designation</th>
<th>Minimum Qualification</th>
</tr>
</thead>
</table>
| 1.     | Sr. Software Engineer  | • B.E/ B.Tech/ MCA/ M.Sc (CS/ IT)/ MCA/ M.Tech  
• Fluency in English/ Hindi  
• 5+ years of post-qualification and relevant work experience as Software Developer |
| 2.     | Software Engineer      | • B.E/ B.Tech/ MCA/ M.Sc (CS/ IT)/ MCA/ M.Tech  
• Fluency in English/ Hindi  
• 3+ years of post-qualification and relevant work experience as Software Developer |
| 3.     | Helpdesk Executive     | • Graduate with knowledge of Computers (MS Excel, MS Word)  
• Conversant with English / Hindi language |

## ANNEXURE 16: FORMAT FOR CVs OF ONSITE RESOURCES

### Format for the Profiles

<table>
<thead>
<tr>
<th>Name of the person</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Designation / Job Title</td>
<td></td>
</tr>
<tr>
<td>Current job responsibilities</td>
<td></td>
</tr>
<tr>
<td>Proposed Role in the Project</td>
<td></td>
</tr>
<tr>
<td>Proposed Responsibilities in the Project</td>
<td></td>
</tr>
<tr>
<td>Academic Qualifications:</td>
<td></td>
</tr>
<tr>
<td>o Degree</td>
<td></td>
</tr>
<tr>
<td>o Academic institution graduated from</td>
<td></td>
</tr>
<tr>
<td>o Year of graduation</td>
<td></td>
</tr>
<tr>
<td>o Specialization (if any)</td>
<td></td>
</tr>
<tr>
<td>Key achievements and other relevant information (if any)</td>
<td></td>
</tr>
<tr>
<td>Professional Certifications (if any)</td>
<td></td>
</tr>
<tr>
<td>Total number of years of experience</td>
<td></td>
</tr>
<tr>
<td>Number of years with the current company</td>
<td></td>
</tr>
<tr>
<td>Summary of the Professional / Domain Experience</td>
<td></td>
</tr>
<tr>
<td>The names of customers (Please provide the relevant names)</td>
<td></td>
</tr>
<tr>
<td>Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure)</td>
<td></td>
</tr>
<tr>
<td>Prior Professional Experience covering:</td>
<td></td>
</tr>
<tr>
<td>Organizations worked for in the past</td>
<td></td>
</tr>
<tr>
<td>o Organization name</td>
<td></td>
</tr>
<tr>
<td>o Duration and dates of entry and exit</td>
<td></td>
</tr>
<tr>
<td>o Designation</td>
<td></td>
</tr>
<tr>
<td>o Location(s)</td>
<td></td>
</tr>
<tr>
<td>o Key responsibilities</td>
<td></td>
</tr>
<tr>
<td>Prior project experience</td>
<td></td>
</tr>
<tr>
<td>o Project name</td>
<td></td>
</tr>
<tr>
<td>o Client</td>
<td></td>
</tr>
<tr>
<td>o Key project features in brief</td>
<td></td>
</tr>
<tr>
<td>o Location of the project</td>
<td></td>
</tr>
<tr>
<td>o Designation</td>
<td></td>
</tr>
<tr>
<td>o Role</td>
<td></td>
</tr>
<tr>
<td>o Responsibilities and activities</td>
<td></td>
</tr>
<tr>
<td>o Duration of the project</td>
<td></td>
</tr>
<tr>
<td>o Total team size</td>
<td></td>
</tr>
</tbody>
</table>
### Format for the Profiles

<table>
<thead>
<tr>
<th>Description</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Please provide only relevant projects.</td>
<td></td>
</tr>
<tr>
<td>Proficient in languages (Against each language listed indicate if read/write/both)</td>
<td></td>
</tr>
</tbody>
</table>
ANNEXURE 17: TEMPLATE FOR COMMISSIONING CERTIFICATE

Commissioning Certificate

This is to certify that M/s………………………….. has successfully completed the following scopes of the project

1) Design, Develop, Customization, Testing, Integration and deployment of Unified Communication Gateway

2) System Integration and Commissioning (Go-Live)

All the corresponding activities related to the above scopes have been satisfactorily completed as per the requirement mentioned in the RFP. We hereby certify that the “Unified Communication Gateway” project for RISL have been successfully commissioned

Signature of Authorized Signatory

Certifying Agency
ANNEXURE-18: SIZING & DEPLOYMENT DETAILS

Bidder needs to provide hardware requirement for Smooth implementation and functioning of proposed “Unified Communication Gateway” Solution as per the following table:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item Description</th>
<th>Quantity</th>
<th>Indicative Specifications (Number of Cores and RAM)/ Name of the Product</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Application/ Web Server (Hardware)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Database Server (Hardware)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Any Other hardware (if required please add row)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Deployment Details and Diagram for Implementation of Unified Communication Gateway (To be provided)
ANNEXURE 19: COVERING LETTER OF THE BID
(To be submitted on the Company Letter head of the Tenderer, sealed and signed)

To,

Managing Director,

RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, Tilak Marg,
C-Scheme, Jaipur (Rajasthan)

[Reference No. ]

Dear Sir,

Ref: Request for Proposal (RFP) Notification dated................. No..........

1. I/We, the undersigned bidder, Having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Functional requirements, Service Level Standards & in conformity with the said bidding document for the same.

2. 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.

3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.

4. 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.

5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document.

6. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.

7. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

Signature........................
In the capacity of.........................
Duly authorised to sign Proposal for And on behalf of.................................
Seal of the Organization: -
Date......................... Place.........................
ANNEXURE 20: TENDER FORM

[Reference No.                ]

Addressed to:

<table>
<thead>
<tr>
<th>Name of the Tendering Authority</th>
<th>Managing Director, RajCOMP Info Services Limited (RISL),</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</td>
</tr>
<tr>
<td>Telephone</td>
<td>0141-2229394, 5103902</td>
</tr>
<tr>
<td>Tele Fax</td>
<td>0141-2228701</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Pkjiangid.doit@rajasthan.gov.in">Pkjiangid.doit@rajasthan.gov.in</a> (clearly mention the NIT no. in the subject of the mail)</td>
</tr>
</tbody>
</table>

Firm Details

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Contact Person with</td>
<td></td>
</tr>
<tr>
<td>Designation</td>
<td></td>
</tr>
<tr>
<td>Registered Office Address</td>
<td></td>
</tr>
<tr>
<td>Address of the Firm</td>
<td></td>
</tr>
<tr>
<td>Year of Establishment</td>
<td></td>
</tr>
<tr>
<td>Type of Firm</td>
<td>Public Limited</td>
</tr>
<tr>
<td>Put Tick( ) mark</td>
<td>Private Limited</td>
</tr>
<tr>
<td></td>
<td>Partnership</td>
</tr>
<tr>
<td></td>
<td>Proprietary</td>
</tr>
<tr>
<td>Telephone Number(s)</td>
<td></td>
</tr>
<tr>
<td>Email Address/ Web Site</td>
<td>Email:</td>
</tr>
<tr>
<td></td>
<td>Web-Site:</td>
</tr>
<tr>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>Mobile Number</td>
<td></td>
</tr>
<tr>
<td>Certification/Accreditation/</td>
<td></td>
</tr>
<tr>
<td>Affiliation, if Any</td>
<td></td>
</tr>
</tbody>
</table>

- The requisite tender fee amounting to Rs. ________/-(Rupees <in words>) has been deposited vide receipt no. _______ dated ___________.
- The requisite RISL processing fee amounting to Rs. ________/-(Rupees <in words>) has been deposited vide receipt no. _______ dated ___________.
- The requisite EMD amounting to Rs. ________/-(Rupees <in words>) has been deposited vide Banker’s Cheque/ DD No. ___________ dated ___________.

Page 144 of 145
• We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:
Contact Person: ______________________
Name & Seal of the firm: ______________________
Authorized Signatory: ______________________