Request for Proposal (RFP) for Design, Development, Implementation & Maintenance of Integrated Financial Management System (IFMS) 3.0	

File No.: 4.3 (536)/ RISL/Tech/ 2023   Dated: 03/03/2023

Mode of Bid Submission	Online though e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, B-Block, YojanaBhawan, TilakMarg, C-Scheme, Jaipur (Rajasthan)
Pre-Bid Meeting	15/03/2023 at 03:30 PM Venue: Conference Hall, Ground Floor, IT Building, Yojana Bhawan Parisar, C-Scheme, Tilak Marg, Jaipur
Last Date & Time of Submission of Bid	05/04/2023 till 04.00 PM
Date & Time of Opening of Technical Bid	05/04/2023 at 04.30 PM
Date & Time of Opening of Financial Bid	To be intimated to the technically qualified bidders

Bidding Document Fee: Rupees One Thousand Only (Rs. 1,000 only)

RISL Processing Fee: Rupees Two Thousand Fine Hundred Only (Rs. 2,500 only)

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

RajCOMP Info Services Limited (RISL)

First Floor, YojanaBhawan, B-Block, TilakMarg, C-Scheme, Jaipur (Rajasthan)
Phone: 0141- 5103902   Fax: 0141-2228701
Web: http://risl.rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	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. Also called as EMD.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Chairman cum Managing Director, RISL in this bidding document.
Contract	A contract entered into between the procuring entity and a selected bidder concerning the subject matter of procurement
Day	A calendar day as per GoR/ GoI.
DeitY, GoI	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
DTA	Directorate of Treasuries and Accounts
ETDC	Electronic Testing & Development Centre
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	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
G2C	Government to Citizen
G2G	Government to Government
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
FD	Finance Department, Government of Rajasthan
IFMS	Integrated Financial Management System
INR	Indian Rupee

ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement / Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly.
Project Duration	**Development and FMS of 5 years, which can be extended by 2 more years (on per year basis) as per mutual consent**
Project Site	Wherever applicable, means the designated place or places.
PSD	Performance Security Deposit. Instrument obtained against the issue of each individual work order
Purchaser/ Purchaser/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RajSWAN / RSWAN	Rajasthan State Wide Area Network
RFP/ Bidding Document	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
SD	Security Deposit obtained against the issue of Rate Contract
Services	Any subject matter of procurement other than goods or works and includes physical, warranty, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number

TPA	Third Party Auditors
WO / PO	Work Order / Purchase Order

Contents

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

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

File No.: 4.3 (536)/ RISL/Tech/ 2023/8372   Dated: 03/03/2023

Unique Bid Ref. No: RIS.2223SLOB00134

Name & Address of the Procuring Entity	• Name: Managing Director, RISL • Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (PoIC)	• Name: Sh. R.L. Solanki, Technical Director • Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) • Email:rlsolanki@rajasthan.gov.in
Subject Matter of Procurement	Request for Proposal (RFP) for Design, Development, Implementation & Maintenance of Integrated Financial Management System (IFMS) 3.0
Bid Procedure	Single-stage: two part (envelop) Open Competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) - L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	• Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in, http://doitc.rajasthan.gov.in
Estimated Procurement Cost	INR 98.00 Crores (including taxes)
Document Fees & Processing Fees	• Bidding document fee: Rs. 1000 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". • RISL Processing Fee: 2500 (Rupees Two Thousand Five Hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Bid Security and Mode of Payment	• Amount (INR): 2.0% of the estimated procurement cost (mentioned above), • 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 Availability of Bidding Document (Start/ End Date)	03-03-2023 06.00 PM to 05-04-2023 04.00 PM
Date/ Time/ Place of Pre-bid meeting	• Date: 15/03/2023 Time: 3:30 PM • Place: Board Room, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Manner, Start/ End Date for the submission of Bid	• Manner: Online at e-Proc website http://eproc.rajasthan.gov.in • Start date: 22.03.2023, 06:00 PM • End date: 05.04.2023, 04:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	Start Date: 22-03-2023 from 6.00 PM onwards till End Date: 05-04-2023 till 04:00 PM
Date/ Time/ Place of Technical Bid Opening	• Date: 05.04.2023 • Time: 04:30 PM • Place: Office of RISL, Board Room, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	• Will be intimated to the technically qualified bidders
Bid Validity	180 days from the bid submission deadline

Note:

1) Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for RISL Processing Fees 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, the bidder fails to physically submit the Banker's Cheque/ Demand Draft for RISL Processing Fee up to the time as mentioned in the NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.

3) To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bid. Bidder 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, bidder must register on http://eproc.rajasthan.gov.in (bidder 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, bidder is 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) Bidder is 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 RISL on a regular basis. Bidder interested for training may contact e-Procurement Cell, RISL 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 Bid.

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/ authorised partner.

9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.

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 RTPP Act 2012 and Rules thereto, the later shall prevail.

(R. L. Solanki)
Technical Director

2. PROJECT PROFILE & BACKGROUND INFORMATION:

1) Finance Department of State deals with Budgeting and Accounting of the State according to the rules and procedures outlined under various rules. In Rajasthan, IFMS was conceptualized in Financial Year 2010-11 under the ambit of Finance Department to address the shortcomings of earlier offline computerization pertaining to budget processes and Treasury functions. *Directorate of Treasuries and Accounts was deputed as Nodal Department for implementation of IFMS and NIC was deputed as implementing agency.*

2) Current architecture of IFMS makes budgeting processes more efficient, improves cash flow management, promotes real-time reconciliation of accounts, strengthens management information system, improves accuracy and timeliness in accounts preparation, brings about transparency and efficiency in public delivery system, better financial management along with improved quality of governance

3) The IFMS has been designed to develop as an umbrella system covering all modular systems and their integration to ultimately achieve the status of complete computerization of state wide financial transactions with an aim of efficient monitoring. IFMS has matured from a software package into a suite of applications catering to various aspects of financial management in Government of Rajasthan.

a) Above functions involve interacting with 67 Administrative Department, 145 Departments, 204 Budget Controlling Officers, 32,000+ drawing & disbursal officers, 41 treasuries, 258 Sub Treasuries, 45+ banks, 4500+ PD Account holders, Banking operations with all autonomous bodies/ Panchayat samities/ Gram Panchayat etc., more than 15 lakh employees and pensioners and 90 lakhs social security pensioners. To manage this complex ecosystem, Finance Department established an Integrated Financial Management System (IFMS) based on the requirement of different stakeholders and their functions.

b) As IFMS includes Budget-estimation, planning, preparation, distribution, monitoring, sanctions, additional allocations, supplementary grants, excess savings, re-appropriation, e-bills, e-payments, e-account, e-receipts, e-reconciliation, bank, PFMS, AG, RBI, departmental integration etc. The IT initiatives in Government of Rajasthan have encouraged various offices, which are under the control of the Finance Department to develop systems to facilitate their day to day operations. Most of the functionalities have been develop and executed by NIC for last one decade in IFMS using different platforms and technologies gradually. Consequently, large amount of digital data has been generated, i.e. legacy data. As now, the complete system is required to be revamped.

c) The huge data is available but there is a lack of analytical /MIS reports due to different set of data and processes under IFMS.

d) The IFMS 2.0 is dot net. State has decided change the technology of IFMS in Oracle-Helidon under the ambit of IFMS 3.0 with multiple new insertions due to gaps resolution and BPR. Multiple applications of IFMS 2.0 will be now available at a centralised architecture so new development of all processes from scratch has been started.

e) IFMS 3.0 is divided in to 4 core modules- A. Budget Management B. Disbursement Engine C. Revenue Management D. Accounting E. Integrations

f) IFMS 3.0 has been started with some activities under Budget management and Disbursement Engine such as BFC processes ,Budget volume reports, Employee, payee, pension, Treasury etc

g) Functional designs have been prepared for all modules of IFMS 3.0 . Technical designs are also being executed.

The major objectives of IFMS 3.0 are as follows:

a) Eliminate/ reduce human intervention in all processes with effective IT management controls

b) Standardization of all processes including solution architecture and design

c) Platform based design & micro services based architecture

d) Human centric design and improved UI/ UX

e) Implementation of a common disbursement engine
f) Encompass all financial transactions of the state, including those of PSUs and other local bodies
g) Implementation of SSO and integration with e-Vault, Jan Aadhaar, Aadhar, Banks and other State/Central Departmental Portals at different and related IT platforms.
h) Effective dashboards at different level of monitoring authorities
i) Periodical reports
j) Analytics on the given parameters
k) Other new insertions / updations as decided by State-time to time.
l) Review and re-integration with all stakeholders
m) Change management and help desk
n) Integration/ use of already developed processes in IFMS 3.0

The project would cover following core functions of government-

- Core Modules-
- Disbursement Engine- Treasury Route and Banking route
- Budget Management
- Revenue management with GST integration-Treasury Route and Banking route
- Accounting Module

Supporting modules-
- Sanctions
- Migration of existing data/ verification of data very effectively with centralized data architecture.
- Master Data management / Rule engine
- Centralized UI/UX interface for execution of work and self-services
- Mobile apps for all modules as desired by State -time to time
- Analytical tools / dynamic reports / MIS /Dash boards etc
- Other processes which state may decide to insert under IFMS/ or required due to changes in rules.
- Integration with AG/RBI/PFMS/BANKS/NSDL/NPCI/ Departmental Portals/ ECO system of DOIT&C.
- **Public Corporations/ Societies and Public-Companies**: Public Corporations/ Societies & Public Companies are involved in implementation of major projects and schemes across the State. Currently accounts of these organization including revenues & expenditure are managed independently by them through PD accounts & banks and there is no visibility of their accounts to Department of finance despite being controlled by Finance Department. Banking transaction System for such organisation would become part of the scope of the Project.
- **Taxation /expenditure & Financial Analytics:** Development of Financial Analytics involving integration with all concerned revenue/ expenditure platform generating departments shall become part of scope of IFMS3.0.

This RFP is for end to end development and implementation of IFMS 3.0 according to the decided functional designs (as per the rules &procedures of State Government) , development of all left out processes, takeover of developed processes / functional designs/ technical designs (under IFMS 3.0.), Upgradation, Customization, Testing, and Implementation & Maintenance of Application Software, new insertions, new development, new updations/ rectifications/ change requests / handling helpdesk related issues etc.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

Sr.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a company registered under Indian Companies Act OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR A Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)	Copy of Certificates of incorporation / Certificate of Registration
2.	Compliance to Land Border Policy	Bidder should comply with Sub rule 4 under rule 13 of RTTP 2013.	Copy of Registration with the Industries Department of the Government of Rajasthan
3.	Financial: Turnover from IT/ ITeS	Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. (from 2017-18 to 2021-22) as per the last published audited balance sheets), should be at least INR 300.00 Crores.	CA Certificate with CA's Registration Number/ Seal and UDIN
4.	Financial: Net Worth	The net worth of the bidder as per the last published balance sheet on 31-03-2022 should be Positive.	CA Certificate with CA's Registration Number/ Seal and UDIN
5.	Technical Capability -I	The bidder must have successfully implemented/implementing (end to end) **multiple e-Governance projects** similar to IFMS nature involving Application Software Development in any state/ central government department/ Banks/RBI with value not below INR 300cr during the period 01-Apr-2014 to 31-Jan-2023. OR The bidder must have successfully implemented/implementing (end to end) at least **Two e-Governance projects** of similar nature in any state/ central government department/ Banks/RBI with value not below INR	Annexure-9 for each project reference, AND {Work Completion Certificates from the client. OR Roll out proof, Work Order + Self Certificate of Completion along with certified document from the Statutory Auditor/CA with CA's Registration Number/ Seal and UDIN, having project completed value

		180.00 Crore each in the period 01-Apr-2014 to 31-Jan-2023. Note: • *Similar nature means any turnkey software development project of financial domain involving design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP.* • *The value of the WO shall be computed after removing any other non-application development components like supply of Software License, Hardware / IT infrastructure equipment, digitization and survey related activities etc.* • *If any consolidated WO is submitted, the WO / Client Certificate shall clearly specify the actual cost of application development and O&M/ FMS*	equivalent to the amount mentioned OR Work Order + Phase Completion Certificate (having project completed value equivalent to the amount mentioned) from the client. (**Note:** The work order and work completion or any phase completion certificate issued by state government/ central government/ PSU should mention "Application Software Development/ Customization/ Maintenance/ Enhancement")
6.	Technical Capability - II	Bidder should have valid CMMI level 5 certificate as on last date of bid submission.	Relevant documents (valid document) at the time of submission of bid)
7.	Technical Capability - III	The bidder must have at least 2000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022	Certificate by Head of Human Resource/authorised representative on bidder's letterhead
8.	Tax registration and clearance	The bidder should have a registered number of 1. GST where his business is located 2. Income Tax / Pan Number.	• Copies of PAN • GST registration Certificate/ Number
9.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the	A Self Certified letter as per Annexure-3: Self-Declaration

		commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document.	

In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -

    a. the procuring entity shall disqualify a bidder as per the provisions under "Clause: Exclusion/Disqualification of bids in Chapter-5: ITB"; and

    b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK, DELIVERABLES & TIMELINES:

a. Overall Scope:

The project would cover following core functions of government-

1 Disbursement Engine- Treasury Route and Banking route
2) Budget Management
3) Revenue management with GST integration-Treasury Route and Banking route
4) Accounting Module
5) Sanctions
6) Migration of existing data/ verification of data very effectively with centralized data architecture.
7) Master Data management
8) Rule engine
9) Centralized UI/UX interface for execution of work and self-services
10) Mobile apps for all modules as desired by State -time to time
11) Analytical tools / dynamic reports / MIS /Dash boards etc
12) Other processes which state may decide to insert under IFMS/ or required due to changes in rules.
13) Integration with AG/RBI/PFMS/BANKS/NSDL/NPCI/ Departmental Portals/ ECO system of DOIT&C/ any other systems
14) **Public Corporations/ Societies and Public-Companies**: Public Corporations/ Societies & Public Companies are involved in implementation of major projects and schemes across the State. Currently accounts of these organization including revenues & expenditure are managed independently by them through PD accounts & banks and there is no visibility of their accounts to Department of finance despite being controlled by Finance Department. Banking transaction System for such organisation would become part of the scope of the Project.
15) **Taxation /expenditure & Financial Analytics**: Development of Financial Analytics involving integration with all concerned revenue/ expenditure platform generating departments shall become part of scope of IFMS3.0.

This RFP is for end to end development and implementation of IFMS 3.0 according to the decided functional designs, Development& designing , takeover of developed processes under IFMS 3.0/ functional designs/ technical designs. Upgradation, Customization, Testing, and Implementation & Maintenance of Application Software for IFMS 3.0, new insertions, new development , new updations/ rectifications/ change requests / handling helpdesk related issues etc .

Major objectives-

- Eliminate/ reduce human intervention in all processes with effective IT Management controls
- Standardization of all processes including solution architecture and design
- Platform based design &micro services based architecture
- Human centric design and improved UI/UX
- Implementation of a common disbursement engine
- Encompass all financial transactions of the state, including those of PSUs and other local bodies
- Implementation of SSO and integration with e-Vault, Jan Aadhaar, Aadhar, Banks and other State/Central Departmental Portals at different IT platforms.

- Improved user experience through the web portal/mobile apps.
- Analytical reports for better insights
- High availability of the services
- Effective dashboards at different level of monitoring authorities
- Periodical reports /Analytics on the given parameters
- Implementing industry standards while developing the application
- Integration with eco systems of DOIT&C/Departments / banks/ RBI/AG/PFMS/ ministries of GOI

RISL on behalf of Finance Department, Government of Rajasthan intends to engage a professional and competent IT firm/agency for a period of Five Year for implementation on Turnkey and delivery basis including Designing , Development, takeover, Upgradation, integration, Testing, and Deployment &support, Maintenance of IFMS 3.0 Project on behalf of Finance Department and Directorate of Treasuries & Accounts, Government of Rajasthan. New processes shall also be inserted continuously during support/ maintenance phase. This work should be done according to the functional designs already finalised by the STATE Government.

The entire project is divided into four Modules :

A. Budget Management System
B. Disbursement Engine
C. Revenue Management
D. Accounting

As under IFMS 3.0 – new architecture, some processes have already been evolved for BFC/Budget reports, functional designs of all modules, Budget management, disbursement engine etc Phase-1 would involve, use of already developed processes & designs, integration, new Development in already developed processes, development of remaining processes & Go-Live of IFMS 3.0 Application as per scope of work mentioned in this RFP within a period of first three months. It would broadly comprise of the following activities-

- Takeover of designs/development , new Development, Testing and Deployment of IFMS 3.0 Software Solution (Web & Mobile Application and Web portal)
- Data Migration and verification
- Training on application software and Handholding Support
- System Integration and Commissioning (Go-Live)
- Change requests, updations, new insertions, help desk issues etc.

Phase-2 will include development (designs if required) of remaining modules of IFMS 3.0 , UAT, Roll out, implementation, updation, new insertions, help desk issues etc. It should be completed within a period of 6 months. IFMS –phase-3 onwards include successful bidder would be required to provide O&M and FMS of End-to-end implementation of IFMS 3.0 Application as per scope of work mentioned in this RFP for a period of four (4) years after sign off. It would broadly comprise of the following activities-

- Operational / support Services
- Web Application and Web Portal Support and Maintenance (FMS)

COMPONENTS OF IFMS 3.0

IFMS 3.0 will be designed under four major core components- **Disbursement Engine, Budget management, Revenue Management, Accounting platform and Integrations**

with external systems. Functional designs have been prepared and BFC/Budget volume reports have been developed. Development has also been started in employee, pension, payee under DE.

The table below lists down the broad functional coverage of Disbursement Engine, Budget Management & Accounting Platform under IFMS 3.0:

SNo	Functional area	Key functions covered
1	Masters data management	• Database architecture, management of master data modules in all other modules etc • IT controls and environment for preparing masters • Creating and managing masters • Data governance • Migration, verification
2	General Requirements	• Database and application architecture • Performance of application • Workflow configuration and workflow engine • Settings and configuration • Master data management – Global and local masters management • UI/UX designs • System Administration • Rules engine • Audit Trails • Service oriented architecture, WCC, e-Vault usages • Report Generation (general requirements) • Data analytics • Other General Requirements • Copying/ creating Stored procedures as and when required for some specific processes. • Use of SOA tools • Functional/technical designs for new/some processes • Data migration and verification • Back up / retention of data • Use of golden gate/ block chain etc • QC testing
Disbursement Engine		
1	Sanctions Management	• Budget related sanctions, Global and local sanctions, A&F, Payment sanctions Financial sanction for making payment (Pay & Allowances related sanctions). • A&F Sanctions for Civil Depts./ Works/ Grant-in-Aid (GIA) / Refund • Advance adjustment/ Utilization Certificate based payments • Other related work
2	Employee Information Management and Employee Payments	• Employee creation and employee information management • Salary Masters • Employee self-service • Employee requests and sanctions • Leave management, Joining, Relieving/ LPC in /LPC out

		• Employee payments bill preparation • new insertions, updations • Other related work
3	Pensions Management	• Pensioner management • Pensioner self-service • Pension payments/LTA/life certificate • Pension set and Pension sanctions/ revisions/ new insertions, updations • Other related work
4	Works Accounting and Works Bill Payments	• SOP. A&F Sanctions for Works (integration with A&F) Price escalation, A&T, Rate Contract, other • BSR. Technical Sanction. Work Order, G/H Schedules., e-MB/ hinderances/ BOQ/ Forest specific customization of Works monitoring and Works bills, Works Accounting • Works Account Monitoring • Works bill preparation • Vendor registration • Other related work

5	Other Bills Preparation	• A&F, Work Orders, e-Invoicing, Payment sanctions, SOP,
		• Bill Preparation Common Processes
		• Payee management /registration
		• Vendor/ contractor/service provider Payments
		   o Contract records management
		   o Vendor management
		   o e-Invoicing and other vendor self-service
		   o Vendor payments bill preparation
		• Beneficiary Payments
		   o Beneficiary Management
		   o Beneficiary payments bill preparation
		   o Scheme management
		• Debt Repayment Bills
		• Refund Bill Process (through integration with eGRAS)
		• Adjustment Bill Process
		• Other related work/ insertions of new bills/sanctions

6	Bill Processing and Payments	• Core Treasury System • Treasury functions/e-ceiling / PAO system (if approved by authorities) • Bill Verification • Gatekeeper Check • DDO/HO/HOD/BCO/AD/FD/TREASURY Functions • Payment Prioritisation • Payment processing (through e-Kuber integration) • Management of Departmental Portal's ' bills and payments, scheme on-boarding, payee generation , status sharing , integrations etc. • Integration with eco systems of Departmental Portals/ DOIT&C, NPCI/Banks/e-Kuber, RBI/SIPF/Rajkaj/AG /PFMS /Others etc. • Other related work

7	Single Nodal Accounts (SNA) Management and Payments	• Single Nodal Accounts (SNA) Management • SNA Bill preparation and payments • Accounts preparation for SNA/ CSS RBI e-Kuber process management • PFMS integration • Other related work
8	Deposit Accounts Management	• Creation and management of deposit accounts • Fund transfer to deposit accounts • Bill preparation and payments from deposit accounts (including for autonomous bodies) • Accounts preparation for deposit accounts • Other related work
2.	Revenue management	Profile creation, service mapping, purpose generation, Challan generation, bank integration, GST integration, e-Kuber integration, Net banking, debit /credit card payments / anywhere banking / PD/ME deposit processes, Account of e-Try , Bank scrolls/DMS etc Other related work
3.	Accounting System	• Overall accounting of revenue and expenditure, , Account submission to AG office, integration , bank scrolls, RBI -DN/RN/CN/ AS management reconciliation with AG. , CSS implementation handling. Generation of lists of accounts/ forms of Accounts/ Closing abstract etc./ integration with AG/Banks/RBI • Other related work
	Ledger configuration and accounts compilation	• Head of accounts configuration • accounts compilation • Accounts submission to AG (through integration with IM server) • Other related work
4	Budget Management	• Planning/ CCS/Estimation, BFC/BFC approvals/ Budget preparations/ Budget Volumes / Additional allocation, supplementary grant/ re-appropriation, excess savings / IGA management / State Book/ Debt and cash management, distribution. Pool Budget / Controls etc. • Other related work
	Budget Interoperability	• Data flow from Budget module to Disbursement Engine/RMS/Accounting etc • Data flow from Accounting/ RMS/ Disbursement Engine to Budget module • Other related work

Other requirements-

1. **Central Database (Source- IFMS 2.0 + IFMS 3.0)-** Need to identify the source of the data coming to IFMS 3.0 from IFMS 2.0, and also identify linkage with various IFMS 3.0 Modules/processes/functions –wherever it is pending / testing of migrated data
2. Master Data Management (MDM)- List of process that comes under Master Data which is consumed by various modules / functions/processes.
   a. Identification of Global Master that will be created and consumed, wherever it is pending / testing of migrated data / updations

3. Management of API- How to develop API, manage APIs, how to call APIs There should be central development team to design / develop and understand API (Central/Module specific – Global- to be called by others / Local API), identification of API, Listing of API is needed for development team
4. Micro-Service – Central+Local management controls etc
5. Data Migration Strategy + Approach- management /controls etc
6. Identification of Common Library to be used across all the modules with minor and major modification that may reduce the development efforts and time.
7. Identification of those Processes which are common across other modules and can be reused, this will also reduce the development efforts and time
8. Unified Workflow that is configurable as per the requirement
    a. SLA/DFPR based configurable workflow
    b. Inter and intra office workflow
    c. Audit Trail Management
9. Development Plan (weekly)- to be prepared for pending tasks
10. Deployment Plan of process and function for UAT
11. Linkage of all modules/processes with Centralized Architecture
12. MIS and Reporting
13. Steps to be used at DB level for storing, search and retrieval of sensitive information.
14. Steps to be used for intelligent information search and retrieval
15. Listing of Error Code/ Response Code to be used throughout the application to maintain uniformity e.g.
16. Version Control & Bug Fixing: To ensure that system is compatible with current and supported versions and releases
17. Management / redressal mechanism of issues / bugs being faced ny the users
18. Data Schema
19. User Management: User Authentication & Authorization, User Profile Management, User Registration, User role management in all processes, Directory services
20. Application/ Database security checks: Steps to be followed for maintaining in built security checks & controls at application software/ Database level to be incorporated may include such as:
    a. User rights and privileges
    b. Application/Database logs enabled
    c. Input Controls
    d. Processing Controls
    e. Authorization Controls (Digital Signature/eSign)
21. Approach for adaptive Authentication / risk-based approach to enabling strong, multifactor authentication using device forensics, behavioural analysis, and e-Fraud Network matching and protect against emerging threats in both web and mobile channels through a self-learning risk engine that adapts risk indicators
22. Steps / process for Data Loss Prevention
23. Log Management, Event
24. Server and infra management with software related activities
25. Performance of application
26. Auto pass and auto generation processes
27. Linkage of all microservices + APIs +ERD
28. Integration strategy +integration approach + integration policy
29. Execution strategy for common integrations –AG/ RBI/ PFMS/ BANKS/ Departmental portals etc.

Project Duration and Time Schedule:

Development Resources:

S. No	Profile	Total No of Resource	On Site	Off Site
1	Sr. Project Manager	2	2	0
2	Solution Architect	2	2	0
3	Technical Architect (Module Lead)	4	4	0
4	Senior Database Architect	1	1	0
5	Database Architects	4	1	3
6	DBAs	1	0	1
7	Senior UI/UX Architect	1	1	0
8	UI/UX Designer	2	1	1
9	UI/UX Developers	4	1	3
10	Business analyst	5	5	0
11	Developer (Angular)	20	15	5
12	Developer (SQL/PL-SQL)	20	15	5
13	Developer (Micro Service (Helidon/Springboot) Java Developer)	20	15	5
14	Developers (MIS Reports & Dashboard)	6	4	2
15	Data Migration experts	2	2	0
16	Integration Lead	1	1	0
17	Integration Team	2	2	0
18	Quality Assurance and Testing Lead	1	1	0
19	Testing Team (Automation + Manual)	10	8	2
20	Golden Gate, Oracle and MS SQL Expert	2	2	0
21	Security Expert/ Security Auditor for Internal Security Audit	1	1	0
22	Analytics Team /AI Expert	2	1	1
23	Documentation/Content Writing Lead	1	1	0
24	Documentation/Content Writing Team	5	3	2
25	Training Team	4	4	0
26	Training Manuals	4	1	3
27	Devops	1	1	0
28	Mobile Application Developer	8	6	2
	Total	136	101	35

O&M Resources:

S. No	Profile	Total No of Resource	On Site	Off Site
1	Project Manager	2	1	1
2	Solution Architect	1	1	0
3	Technical Architect (Module Lead)	2	1	1
4	Senior Database Architect	1	1	0
5	Database Architects	3	3	0
6	DBAs	2	2	0
7	UI/UX Designer	2	2	0
8	UI/UX Developers	4	3	1
9	Functional Architects (business analyst)	3	3	0
10	Developer (Angular)	7	5	2
11	Developer (SQL/PL-SQL)	7	7	0

12	Developer (Micro Service (Helidon/Springboot) Java Developer)	7	7	0
13	Developers (MIS Reports & Dashboard)	7	5	2
14	Integration Team	3	3	0
15	Testing Team (Automation + Manual)	4	3	1
16	Security Expert/ Security Auditor for Internal Security Audit	1	1	0
17	Analytics Team /AI Expert	4	2	2
18	Database Performance Auditor	1	1	0
19	Application Performance Auditor	1	1	0
20	Documentation/Content Writing Team	2	1	1
21	Training Team	2	2	0
22	Training Manuals	2	1	1
23	Devops	1	1	0
24	Mobile Application Developer	5	3	2
	Total	**74**	**60**	**14**

Achieving the above outcome shall involve development of a robust, scalable, resilient efficient, responsive & secure financial application which not-only automates the processes of finance department but also consists of (but not limited to) the following:

- **Identification & Creation of Core IFMS components**: This shall primarily involve identification & creation of core IFMS components / solutions which can interact with other applications and share the master & other transactional data related to budget, expenditure and revenue. Functional designs have already been prepared.

- **Incorporation of Public Corporations/ Societies & Public Companies**: Public Corporations/ Societies & Public Companies are involved in implementation of major projects and schemes across the State & incorporating their revenues & expenditures through PD accounts & their banks for visibility of finances across the State h/

- **Improvement of treasury operations:** This shall involve reengineering of treasury operations including the process of bill submission, acceptance & payment & reducing redundancy & multiple data entries , PAO system etc.

- **Incorporating Public banks:** Incorporating public banks including sharing relevant data with respect to availability of funds, utilization of funds by the State Government under different schemes

- **Transforming financial process related to wages, allowances & medical / other reimbursements of State Government Employee(s):** Employee related financial processes are one of the prime expenditures & transformation of processes for timely payments to manage the non-scheme expenditure

- **Integration with Schemes & DBT –** Integration with DBT, Banks & other schemes for financial planning, expenditure for real time monitoring of the State finance

- **Integration with Revenue earning department(s) –** This shall involve integration & data sharing with the revenue earning department(s) like Commercial Tax, Excise, Registration and Stamps, etc. to monitor the real time revenues earned, deficits etc.

- **Integration with Departmental portals for scheme related payments.**

- **Integration with banks, e-**kuber RBI, PFMS, AG, ECO system of DOIT&C/Departmental Portals

a. **End to End implementation of IFMS 3.0:** Following key activities are to be performed for end-to-end implementation of IFMS 3.0:

i. **Understanding of the existing processes, applications and development of Integrated Architecture- Not required**

- Identify the important business functions of Finance Department relating to budget, treasury, revenue collections
- Study & assess the existing applications, identify the gaps & challenges and identification of integrated solution components for each of the functional areas involving adoption of best architectural practices and emerging technologies.
- Process reengineering and process redesign
- Restructuring of Treasury function through Process re-alignment
- Conceptualization and designing of To-Be Functional, Solution and Deployment Architecture

ii. **Design, development, operations, Support & maintenance of IFMS 3.0:**

Design, development, Support and maintenance of IFMS 3.0 for Government of Rajasthan will primarily involve following activities:

- Functional designs have been prepared. Preparation of remaining Data flow diagrams – in case new insertions or updations/ Wireframes/ UI/UX designs, Screen Mock-ups & Requirement documents for all the components
- Design and development of IFMS components as desired and their seamless integration with existing systems
- Development of a central master data hub for IFMS components & sharing the data to other components & departments for real time update on transactions done
- Effective integration among various systems- Departmental Portals, PFMS. E-Kuber RBI, AG, BANKS, Gem, ECO systems , NSDL/NPCI/other etc.
- Design, development & deployment of APIs, Payment Gateways, Secure API gateways & Web Services for data sharing with other departments and agencies
- Adoption of emerging technologies like Blockchain, Big data and advance analytics, RPA / AI / ML, Cloud, Containers, Kubernetes etc.
- Beta version Roll-out, bug Fixation, Application Stabilization
- Go-Live
- Operations and maintenance post go-live

iii. **Program Management Activities:**

This shall mainly involve management & monitoring development of IFMS 3.0 & integration and shall involve

- Interacting with stakeholders of finance department & other associated departments to be integrated in IFMS 3.0
- As functional designs have been prepared so preparation of SRS , detailed project plan and data flow diagrams (if required).
- Monitoring the development of application components & updating the same to the senior management

- Development, integration, migration, solutions designing, data warehousing solutions. Security measures in development and deployment, all related works as decided by time to time by State Government.
- Assist in conducting UAT & pilot before full scale rollout of the application
- Assist in implementation & rollout of the application, Support, new insertions, updations, change management, capacity building, help desk

iv. **Integration of other framework/ modules**

IFMS 3.0 is to be integrated mainly with the following framework/ modules of DoITC/ RISL/ GoI/ Banks /RBI/ Other Departments etc.

SNo	Requirements Description
	External Interface
1.	RajKaj
2.	LTA /NPCI/ ITMS/Other
3.	Aadhar eKYC – Aadhar Validation
4.	NPCI / RBI– Bank Account Validation
5.	Income Tax System
6.	NPS System / NSDL
7.	SIPF
8.	NSDL – PRAN Verification
9.	e-Vault
10.	e-Sanchaar (SMS and email Gateway)
11.	Jan Aadhaar
12.	RGHS
13.	SSO / SIPF
14.	Raj Sewa Dwaar
15.	Rajasthan Payment Platform
16.	Document verification engine and e-Sign
17.	e-Mitra
18.	SAS/ Qlik/ Tableau BI tools
19.	Respective depts. beneficiary database
20.	GEM ,GSTN, bank, AG, PFMS, e-Kuber , Departmental applications , Janaadhar
	Internal Interface
21.	System Administration Module – Office Configuration, Workflow Configuration, etc.
22.	Budget Management Module – Budget, Budget Allotment etc.
23.	e-Sanctions – Financial Sanctions etc.
24.	A&F sanctions system/MDM/Common work flow/ Common API/Common microservice

b. **Technology Stack to be used for IFMS 3.0which is already available and in place at State Data Centre**
- Java1.8, J2EE
- Application Frontend: HTML, CSS, JavaScript, React, Angular
- Middleware: Oracle Web Logic 12.1, Oracle SOA Suite
- Micro service: Helidon
- Analytics: Oracle analytical Server
- Golden Gate, ODI connector
- Oracle Blockchain
- Oracle IDAM
- Back end database: Oracle DB 19/21 C
- For Mobile App: IBM Mobile Foundation (formerly named Work light)

The existing infrastructure/softwares available in state data centre will be used for development of IFMS 3.0 like state master, e-Sign, SSO, e-Vault etc. including below mentioned Oracle Stack:

SNo	Oracle Stack
1	Oracle Exadata Database
2	Oracle WebLogic Suite for PCA
3	Oracle SOA Suite for Oracle Middleware for PCA
4	Oracle Analytics Server for PCA
5	Oracle Analytics Publisher for PCA
6	Oracle Enterprise Identity Services Suite for PCA
7	Oracle Directory Services Plus for PCA
8	Oracle Identity Manager Connectors Pack for PCA
9	Oracle Key Vault for Exadata / PCA

c. **Operation, Support and Maintenance - Facility Management Services ("FMS") including Development, Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for IFMS 3.0**

The selected bidder shall provide Operations, support and Maintenance (O&M) services for all components installed / deployed as part of IFMS 3.0 Application starting from the Go-live date of IFMS 3.0 Application for a period of 5 years. The enhancements, changes, development of new processes in already developed modules, up-gradation, bug-fixing& integrations, etc. in the software during O&M period shall have to be incorporated by the successful bidder in timely manner as desired by RISL with no extra cost to purchaser.

i. **New Development and Enhancement:**

The selected bidder shall be responsible for doing new development as per the requirement of Finance Department including but not limited to below:

a. Addition of new features in existing modules of IFMS 3.0
b. Third-party Application integration
c. Modification/ up-gradation/ enhancement in the Process or functionality or defect fixing to upgrade the application performance and quality.
d. Update Web-portal and mobile apps& Application: design & content, layout, colour schema, input forms, etc.
e. Development of new module/functionalities.
f. Establishment of rule engine
g. MIS Reports (Jasper/Crystal Report etc.)
h. Introduction of new procedure in the system.
i. Adhoc Analytics
j. Analytical Dashboard sat different levels

The selected bidder shall setup & maintain version control system of UI/UX, data structures and codes to track all the project artefacts (means artefacts developed / maintained as part of IFMS project) would be responsibility under State data centre including source code and DB objects.

Security of application &data must be ensured at each level. Non- disclosure agreement should also be executed.

Maintenance of Application servers, Database servers is responsibility of Data centre, however relevant changes in application are to be done by technology partner and patch/security/upgradation of server components would also be responsibility of the selected bidder.

ii.   Managed Services during Operations and Maintenance Period:
The selected bidder shall be responsible for the overall administration, operations, monitoring & maintenance of the deployed IFMS 3.0 application and the Database to ensure the desired uptime and performance. Technology partner may use tool's subject to availability with RISL.

Performance Monitoring & Enhancement: State Data Centre/ Technical team of IFMS shall carry out the performance testing activity (load/ stress/ volume testing) as per the requirements to ensure that the application meets the required speed, scalability and stability requirements under the expected workloads and provide its recommendations. The selected bidder, based on the recommendations of FD, shall incorporate changes in the software solution to ensure smooth functioning of the application under varying load requirements & ensure proper management of:

- Concurrent users
- CPU utilization
- Memory utilization
- Network utilization

RISL may arrange for the audits of the application through a third party agency on timely basis. Based on the findings of audits, the selected bidder will have to bring in the necessary changes in the application to ensure the compliance in timely manner.

iii.   Operations, support & Maintenance Reports:
The Selected Bidder shall have to submit key deliverables during Operations and Maintenance Period which are mentioned hereunder. However, in addition to the reports/ deliverables as indicated below, the selected bidder shall prepare and submit all other required information in the desirable format as notified by the purchaser related to project.

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

iv.   Minimum Manpower Required:
a. Selected Bidder shall deploy at-least following resources for development of IFMS 3.0:

S. No	Profile	Total No of Resource	On Site	Off Site
1	Sr. Project Manager	2	2	0
2	Solution Architect	2	2	0
3	Technical Architect (Module Lead)	4	4	0
4	Senior Database Architect	1	1	0
5	Database Architects	4	1	3
6	DBAs	1	0	1

7	Senior UI/UX Architect	1	1	0
8	UI/UX Designer	2	1	1
9	UI/UX Developers	4	1	3
10	Business analyst	5	5	0
11	Developer (Angular)	20	15	5
12	Developer (SQL/PL-SQL)	20	15	5
13	Developer (Micro Service (Helidon/Springboot) Java Developer)	20	15	5
14	Developers (MIS Reports & Dashboard)	6	4	2
15	Data Migration experts	2	2	0
16	Integration Lead	1	1	0
17	Integration Team	2	2	0
18	Quality Assurance and Testing Lead	1	1	0
19	Testing Team (Automation + Manual)	10	8	2
20	Golden Gate, Oracle and MS SQL Expert	2	2	0
21	Security Expert/ Security Auditor for Internal Security Audit	1	1	0
22	Analytics Team /AI Expert	2	1	1
23	Documention/Content Writing Lead	1	1	0
24	Documentation/Content Writing Team	5	3	2
25	Training Team	4	4	0
26	Training Manuals	4	1	3
27	Devops	1	1	0
28	Mobile Application Developer	8	6	2
	Total	136	101	35

b. Selected Bidder shall deploy following resources for O&M/ FMS for Support and Maintenance of IFMS 3.0 application after Go-live for a period of 5 years :-

S. No	Profile	Total No of Resource	On Site	Off Site
1	Project Manager	2	1	1
2	Solution Architect	1	1	0
3	Technical Architect (Module Lead)	2	1	1
4	Senior Database Architect	1	1	0
5	Database Architects	3	3	0
6	DBAs	2	2	0
7	UI/UX Designer	2	2	0
8	UI/UX Developers	4	3	1
9	Functional Architects (business analyst)	3	3	0
10	Developer (Angular)	7	5	2
11	Developer (SQL/PL-SQL)	7	7	0
12	Developer (Micro Service (Helidon/Springboot) Java Developer)	7	7	0
13	Developers (MIS Reports & Dashboard)	7	5	2
14	Integration Team	3	3	0
15	Testing Team (Automation + Manual)	4	3	1
16	Security Expert/ Security Auditor for Internal Security Audit	1	1	0
17	Analytics Team /AI Expert	4	2	2
18	Database Performance Auditor	1	1	0
19	Application Performance Auditor	1	1	0
20	Documentation/Content Writing Team	2	1	1
21	Training Team	2	2	0
22	Training Manuals	2	1	1

23	Devops	1	1	0
24	Mobile Application Developer	5	3	2
	Total	74	60	14

Note:
1. The minimum on-site estimated manpower for Development, O&M and FMS period is mentioned in above tables. If more manpower is required at on-site the bidder shall arrange the same as per the project requirement.
2. The additional offsite manpower required for the project during Development, O&M and FMS period shall be assessed by the bidder at their own keeping in view the timelines and size of the Project.
3. The tendering authority would not be liable to pay any additional cost for the additional manpower deployed in the project.

    c. The team shall perform the tasks as mentioned in the scope of work of this RFP. Detailed Qualification and Experience for above mentioned profiles are given in "Annexure 11"

    d. The resource(s) (as per Annexure: 11 – Minimum Qualification of Resources) at RISL/ concerned department, Jaipur shall be deployed by Selected Bidder within 15 days from the issuance of the Work order till the end of the contract.

    e. RISL/DTA shall provide adequate seating space along with necessary furniture to all the resource (Onsite) deployed by the Selected Bidder(s)(At Jaipur location).

    f. Selected Bidder shall provide adequate capacity Desktop/ Laptop(s), necessary peripherals and internet facility to the deployed resources.

    g. The selected bidder needs to maintain data security and accurate controls/ validations in each stage of process from their resources as defined by GOR

    h. The Selected Bidder shall maintain an attendance register for the resource(s) deployed on-site.

    i. The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of RISL/ Concerned department from time to time. Finance department (PMU – Comprising of DTA and DoIT&C officials) may take interview of the key personnel/all before they are put on the designated positions. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project. It is advised to the bidders to provide three times resource profile to avoid delay of the resource deployment in the project.

    j. Selected Bidder may appoint additional team members, as deemed fit by them, subject to the minimum manpower to meet the requirements

  v. General clauses for manpower deployed
    a. Selected Bidder shall be responsible to retain the deployed manpower for at least one year in the project. In the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent or higher qualifications and experience. All such events should be notified prior (at least 30 days) to RISL in writing.

    b. At no time, the provided manpower should be on leave or absent from the duty without prior permission from the designated nodal officer of FD/RISL.

In case of long-term absence (more than 5 days) due to sickness, leave, etc; the selected bidder shall ensure replacements and manning of all manpower posts without any additional liabilities to RISL. Substitute will have to be provided by the selected bidder against the staff proceeding on leave/ or remaining absent and should be of equal or higher qualifications/ experience without any additional financial implications. Selected bidder shall arrange to provide manpower even on government holidays.

c. The overall performance of the entire team will depend on individual contribution by each of the deployed resources.

    i. In case of negative feedback received from the RISL/ designated department in writing against any of the resources deployed, the RISL may issue written communication to selected bidder for a suitable replacement.

    ii. In case of failure to meet the standards of the RISL/ designated department, (which includes efficiency, co-operation, discipline, and performance), the purchaser on their own discretion may decide to replace the specific resource and issue written notice to selected bidder for suitable replacement.

d. Selected bidder shall be responsible to replace the resource(s) (meeting all criteria as specified in this RFP document) within 7 days.

e. RISL shall pay as per terms and conditions and financials quoted for this RFP and no additional costs shall be paid.

vi. **Training, Hand holding and Implementation Support:**

a. The successful bidder shall provide training to respective stakeholders on the upgraded IFMS 3.0 application & portal and shall provide the user manual.

b. Training infrastructure shall be provided by RISL/ User department.

c. Selected Bidder, shall primarily conduct the training sessions. Training requirements & details of attendees shall be specified by RISL/Concerned Department(s). Trainings would be primarily conducted in Jaipur.

d. There shall be informal sessions/ telephonic calls/ Video conferencing etc. with client departments to make them understand about various new features etc.

vii. **Backup & security of Data:**

Though backup and security of the data is responsibility of the data centre operator in state data centre. But the successful bidder would and also be responsible for maintaining all required parameters and provide information of the data locations need to be back-up along with frequency. Data Recovery & restoration arrangements will also be made by the bidder as and when required. IFMS is related with financial transactions, budget etc so selected bidders shall be responsible to maintain security and confidentiality of data and processes. Non disclosure agreement shall also be signed by the Bidder.

viii. **Miscellaneous Works:**

The successful bidder will perform all such works which are required for successful working of the application.

Note: The scope of development/enhancement is not limited to above activities. RISL may introduce new processes/ modules as per their requirements and may change the existing processes as per their requirement. All these would be in scope of FMS services.

Change Requests (CR) for FMS period:

No Change Request would be entertained during the FMS Period for enhancement and changes in the modules/processes developed and implemented as per the scope mentioned in this RFP. However, if any new module requirement arises then the process of change request would be as under:

1. **Change Requests/Management**
   a) An institutional mechanism will be set up for taking decisions regarding requests for changes. FD will set up a Change Control Committee with member of RISL and DTA and the selected bidder. If it is unable to reach an agreement, the decision of the FD will be final.
   b) FD/ RISL/ DTA may at any time, by a written order given to the selected bidder, make changes within the general scope of the Agreement in any one or more of the following: -
      i. Designs, specifications, requirements of software or service to be provided under the Agreement and rendered for the IFMS 3.0 source codes will be solely the property of State Government.
      ii. Change request forms for change in application will be submitted by DTA/FD to selected vendor and he has to address in the system within decided framework.
      iii. Schedule for delivery and Acceptance.
      iv. The place of delivery and/or the services to be provided by the selected bidder.
   c) The change request/ management procedure will follow the following steps: -
      i. Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by DTA
      ii. Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the Selected Bidder. The composite man-month rates for handling Change Requests shall be provided by the Selected Bidder in the financial bid and the effort estimations shall be done on basis of the same.
      iii. Approval or disapproval of the change request – FD/DTA will depute a committee to 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 specialization, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
      iv. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the Selected Bidder.
      v. Verification of the change - The change will be verified by the committee formed on implementation of the change request.
   d) While approving any change request, if required, DTA may ask the Selected Bidder to deploy the required resource(s) on-site.

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.

d. **Roles and Responsibilities**
   i. **Monitoring of Contract:**
   a. Contract shall be monitored by RISL / FD/ DTA from time to time

ii. Responsibilities of RISL

a. The role of RISL in the successful implementation of the solution includes discharging the following responsibilities:

   i. Coordinate with concerned department(s)

   ii. Conduct review meetings at regular intervals to monitor the progress of the project.

   iii. Facilitate concerned departments in providing functional requirement.

   iv. Review, provide feedback. Approval of the solution design, software design, implementation approach, and other technical documents submitted by the selected bidder will be done by FD/PMU-DTA/Technical Team.

   v. Co-ordinate with the RSDC Operator and other stakeholders of the project.

   vi. To oversee the proposed training plan.

   vii. Recommendation of change requests/additional requirement

   viii. Review and approve the payments to the Selected Bidder as per SLA.

   ix. Any other help/ assistance/ co-ordination required for the successful implementation and operations of the work/ project. To be reviewed

iii. Responsibilities of Selected Bidder

a. The roles and responsibilities of the selected bidder are as mentioned in this RFP document.

5. **INSTRUCTION TO BIDDERS (ITB)**

1) **Sale of Bidding/ Tender Documents**
   a) The sale of bidding documents shall be commenced from the date given in NIB. The complete bidding document shall also be placed on the RISL 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 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 may 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 eProcurement portal i.e. http://eproc.rajasthan.gov.in.

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

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

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

    b. Financial Bid

d) The technical bid shall consist of the following documents: -

S.No.	Documents Type	Document Format
Mandatory Fee Details		
1.	Bidding Document Fee, Bid Security Deposit, RISL Processing Fee: The responding firm / agency a) Should have made a payment of Rs. 1000/- for the Bidding Document Fee b) Should have submitted a Bid Security as mentioned in the NIB. c) Should have submitted RISL Processing Fees of Rs. 1,000	a) Fee Receipt/ DD/ Banker's Cheque for Document Fee b) DD/ Banker's Cheque for the Bid Security c) DD/ Banker's Cheque for Processing Fees OR Refer Annexure 13 for payment related details
Eligibility Documents		
2.	Bidder's Authorisation Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm	As per Annexure-2 (PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
4.	Declaration by Bidders	As per Annexure-3 (PDF)
Technical Documents		
5.	Certificate of Conformity/ No Deviation	As per Annexure-4 (PDF)
6.	Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-5 (PDF)
7.	Manpower strength	Annexure-15 (PDF)

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-6 (PDF)
2.	Financial Bid	As per BoQ (.XLS) format available on e-Proc portal

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

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.

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 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, 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 letter of contract.
      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 LoI is placed; and

    e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

    f. If the bidder fails to submit requisite Security Deposit (SD) or sign the "Agreement for contract" within the time period as specified in the "Letter of Intent"

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

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

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 contract and security deposit is furnished by the selected 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-Proc portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProc 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-Proc 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; and

   d. other conditions, as specified in the bidding document are fulfilled.

   e. any other information which the committee may consider appropriate.

f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

12) **Selection Method:**

The selection method is Least Cost Based Selection (LCBS or L1) based on NPV specified in RFP clause titled "Evaluation & Tabulation of Financial Bids".

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.

e) All communications generated under this rule shall be included in the record of the procurement proceedings.

14) **Evaluation & Tabulation of Technical Bids**

a) The evaluation committee will evaluate all bids and shortlist the bidders who have qualified as per the eligibility criteria as laid down.

b) The objective of the Technical Bid evaluation is to short list bidders who have the technical competency/ experience/ skills / financial strength that are essential to roll out the project.

c) **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.

d) **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, 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.

e) **Technical Evaluation Criteria:**

a. Technical Qualification Criteria (TQ) - Bids shall be evaluated based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause "Format and Signing of Bids" and documents mentioned in the table below for obtaining marks in the respective parameter.

b. Bidder has to achieve at-least 70% marks to qualify i.e. 70 marks to clear this TQ stage.

c. Only those bidders who qualify through the Technical Qualification stage will be short listed for opening of financial bids/ evaluation

#	A. Evaluation Criteria	Marking Criteria	Max Marks	Documentary Proof Required
1	Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. (from 2017-18 to 2021-22) as per the last published audited balance sheets), should be at least INR 300.00 Crores(average-Annual).	• 300 crore (Annual) up to 700 crore – 10 marks • More than 700 crore up to 1000 crore – 15 marks	20	As defined under "Financial: Turnover from IT/ ITeS" in Pre-Qualification Criteria of this RFP

		• Above 1000 crore – 20 marks		
2	Bidder's experience in software development services (as defined under Technical Capability -I in Pre-Qualification Criteria) for Treasury/ IFMS/ PFMS/ Financial Management Systems for State/Centre Government/PSUs of India with minimum value of Rs. 30 Crore for each project	• 1 project – 10 marks • 2 projects – 12 marks • 3 and above – 15 marks	15	As defined under "Technical Capability -I" in Pre-Qualification Criteria of this RFP
3	The bidder must have at least 2000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 31st March 2022	• 2000 plus – 10 marks • 5000 plus – 12 marks • 10000 plus – 15 marks	15	As defined under "Technical Capability -III" in Pre-Qualification Criteria of this RFP
	Total Marks A		**50**	
	B. Understanding Scope and Approach & Methodology presentation			
1	Bidder to provide presentation on following heads: I. Understanding of the project (5 marks) II. Proposed Approach & Methodology explaining following key heads (Max 25 marks): • Project Governance Framework • System templates for various project phases • Proposed Solution Design and Architecture • Proposed project plan and timelines • Data Analytics Solution • Handling project risks and mitigation plan		30	**30**	

	• Use of Emerging Tech. in solution designing • Training and change management for Stakeholders.			
2	Overall quality of team proposed will be considered on: Educational qualifications, Relevant experience, Overall experience	20	**20**	
	Note: - Presentation schedule will be communicated by RISL after Technical Bid opening			
	Total Marks (B)	**50**		
	Grand Total (A+B)	**100**		

d. Scoring shall be done by technical committee based on the technical proposal and presentation for the above mentioned Technical Qualification Criteria & technical proposal submitted by them. Please note discrepancy in the proposal may be rejected.

e. Marking for a given criterion may be given based upon sufficient proof towards said criteria or based on demonstration of the same in the presentation.

f. Only bidders who score at-least 70 marks shall be termed as technically qualified and would be eligible for opening of financial bids.

a) **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.

c. 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.

d. 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. Any of the marks obtained during technical evaluation by the bidders shall not be taken forward for calculation of financial bid.

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) Financial Evaluation Criteria: To determine the most competitive (lowest or L1) rates, "NPV of the Financial Bid" shall be calculated as under:

NPV_Dev:
- A = Cost of IFMS 3.0 application Phase-1(Ref. S. No. 1 of Financial Bid BoQ) of Financial Bid
- B = Cost of IFMS 3.0 application Phase-2(Ref. S. No. 2 of Financial Bid BoQ) of Financial Bid
- C = Cost of Support and Maintenance of Phase-1 of IFMS 3.0 application after Go-live of phase-1 and before Go-live of phase-2 (Ref. S. No. 3 of Financial Bid BoQ) of Financial Bid
- D = Cost of Support and Maintenance of Phase-1 and Phase-2 of IFMS 3.0 application after Go-live for phase-2. (Ref. S. No. 4 of Financial Bid BoQ) of Financial Bid
- E = Cost of Composite man-month rates of resources to handle Change requests during Support & Maintenance Period (Ref. S. No. 5 of Financial Bid BoQ) of Financial Bid
- F = Payment made to technology partner before O&M period = 80% of A + 80% of B + 100% of C.
- G = Payment remaining with tendering authority of A = 20% of A + 20% of B
- Total quarters for which quarterly payment to be made during O&M period = 12 quarter
- H = Quarterly Payable amount during O&M period = {D+G}/12}
- PV Factor = Considering 3% per quarter i.e. 12% annually
  $$NPV = [F + \{H/(1.03)\} + \{H/(1.03)2\} + \{H/(1.03)3\} + \ldots \{H/(1.03)12\}]$$

NOTE: quarterly payment for 12 quarters has been considered for evaluation purposes only. However, the payment shall be made as per payment terms and conditions of RFP.

Change request Cost (NPV CRC):

Since the timelines of this component are unforeseen, the whole component shall be added for total NPV calculation

NPV CRC= Composite man-month rates of resources to handle Change requests during Support & Maintenance Period [i.e Serial 5 of Table 1 of Financial Bid]

> **Total NPV = (NPV_Dev)+ (NPV CRC)**

Financial Bid with the lowest NPV shall be considered as the most competitive (lowest or L1) rates.

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 in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order. In case quality is also a criteria and the combined score of technical and financial evaluation is considered;

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) **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 rate contract.

18) **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 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.

19) **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.

20) **Lack of competition**

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

a. the Bid is technically qualified;

b. the price quoted by the bidder is assessed to be reasonable;

c. the Bid is unconditional and complete in all respects;

d. there are no obvious indicators of cartelization amongst bidders; and

e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document

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

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

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

21) **Acceptance of the successful Bid and award of rate 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 rate contract to the bidder(s) 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 rate 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 for rate contract" within fifteen days from the date on which the letter for intent is dispatched to the bidder, in the format provided by RISL to the successful bidder on a non-judicial stamp of requisite value with an intimation to convert the "Bid Security" (EMD), submitted to RISL, into "Security Deposit" (SD). In case "Bid Security" (EMD) has not been obtained (due to pandemic or any other reason) then each of the successful bidder(s) will have to deposit 2% of the rate contract value with taxes as per the portion or ratio allotted.

h) If the issuance of formal "Work Order" is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of rate contract is complete as soon as the formal "Agreement for rate contract" is executed, the "letter of intent" or LOI shall constitute a binding rate contract.

i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the "Agreement for Rate Contract" with the selected bidder is signed and its "Security Deposit" (SD) is obtained.

22) **Information and publication of award:**

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

23) **Procuring entity's right to accept or reject any or all Bids**

a) 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 rate contract, without thereby incurring any liability to the bidders.

24) **Security Deposit (SD)**

a) Refund of SD: The SD shall be refunded after three (03) months of the expiry of the rate contract period.

b) Forfeiture of SD: The SD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

    a. When any terms and condition of the rate contract is breached or cancelled

    b. when the bidder does not accept any work order(s) issued anytime during the period of rate contract

    c. when the bidder fails to commence the supply of the goods or service or execute work issued under this rate contract

    d. when the bidder does not deposit the requisite performance security within the period specified in the individual work order(s), issued under this rate contract

c) Notice will be given to the bidder with reasonable time before Security Deposit (SD) deposited with RISL is forfeited.

d) No interest shall be payable on the deposited SD.

25) **Individual Work Order(s) Issued to Bidders under Rate Contract:** As per the project requirements, from time to time, the Purchaser shall issue individual work order(s) to the successful bidder(s) for supply and installation of various items/ services, however the rate contract does not guarantee the bidder to receive any minimum / committed number of work order(s) from RISL The individual work order(s) shall specify the quantity of various items/ services to be supplied along with other relevant details. RISL reserves the right to re-distribute/ alter/ change the ratio between the successful bidder(s) as per the performance of the respective successful bidder.

26) **Right to vary quantity**
   a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
   b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the rate contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
       i.   50% of the quantity of the individual items and 50% of the value of original rate contract in case of works; and
       ii. 50% of the value of goods or services of the original rate contract.

27) **Performance Security Deposit (PSD)**
   After receiving the individual work order(s), the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) within the prescribed time period as specified in each work order(s):
   a) Performance security deposit (PSD) shall be solicited from all selected 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 2.5% of the amount of supply order including GST in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.50% of the amount of quantity ordered for supply including GST 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 1% 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. Bank guarantee/s of a scheduled bank, in case the amount of PSD is more than 10 lakhs. 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) Performance security furnished in the form specified in sub clause [d.] of I above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and defect liability period
   e) **Forfeiture of Performance Security Deposit (PSD):** PSD amount in full or part may be forfeited, including interest, if any, in the following cases: -
       a. When any terms and condition of the rate 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.

28) **Execution of Agreement for Rate Contract**

a) A procurement rate contract shall come into force from the date on which the letter of rate contract is despatched to the bidder.

b) The selected bidder shall sign the Agreement within 15 days from the date on which the letter of intent is despatched to the selected bidder.

c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required security deposit 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 for contract on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

29) **Confidentiality**

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

   a. impede enforcement of any law;
   b. affect the security or strategic interests of India;
   c. affect the intellectual property rights or legitimate commercial interests of bidders;
   d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

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

30) **Cancellation of procurement process**

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

b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –

   a. at any time prior to the acceptance of the successful Bid; or
   b. after the successful Bid is accepted in accordance with (d) and (e) below.

c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.

d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

e) If the bidder whose Bid has been accepted as successful fails to sign any written procurement contract as required or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.

f) If a bidder is convicted of any offence under the Act, the procuring entity may: -

a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;

b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

31) **Code of Integrity for Bidders**

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

b) The code of integrity includes provisions for: -

a. Prohibiting

i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation.

iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;

iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;

v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;

vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;

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 rate 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.

32) **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 selected bidder;

c) fails to enter into procurement contract after being declared the selected bidder;

d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the selected 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.

33) **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 II(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: Commissioner, DoIT&C, GoR
   Second Appellate Authority: Principal Secretary, DoIT&C, GoR
   Form of Appeal:

   a. Every appeal under (a) and (c) above shall be as per Annexure-10 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.

f) 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.

g) 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.

h) 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.

34) **Stay of procurement proceedings:**
   a) 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.

35) **Vexatious Appeals & Complaints:**
   a) Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under "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.

36) **Offences by Firms/ Companies**
   a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

   Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

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

   c) For the purpose of this section-
      a. For the purpose of this clause-"company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals;

      b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

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

37) **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.

38) **Monitoring of Contract**

    a) A committee of officers named Contract Monitoring Committee (CMC) or Project Steering Committee may be nominated by procuring entity to monitor the progress of the contract during its delivery period.

    b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.

    c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

    d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.

    e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

    f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. **TERMS AND CONDITIONS, OF TENDER & CONTRACT -**

Definitions-

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

a) "Contract" means the agreement entered into between the Purchaser and the successful / Selected Bidder together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

b) "Contract Documents" means the documents listed in the agreement, including any amendments thereto.

c) "Contract Price" means the price payable to the successful / Selected Bidder as specified in the agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

d) "Day" means a calendar day.

e) "Delivery" means the transfer of the Goods and Services 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 in the contract.

h) "Purchaser" means the entity purchasing the Services, Goods and Related Services, as specified in the bidding document.

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

j) "Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good.

k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods/Services to be supplied or execution of any part of the Related Services is subcontracted by the successful / Selected Bidder.

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

m) "The Site," where applicable, means the designated project place(s) named in the bidding document.

Note: The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

A. **General Conditions of the Bid-**

1. **Contract Documents:**
   a) 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 or as specified in the special conditions of the contract. 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. **Consortium:** Consortium in any form is not allowed.

5. **Eligible Services**
   For purposes of this Clause, the term "services" includes the services to be delivered by the Selected Bidder as per scope of work and required to run the project successfully, "related services" includes services such as Eligible Services development, deployment, installation, integration, testing, commissioning, training, and initial maintenance.

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**
   a) 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 Services to be supplied shall be as specified in Scope of Work/ Schedule of Supply section of 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 goods and services as if such items were expressly mentioned in the Contract.

9. **Supplier's/ Selected Bidder's Responsibilities**
   a) The supplier / Selected Bidder shall supply all the services, goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

10. **Purchaser's Responsibilities-**
    a) Whenever the supply of services, 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 conditions of the contract.

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

12. **Recoveries from Supplier/ Selected Bidders-**
    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 under this contract with tendering authority/ 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.

13. **Taxes & Duties-**
    a) The TDS, GST, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
    b) For services 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 services 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 services to the Purchaser.
    d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

14. Copyright/ Intellectual Property Rights (IPR)-

a) The copyright/ IPR in all drawings, source code design documents, and other materials containing data and information furnished to the Purchaser that has been designed / developed/ integrated by the Selected Bidder for the project herein shall remain vested in the Purchaser.

15. 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.

16. 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.

17. 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 Services or 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 services, 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 services is on account of hindrances beyond the control of the supplier/ Selected Bidder.

d) 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 services 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 services after which such request shall not be entertained.

e) The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and services 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.

f) Normally, extension in delivery period of goods and services in following circumstances may be considered without liquidated damages:
   i. 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.
   ii. 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.

g) 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.

h) 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.

i) If RISL are 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.

j) In case of extension in the delivery of services and/ or installation/ completion 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 has failed to supply or complete: -`

No.	Condition	LD %*

a.	Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of delivery, successful installation and completion of work	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	7.5 %
d.	Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work	10.0 %

- 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.
- The maximum amount of liquidated damages shall be 10% of contract value
- * The percentage of LD is applicable on the payment due for a particular milestone.

18. 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.

19. Force Majeure-

a) The Supplier/ Selected Bidder shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

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

c) If a Force Majeure situation arises, the supplier/ Selected Bidder shall promptly notify 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, RISL may take the case with the contractor on similar lines.

20. 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. Profile of Personnel required

  ii. The place of deployment

iii. New functionality / modification to be added after UAT has been done.

iv. The Related Services to be provided by the Supplier / Selected Bidder.

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

c) Prices to be charged by the Supplier/ Selected Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier/ Selected Bidder for similar services.

21. **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; or

   c. If the supplier / Selected Bidder, in the judgment of the Procuring Authority has 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.

   a. Amount of performance security deposit may be forfeited.

   b. 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/ Foreclosure-**

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/ 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:

    iv. To have any portion completed and delivered at the Contract terms and prices; and/or

    v. 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.

22. Settlement of Disputes-

a) **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.

b) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall also apply to the arbitration proceedings.

23. Verification of Eligibility Documents by RISL –

a) RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTPP Act 2012.

24. 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 as decided by purchaser 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&Cor

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.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) **Bidders to Bid for all Items**
   a) Bidders are expected to quote for all the items.

2) **Project Deliverables:**
   a. The selected bidder is expected to carry out all work as specified.
   b. All deliverables need to be approved by RISL/FD.
   c. Reports or deliverables are to be submitted timely by the supplier to the purchaser to ensure timely and smooth execution of project.
   d. Certain key deliverables are identified for each of the parts/ stages, which are mentioned below. The selected bidder, shall submit below mentioned deliverables timely to the user department to ensure the timely and smooth execution of project

Phase	Deliverable
IFMS 3.0 application Phase-1	Detailed Project Plan
	Software Requirement Specifications (SRS) of complete IFMS 3.0 Software Solution (both Phase-1 and Phase-2)
	Software Design Document
	Database Design Document
	Migration document indicating details of data migrated for Phase-1 of IFMS 3.0 Application
	Safe to Host Certificate
	Test Strategy, UAT Test cases and Test Results
	MIS Report indicating details of data migrated for Phase-1 of IFMS 3.0 Software Solution"
	Safe to Host Certificate
	UAT Sign off of phase-1 of IFMS 3.0 Software Solution
	User manual (Role wise) with visual help kits
	SSL certificates required for Application Servers for the entire contract period
	Training to users as per directions of RISL/DTA along with training material
	Any other third party software used by the firm in the application software
	Complete Source Code of Application Software's including DB objects (as per scope of tender)
IFMS 3.0 application Phase-2	Detailed Project Plan
	Software Design Document
	Database Design Document
	Safe to Host Certificate
	Test Strategy, UAT Test cases and Test Results
	MIS Report indicating details of data migrated for Phase-2 of IFMS 3.0 Software Solution
	Safe to Host Certificate
	UAT Sign off of phase-2 of IFMS 3.0 Software Solution
	User manual (Role wise) with visual help kits
	SSL certificates required for Application Servers for the entire contract period
	Training to users as per directions of RISL/DTA along with training material
	Any other third party software used by the firm in the application software
	Complete Source Code of Application Software's including DB objects (as per scope of tender)
IFMS 3.0 application Phase-3	Support Manpower at RISL/DTA designated location.
	Copy of Attendance Register (On-site resources) verified by POIC (quarterly)
	Attendance report of off-site resources duly verified by HR (quarterly)

Maintenance/ Up gradation/ Enhancements/ development of new modules of the software as per requirement and submission of quarterly report of changes made in the software
Updated User Manual of the application software (quarterly)
Updated Application software with source code along with source code and/or license of third party API/ any other software used (quarterly)
Safe to Host certification to be taken from empanelled agency of Deity, GOI / GOR as per the
frequency communicated by RISL
Training / Hand-holding support to users as per directions of RISL/DTA along with training material
Generation of MIS reports
Report on the man power replaced, In all such cases, the requisition for replacement should be submitted along with the reason for leaving duly certified by HRD of the selected bidder (quarterly).
Troubleshooting of bugs in the application software & performance tuning of software's
Help-desk facility for the end users of departments

3) **Payment Terms and Schedule**

   a) **Payment Schedule** - Payments to the selected bidder, after successful completion of the activities (including specified project deliverables, if any), would be made as under:

Mile Stones-

Sr. No.	Functionality	Deliverables	Time Period	Payment Milestone
	Detail Project Plan for development of pending modules on the basis of finalised functional processes	Project Plan, Sprint Plan in staggered manner.	T+1	15%
1	Understanding of Functional Requirements	Study of Functional Requirement Specification (FRS), Functional Flow Diagrams Detailed Report Module wise, Business Rules, constraints and validation checks, etc.	T+ 8 Week	
	SRS Preparation Module wise	Module wise SRS document		
	UI/UX Design for remaining modules, Wireframes	High fidelity wireframes with user interface, prototype, should conduct usability testing, analysis of test results and iterations.		
	Technical design	Design document including HLD, LLD. Central Application architecture document. Review of already prepared similar documents		
2	Entity identification and Entity relations- Review of already prepared similar documents	Integrated ERD Diagrams and Table Structures, constraints and validation checks	T+ 8 Week	
	Designing of components of Database like PDBs, Schemas, Table structures, Tablespaces, Data Files.- Review of already prepared similar documents	Central Database architecture document		
	Data Migration Strategy- Review of already prepared similar documents	Migration strategy document. Migration mapping and design.		
	Infrastructure set up and deployment(CI/CD Pipeline etc.)	Deployment architecture document		

	Standard Operating procedures	Development SoP, Deployment SoP, Testing SoP.		
3	Migration and population of Master tables and verification	Migration Report, Report of inconsistency and exceptions. Report of Resolution of inconsistency and exceptions with due approval of DTA	T+ 9 Week	
4	UI/UX, HTML, CSS framework and style guidelines.- Review of already prepared similar documents		T+ 11 Week	
5	Work Flow framework - Review of already prepared similar documents		T+ 11 Week	
	Budget Management			
4	UI/UX, Work Flow and Development of Master Modules, testing, validation and verification of data/ sanction Module	High Fidelity wireframe, prototypes, should conduct validation & usability testing, Analysis of test results and iteration.	T+14 Week	
5	Master Modules / sanction module , testing , validation and verification of data		T+15 Week	
	UI/UX, Work Flow and Development of Budget Module supplementary, additional allocation, excess / savings / Re-appropriation –BFC etc.		T+19 Week	30%
	Migration and data mapping of Legacy data into new data structures			
	Testing, validation and verification of Budget Module on live data of previous budget data.		T+20 Week	
	Testing, validation and verification of Budget Module			
	UI/UX, Work Flow and Development of Office Creation and Management Module		T+19 Week	
Disbursement Engine				
	UI/UX, Work Flow and Development of Integrated Payee Module		T+19 Week	
	Testing, validation and verification of Integrated Payee Module		T+20 Week	
	UI/UX, Work Flow and Development of Employee Module			
	Testing, validation and verification of Office Creation and Management Module		T+20 Week	
	UI/UX, Work Flow and Development of Employee Salary Module		T+24 Week	
	Testing, validation and verification of Employee Salary Module/ non salary module		T+25 Week	
	UI/UX, Work Flow and Development of Non Employee Salary Module		T+24 Week	
	Testing, validation and verification of Non Employee Salary Module		T+25 Week	

	UI/UX, Work Flow and Development of Sanction Module		T+29 Week	
	Testing, validation and verification of Sanction Module		T+30 Week	
	UI/UX, Work Flow and Development of WAM Module		T+29 Week	
	Testing, validation and verification of WAM Module		T+30 Week	
	UI/UX, Work Flow and Development of Beneficiary (Schemes) Module		T+34 Week	
	Testing, validation and verification of Beneficiary (Schemes) Module		T+35 Week	
	UI/UX, Work Flow and Development of Employee's Pension Module		T+39 Week	
	Testing, validation and verification of Employee's Pension Module		T+40 Week	
	UI/UX, Work Flow and Development of Treasury Module including SNA, PD Account		T+39 Week	
	Testing, validation and verification of Treasury Module including SNA, PD Account Module		T+40 Week	
	UI/UX, Work Flow and Development of Management of PSU, local bodies, PRI and autonomous bodies			
	Testing, validation and verification of Management of PSU, local bodies,parastatals PRI and autonomous bodies			
	UI/UX, Work Flow and Development of Employee Self Service (ESS) & Payee Self Service (PSS) Module		T+39 Week	
	Testing, validation and verification of Employee Self Service (ESS) & Payee Self Service (PSS) Module		T+40 Week	
	Integration and System- Testing of Disbursement Engine		T+42 Week	
Revenue Management				
	UI/UX, Work Flow and Development of Revenue Management Module including (State's Own Tax, State's Non Own Tax, Grant in Aid, Share in Central Taxes, Loan and Advances, GST Receipts, Other Liabilities and Receipts etc.)/integrations and testing		T+49 Week	15%
	Testing, validation and verification of Revenue Management Module including (State's Own Tax, State's Non Own Tax, Grant in Aid, Share in Central Taxes, Loan and Advances, GST Receipts, Other Liabilities and Receipts		T+51 Week	
	UI/UX, Work Flow and Development of Accounting Module includes General Ledger,		T+59 Week	20%

Accounting (Payment & Receipts), Internal Audit Reports, Reconciliation etc.			
Testing, validation and verification of Accounting Module includes General Ledger, Accounting (Payment & Receipts), Internal Audit Reports, Reconciliation etc./ integrations		T+62 Week	
Integration with various Agencies like: PFMS, NSDL, SSO, UID, JanAadhar, Rajkaj, SIPF, GSTN, Income Tax, e-Sign, e-Kuber (RBI), e-Vault, RGHS, Various Schemes, Banks, NCPI, JeevanPraman, IM Server, LTA, RPP, e-Sanchar, ChatBot, Toll Plaza etc.	1. Integration architecture document	T+65 Week	
Performance & Quality testing and Security Audit at each module and stage simultaneously	1. Test Plan and strategy including test cases and test reports. 2. Conduct Module wise testing.		
Mobile App for various roles	1. UI/UX prototype 2. Mobile App for ESS, VSS, DDO, PSS etc.		
MIS Reports		T +69 Week	
Analytical Reports		T + 69 Week	
Final SRS, DFD, ERD, Training Manuals, User Guidelines, Helpdesk Module and other relevant technical documents.	1. Training and roll out plan. 2. Training material including training guides and training videos. 3. Module wise User Manuals 4. Deployment Manual	T +70 Week	
Final UAT & Sign off		T+78 Week	20%
Project Governance and reporting	1. Periodical progress reporting 2. MoMs		

b) All payments would be made on actual basis.

c) 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 fulfilment of all the obligations stipulated in the Contract.

d) Due payments shall be made promptly by the purchaser.

e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.

f) All remittance charges will be borne by the supplier/ selected bidder.

g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

h) 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.

i) Any penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.

j) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

4) **Service Level Standards/ Requirements/ Agreement-**

Service Level Standards/ Requirements/ Agreement:

(a). Service Levels play an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure required uptime of the Network. bidder shall provide on-site maintenance and support services during the period of contract as per SLA for complete solution.

b) The service levels shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.

c) Though that bidder is expected to maintain the solution to the highest possible efficiency, the first Quarter after commissioning (Go-Live) of each component/ site shall be treated for prove-in period and no penalty shall be imposed for any SLA defaults mentioned in order to facilitate stabilization of operations.

d) In case penalty reaches maximum for three consecutive quarters, the purchaser may invoke termination clause as per RFP.

e) No penalty shall be levied, due to reasons not attributable to the SP/Bidder.

f) SLA Duration (Timing for Service Window):

Timings	24x7

  a. **Purpose & Duration of SLA:** The SLA purpose is to enforce a contract between the Selected Bidder and Purchaser. The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines and quality.
  b. **Penalty for delay in response/ resolution time**: Penalty for incidents like defect/ bug fixing, minor changes in the software, content updation etc. shall be as under.:

Penalty for delay in response/resolution time			
S. No.	Type of Incident	Resolution Time SLR	Penalty for delay in resolution time
1	Critical	<= 4 Hours from the time of incident logged at the Helpdesk	Rs 1000 per incident per day
2	Medium	<=24 hours from the time of incident logged at the Helpdesk	Rs 500 per incident per day
3	Low	<=72 hours from the time of incident logged at the Helpdesk	Rs 200 per incident per day

- **Critical**: Incidents which impact the overall solution like outage of application or which has a high impact on application usage and no workaround is available or are shows toppersorany incident which is affecting a majority of users.
- **Medium**: Incidents which impact a limited number of users. The main application at SDC is functional & available but the productivity of a limited number of users is getting affected and the issue is not hampering any critical activity which needs to be performed in time-bound manner. For example, the application is up and running but certain users are unable to login/access/submit request/process requests etc. Incidents whose resolution requires replacement of hardware or software parts, requiring significant

interruption in working of that individual component. Acceptable work around is available. For example, installation of operating system, patches etc.

- **Low**: Incidents whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component. Incidents like functionality enhancement and/or support for modifications or maintenance of source code, application version enhancement etc.

c. **Penalty for Non-Availability of deployed Resources:**

A Maximum of 15 leaves per year (on pro rata basis) shall be allowed for resource deployed. Leaves can be accumulated by the resources during the deployed period of project. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. Leaves shall not be carry forwarded in next year. In case total number of leaves exceed the maximum available leaves in his/her account, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following:

S. No.	Role	Penalty on non-availability of resource per day
(1)	(2)	(3)
1.	- Sr. Project Manager - Solution Architect - Senior Database Architect - Technical Architect (Module Lead) - Senior UI/UX Architect - Integration Lead - Quality Assurance and Testing Lead	5000/-
2.	- Database Architect/ - UI/UX Designer - UI/UX Developers - Business analyst - Developer (Angular) - Developer (SQL/PL-SQL) - Developer (Micro Service (Helidon/Springboot) Java Developer) - Developers (MIS Reports & Dashboard) - Data Migration experts - Integration Team - Testing Team (Automation + Manual) - Golden Gate, Oracle and MS SQL Expert - Security Expert/ Security Auditor for Internal Security Audit - Analytics Team/ AI Expert - Documentation/Content Writing Lead - Documentation/Content Writing Team - Training Team - Training Manuals Team - Devops - Mobile Application Developer	3000/-

d. **Penalty for replacement / Exit of resources**

- Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by

submitting resignation with the present employer or due to any unforeseen emergency subject to approval from Competent Authority.

- The replaced resource will be accepted by the purchaser (RISL/DoIT&C) only if he fulfils the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL/DoIT&C). The supplier will have to replace a resource within 15 days or any other period specified by the bidder.

- The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:

  o Within 6 Month: Rs. 75,000 (Rupees Fifty Thousand Only) per resource per instance.

  o After 6 Months and upto 1 Year: Rs. 50,000 (Rupees Ten Thousand Only) per Resource per instance

  o After 1 Year: No penalty

- Purchaser is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice to supplier/selected bidder.

An upper cap of 10% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement.

ANNEXURE-1: PRE-BID QUERIES FORMAT {to be filled by the bidder}

Name of the Company/Firm:

Bidding Document Fee Receipt No. _____ Dated_____ for Rs. _____/-

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

Name of Person	Designation	Email-ID(s)	Tel. Nos. & Fax Nos.

Company/Firm Contacts:

Contact Person(s)	Address for Correspondence	Email-ID(s)	Tel. Nos. & Fax Nos.

Query / Clarification Sought:

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification

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-2: 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:

ANNEXURE-3: SELF-DECLARATION {to be filled by the bidder}

To,

{Procuring entity},

_____,

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding,: -

a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;

b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;

c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.

d) does not have any previous transgressions with any entity in India or any other country during the last three years

e) does not have any debarment by any other procuring entity

f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;

g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;

h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.

i) will comply with the code of integrity as specified in the bidding document.

j) will deploy all the asked resources dedicatedly to this project only.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date:
Place:

ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To, {Procuring Entity}, _____,

CERTIFICATE

This is to certify that, our Technical bid is in conformity to the entire scope of work/ services and Terms & Conditions mentioned in RFP, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the scope of work of the bidding document and that there are no deviations of any kind from the scope of work/services.

Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender 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 execution of the scope of services as mentioned in RFP, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
 Seal of the Organization: -
Date:
Place:

ANNEXURE-5- 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. <<………………………………>>, Dated: <<…………………>>]

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 supply/work as mentioned in the Scope of the work, Technical specifications, 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/ Work order 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-6: 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, 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 asked 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:

Financial Bid Format

Note: This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.

Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.

(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Name of Work: RFP for End to End Implementation of IFMS 3.0 including Design, Development, Deployment & Maintenance

Bidder Name:

BoQ**<<To be uploaded on Rajasthan eProcurement Portal >>**

Sr. No.	Item Description	Total Est. Qty.	Unit	Unit Rate including all taxes levies and duties but excluding GST (in INR)	GST for unit rate (@18%) In INR	Unit Price (In Rs.) (Inclusive of GST)	Total Amount including all taxes
A	B	C	D	E	F=E*18%	G= (E+F)	H=C*G
1	IFMS 3.0 application Phase-1	1	Number	0	0	0	0
2	IFMS 3.0 application Phase-2	1	Number	0	0	0	0
3	Support and Maintenance of Phase-1 of IFMS 3.0 application after Go-live of phase-1 and before Go-live of phase-2	1	Number	0	0	0	0
4	Support and Maintenance of Phase-1 and Phase-2 of IFMS 3.0 application after Go-live for phase-2.	3	Per Year	0	0	0	0
5	Composite man-month rates of resources to handle Change requests during Support & Maintenance Period	200	per Man month	0	0	0	0
Grand Total (In Figures) in INR							
Grand Total (In Words) in INR							

Note:

- The L1 bidder shall be evaluated on the base of the Composite rate of all the items (Sl. No. 1,2 3,4 and 5) of BOQ i.e. total of column H
- he prices offered by the bidder for the above-mentioned items should include all incidental charges and will be evaluated on composite basis i.e., price of the above-mentioned items shall be added together to be considered for award of contract.

ANNEXURE-7: 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, YojanaBhawan, C-Block, TilakMarg, 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. _____ dated _____ issued by RISL, First Floor, YojanaBhawan, C-Block, TilakMarg, 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:
WTTNESS (with full name, designation, address & official seal, if any)
(1) ………………………………………
     ………………………………………
(2) ………………………………………
     ………………………………………

Bank Details
Name & address of Bank:
Name of contact person of Bank:
Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

1. Bank Guarantee shall be executed on non-judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:
   Managing Director, RISL
   First Floor, Yojana Bhawan, C-Block, Tilak Marg,
   C-Scheme, Jaipur-302005 (Raj.)

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, YojanaBhawan, B-Block, TilakMarg, 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 Order 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 0073uch 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-8: DRAFT AGREEMENT
{to be mutually signed by selected bidder and procuring entity}
This Agreement is made and entered into on this _____ day of _____, 2023 by and between <u>RajCOMP Info Services Limited (RISL)</u>, having its head office at <u>First Floor, YojanaBhawan, TilakMarg, C-Scheme, Jaipur-302005, Rajasthan</u> (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 firm registered under the ....Act, 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 <u><project title></u> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIT No _____>.

And whereas
Successful Bidder/ Supplier represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing the required services against said NIT 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 Successful Bidder/ Supplier and has placed the Letter of Intent having Reference No. _____ dated _____, on which Successful Bidder/ Supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas
Successful Bidder/ Supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank and valid up to _____ as performance security deposit (SD) for the due performance of the contract.

Now it is hereby agreed to by and between both the parties as under:
1. The NIT 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. This Agreement for Contract shall remain valid for all the work orders to be issued to Successful Bidder/ Supplier _____ during the entire period of this Contract.
3. In consideration of the payment to be made by RISL to Successful Bidder/ Supplier at the rates set forth in the Letter of Contract Reference No. _____ dated _____, will duly supply and install the said articles set forth in all the work orders to be issued during the period of contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by Successful Bidder/ Supplier.
4. The RISL do hereby agree that if Successful Bidder/ Supplier shall duly supply & install 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 Successful Bidder/ 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.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to Successful Bidder/ Supplier and completed by Successful Bidder/ Supplier within the period

as specified in the RPF document or the work order to be issued to Successful Bidder / Supplier during the period of contract.

6. In case of extension in the delivery and/ or installation period/ completion / commissioning period period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which M/s_____ has failed to supply or complete the work:-

a)	Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b)	Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c)	Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d)	Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

i. Fraction of a day in reckoning period of delay in supplies/ warranty 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 M/s_____ 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 M/s_____.

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

8. "This agreement is being executed on behalf of Directorate of Treasuries and Accounts, to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of Directorate of Treasuries and Accounts along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company."

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

Signed By:	Signed By:
( ) Designation:, Company:	Managing Director, RISL
In the presence of:	*In the presence of:*
( ) Designation: Company:	() Designation: RISL
( ) Designation: Company:	() Designation: RISL

ANNEXURE-9: **FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE**

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

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference

ANNEXURE-10: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

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

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

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

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <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-11–MINIMUM QUALIFICATION REQUIRED FOR ONSITE & OFFSITE RESOURCES

Resource Type	Desirable Skill	Over All Experience
Senior Project Manager	- BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS - PMP OR PRINCE2 practitioner certification shall be desirable - Having at least 15 years of post-qualification relevant work experience in design and development of customized IT applications 5+ years of project management experience working through the design, development, release (SDLC) cycle delivering application software projects & should have managed the projects in following technologies: - RDBMS: Oracle (Exadata/ Database Version 12 C or later versions) - J2EE /Advanced Java/Web Services, RESTfulWebservices, Spring Boot/ Helidon, SOA, ESB, Weblogic, Micro Services, Oracle - Knowledge of Agile Development processes - Must have good understanding of Government Processes and IT automation initiatives in e-Governance Domain - Good to have experience in Financial Domain - Direct and oversee both onshore and offshore developers ensuring the prescribed development best practice processes are followed, and all deliverables are completed to the required (high) quality.	15 + Years
Solution Architect	- BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS 12+ plus years of experience in defining solution architecture for large enterprise applications using Java/J2EE, SOA - Good to have experience in Financial Domain Webservices (SOAP and REST), ESBs, Open Source products, and strong working knowledge of SOA, SOAP, WSDL, Service Orchestration, Spring MVC, Spring Boot / Helidon, Microservices Architecture. - Strong command on Java/J2EE concepts and current industry trends and Strong understanding of Object Oriented design methodologies and design patterns. - Strong Knowledge of Web Technologies such as Html 5, CSS 3, jQuery, Spring MVC, Spring boot and WebServices (SOAP/REST), Angular, React etc - Strong Knowledge of technology areas of Messaging, Transaction Management, Hibernate, DAO, etc. - Strong knowledge on design and integration patterns specially in applications involving Portals/ SSO, legacy applications, B2B Applications, external partners using ESB	12+ Years

	• Creation of appropriate technical artifacts e.g. Application Architecture, Solution Design Documents, etc. • Knowledge of Kafka, Oracle databases, CI/CD Tool set Integration	

Technical Architect (Module Lead)	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS
	• Having at least 8+ years of post-qualification relevant work experience in design and development of customized IT applications
	• 3+ years of experience in leading a project through the design, development, release (SDLC) cycle delivering application software projects & should have experience in following technologies:
	   ○ RDBMS: Oracle (Exadata/ Database Version 12 C or later versions)
	   ○ J2EE /Advanced Java/Web Services, RESTful Webservices, Spring Boot/ Helidon, SOA, ESB, Weblogic, Micro Services, Oracle
	• Experience in leading Mobile app development teams
	• Exposure to front end technologies like: Angular JS/ React JS etc.
		8+ Years

Senior Database Architect	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Having at least 10+ years of post-qualification relevant work experience in Oracle Database Development • Oracle Certified Database Developer • Experience in DB performance tunning	10+ Years
Database Architect/Database Performance Auditor	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Having at least 5+ years of post-qualification relevant work experience in Oracle Database Development • Oracle Certified Database Developer • Experience in DB performance tunning	5+ Years

Sr. UI/UX Architect	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS
	• Having at least 10+ years of post-qualification relevant work experience in UI/UX Designing and
	   ○ 5+ years of experience as a lead web developer or web technical architect making design and technology decisions for complex products • Strong visual design sense and strong proficiency in creating wireframes, UI specs and use cases
	   ○ Familiarity with design software and technologies (such as Photoshop, Illustrator, Corel Draw, Sketch, InDesign, Invision, Balsamiq, After effects, etc.), HTML, CSS, etc.
	   ○ Should be able to design a system with multiple Angular Application
	• Good to have exposure to MicroUI architecture
		10+ Years

UI/UX Designer/ Developer	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Having at least 5+ years of post-qualification relevant work experience in UI/UX Designing • Familiarity with design software and technologies (such as Photoshop, Illustrator, Corel Draw, Sketch, InDesign, Invision, Balsamiq, After effects, etc.), HTML, CSS, etc.	5+ Years

	• Producing high-quality UX design solutions through wireframes, visual and graphic designs, flow diagrams, storyboards, site maps, and prototypes. • Designing UI elements and tools such as navigation menus, search boxes, tabs, and widgets. • Working knowledge of the following technologies and software: Sketch, InVision, Visio, HTML, CSS (SCSS), iOS, Android, Design Systems. • Testing UI elements such as CTAs, banners, page layouts, page designs, page flows, and target links for landing pages. • Conceptual understanding of User Interface Design and Process	
Business Analyst	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Having at least 5+ years of experience in the relevant area • Expertise project management and documentation work • Must have good understanding of Government Processes and IT automation initiatives in e-Governance domain • Good to have experience in Financial Domain	5+ Years
Developer (Angular)	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Minimum 5+ years of post-qualification relevant work experience in Designing and developing user interfaces using angular. • Adapting interface for modern internet applications using the latest front-end technologies. • Proficient in CSS, HTML, and writing cross-browser compatible code. • Making complex technical and design decisions for Angular projects. • Developing application codes and unit tests in Angular, Java Technologies, and Rest Web Services. • Conducting performance tests and Consulting with the design team. • Experience with CI/CD pipelines using Jenkins/GitLab • Experience with Docker and containerization methods	5+ Years
Developer (SQL/PL-SQL)	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Minimum 5+ years of experience as PL/SQL developer. • Strong experience with oracle functions, procedures, triggers, packages & performance tuning, • Hands on development using Oracle PL/SQL. • Performance tune SQL's, application programs and instances. • Experience with NoSQL • Good understanding of indexing, querying, and normalization • Good understanding of relational database management system • Good understanding of database integrity and security	5+ Years

	• Experience with CI/CD pipelines using Jenkins/GitLab	
Developer (Micro Service (Helidon/Spring boot) Java Developer)	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Minimum 5+ years of experience in Core Java, and Web Services, J2EE technologies. • Good experience of frameworks like spring Boot/Helidon(Desirable) / Micro Services. • Must have Exp in: Java8, Micro services and Spring. • Good proficiency in object oriented Programming. • Development experience in building REST APIs • Experience with CI/CD pipelines using Jenkins/GitLab • Experience with Docker and containerization methods	5+ Years
Developers (MIS Reports & Dashboard)	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • 5+ years of experience in developing MIS reports and dashboard • 1+ year experience of designing reports using oracle analytics server • Good understanding of SQL query and PL/SQL procedures	5+ Years
Data Migration experts	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • 5+ years professional experience with data migration projects • Strong understanding of data structures, databases, and ETL processes • Responsible for development of ETL using Oracle Data Integrator (ODI) and setup of processing structures in order to facilitate periodic data loads or creation of batches for transmission to other applications. • Responsible for supporting the ODI processes that continuously collect data from multiple upstream applications, and subsequent integration of data repo. • Responsible for optimizing, tuning, performance improvement to support near real time data processing.	5+ Years
Mobile Application Developer	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Having at least 5+ years' experience in coding and development of mobile apps • Hands on experience in Coding, Designing, Development and Deployment of cross platform hybrid development preferably on Ionic/ReactNative and IBM Worklight • Has thorough understanding of HTML5, JQuery, JQuery Mobile, CSS3	5+ Years
Devops	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Having 5+ years' experience which includes at least a year of Jenkins experience on real-world projects. • Extensive exposure to work in Kubernetes environment • Experience building a continuous delivery pipeline. • Experience using GIT and artifact repositories (such as Artifactory or Nuget) • Workflow and Collaboration tooling such as AtlassianJira and Confluence. • Code management tooling such as Git, Github, Gitlab, Subversion.	5+ Years

	• Jenkins, Nexus Repo Pro. • Elastic Search, Logstash, Kibana, SonarQube. • Test Automation.	
Training Manual/ Training Team/ Documentation/ Content Writing Team	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Postgraduate with minimum 5+ Years of experience in writing manuals/documentation for IT application & preparation of training material for different users • Proficiency in Hindi and English languages and their Computer Typing • Knowledge of development & project lifecycle • Proficient in creating social media content, training content and technical/functional documents	5+ Years
Documentation/ Content Writing Lead	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Postgraduate with minimum 7+ Years of experience in writing manuals/documentation for IT application & preparation of training material for different users • Proficiency in Hindi and English languages and their Computer Typing • Knowledge of development & project lifecycle • Proficient in creating social media content, training content and technical/functional documents	7+ Years
Documentation/ Content Writing Team	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Postgraduate with minimum 5+ Years of experience in writing manuals/documentation for IT application & preparation of training material for different users • Proficiency in Hindi and English languages and their Computer Typing • Knowledge of development & project lifecycle • Proficient in creating social media content, training content and technical/functional documents	5+ Years
Analytics Team /AI Expert	• BE/B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 5+ Years of experience in development experience Oracle ETL / Analytics Expert • Strong mathematical skills to help collect, measure, organize and analyze data. • Knowledge of programming languages like SQL, Oracle, R, MATLAB, and Python • Technical proficiency regarding database design development, data models, techniques for data mining, and segmentation. • Experience in handling reporting packages like Business Objects, programming (Javascript, XML, or ETL frameworks), databases • Proficiency in statistics and statistical packages like Excel, SPSS, SAS to be used for data set analysing • Adept at using data processing platforms like Hadoop and Apache Spark • Knowledge of data visualization software like Tableau, Qlik, Oracle OAS • Knowledge of how to create and apply the most accurate algorithms to datasets in order to find solutions • Proven working experience in data analysis • Preparing final analysis reports for the stakeholders to understand the data-analysis steps, enabling them	5+ Years

	to take important decisions based on various facts and trends	
Security Expert/ Security Auditor for Internal Security Audit	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • 5+ years of experience in the relevant area • Expertise in implementing security in microservice based architecture • Expertise in implementing security in internet exposed web applications • Experience in using OAuth 2.0, IDAM solutions for security • Experience in designing financial application • Certification, such as CCNA or OWSE(Optional) • Knowledge of potential attack vectors such as XSS, injection, hijacking, social engineering etc. • Knowledge and experience with HTTP and HTTPS networking protocols such as TCP/IP • Basic programming knowledge • Experience of regular audits and provide reports • Knowledge of Agile Development processes • Running tests and assessments to identify potential security vulnerabilities • Enhancing existing security with password protection, firewalls and other tools • Monitoring systems, servers and networks for any signs of incursions • Responding to data breaches and malicious malware attacks • Simulating data loss scenarios to evaluate the effectiveness of existing recovery plans	5+ Years
Golden Gate, Oracle Expert	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Having minimum 5+ years' experience which includes hands-on experience using and supporting GoldenGate 12c and higher • Solid understanding of Oracle databases, Exadata • Experience configuring GoldenGate downstream mining and integrated components for active-active replication • Experience configuring GoldenGate adapters and connectors (e.g., JMS, Kafka)	5+ Years
Testing Team (Automation + Manual)/ Application Performance Auditor	• BE/B.Tech./MCA with minimum 5+ Years of testing experience in manual and automation testing • Must have experience in online & offline testing tools, load testing, regression testing & other prominent black & white box testing techniques • Handson experience in developing test scripts in Selenium, Cucumber framework • Exposure to any scripting language	5+ Years
Quality Assurance and Testing Lead	• BE/B.Tech./MCA with minimum 10+ Years of testing experience in manual and automation testing • Must have experience in online & offline testing tools, load testing, regression testing & other prominent black & white box testing techniques • Experience with Bug tracking tools	10+ Years
Integration Lead	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • Minimum 10 years of experience in the relevant area • A minimum of 5 years of experience in software development utilizing a variety of common system	10+ Years

	integration methods and technologies including web services, SOAP, JSON, REST, APIs, XML, automated testing frameworks, and orchestration tools • Must have experience of using Kafka, Oracle SOA, Message Queues for integration • Professional experience with XML, XSD, XSLT, WSDL, HTTP(s), FTP • Strong experience with Integration Data Hubs and ETL Tools • Experience with source code repositories (Subversion, Team Foundation Server) and continuous integration/deployment • Expertise in comparing integration approaches and assessing their relative strengths and limitations in terms of meeting business goals • Experience developing integrations in several technologies and languages such as Microsoft .NET, Java, JavaScript, PHP, and Python, as well as scripting in Linux and Windows • Experience working with relational databases and SQL supporting legacy integration techniques	
Integration Team	• BE/B.Tech in IT/CS/EC or MCA or M.Sc. in IT/CS • 5+ years of experience in the relevant area • A minimum of 2 years of experience in software development utilizing a variety of common system integration methods and technologies including web services, SOAP, JSON, REST, APIs, XML, automated testing frameworks, and orchestration tools • Professional experience with XML, XSD, XSLT, WSDL, HTTP(s), FTP • Strong experience with Integration Data Hubs and ETL Tools • Experience with source code repositories (Subversion, Team Foundation Server) and continuous integration/deployment • Experience developing integrations in several technologies and languages such as Microsoft .NET, Java, JavaScript, PHP, and Python, as well as scripting in Linux and Windows • Experience working with relational databases and SQL supporting legacy integration techniques	5+ Years

ANNEXURE-12-CURRICULUM VITAE FOR PROPOSED JOBS

1	Proposed Position and Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has worked in the last ten years	
9	Total years of experience	
10	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]	From (Year): To: (Year) Employer: Positions held:
11	Highlights of assignments Handled and significant accomplishments	Name of assignment or project Year: Location: Client: Main project features: Positions held: Activities performed:

Certification:
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

ANNEXURE-13: ACCOUNT DETAILS FOR PAYMENT OF RISL PROCESSING FEE, BIDDING DOCUMENT FEE, AND BID SECURITY FEE

1.	Bank Name	State Bank of India
2.	Branch address	Secretariat Branch, Jaipur
3.	Bank Account No.	61119988424
4.	NEFT IFSC Code	SBIN0031031
5.	Account Holder Name	Managing Director, RajCOMP Info Services Limited
6.	MICR Code	302002103
7.	RISL PAN	AAFCR2556N
8.	RISL TAN	JPRR06208G
9.	RISL TIN	08094750593
10.	RISL S.TAX NO.	AAFCR2556NSD001

It is to be noted that bidder, if deposits mentioned fee in given account number; then bidder has to submit all relevant transaction proofs and payment screen shots to RISL.

Only after reception and confirmation of fee by accounts department of RISL, Technical bid shall be opened for further evaluation.

ANNEXURE-14: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT
This confidentiality and non-disclosure agreement ("Agreement") is made on this _____ day of _____, 2023.
BETWEEN
Managing Director, RajCOMP Info Services Ltd., B-Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (hereinafter referred to as "RISL", which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,
AND
M/s. <Firm>, <Address of Firm> (hereinafter referred to as 'Successful Bidder/ Supplier', which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART.
WHEREAS
   a. The RISL wishes to enter into rate contract to provide Technical Resources for Design, Development, Implementation & Maintenance of IFMS 3.0 Project at RISL, Yojana Bhawan, Jaipur for a period of Four years (i.e. from _____, 2023 till ____,   ). For the purpose there will be a requirement to exchange certain information related to or hosted in IFMS 3.0 Project which is proprietary and confidential information.
   b. The RISL is willing to disclose such information to firm only on the terms and conditions contained in this Agreement. The firm agrees to hold the Covered Data and Information in strict confidence. Firm shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/RISL except as permitted or required by the Agreement, or as otherwise authorized in writing by RISL.
NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:
   1. **Definition: In this agreement unless the contest otherwise requires:**
      1.1 "Confidential Information" shall mean
      a) any and all information concerning IFMS 3.0 Project or any other successor,
      b) any and all trade secrets or other confidential or proprietary information related with IFMS 3.0 Project and hosted in Rajasthan State Data Centre (RSDC)
      c) Passwords of application software, user identifications, or other information that may be used to access information systems, technical specifications of Resident data, access policies of database and application software and information hosted in RSDC.
      1.2 Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related with IFMS 3.0 Project and/or hosted in Rajasthan State Data Centre (RSDC) and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.
   2. **Limitations on Use and Disclosure of Confidential and Proprietary Information**
      2.1 Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data may or may not be hosted in RSDC shall be used by the firm solely for the purpose of fulfilment of the obligation and work assigned to it as per order no._____ dated _____2023 and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RISL or its representative. Firm shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.
      2.2 Confidential and Proprietary Information shall not be copied or reproduced by the firm without the express written permission of the RISL, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no. _____ dated ____2023.

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

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

2.5 This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:
   a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the firm; or
   b. was, at the time of receipt, otherwise known to the firm without restriction as to use or disclosure; or
   c. becomes known to the firm from a source other than the RISL and/or other departments/PSU without a breach of this Agreement by the firm; or
   d. is developed independently by the firm without the use of Proprietary Information disclosed to it hereunder; or
   e. is otherwise required to be disclosed by law.

2.6 The provisions of Information Technology Act, 2000 and Rules thereto shall be complied by firm for entire contract period. Furthermore, in case of any inconsistency in any of the provisions of this agreement with the "Information Technology Act, 2000" and Rules thereto, the later shall prevail.

2.7 The firm would be responsible for Non-Disclosure agreement to be signed by deployed man power in the project as per the requirement in the IFMS 3.0 project.

3. **Business Obligation:**

3.1 During the complete contract period of the agreement, the firm shall not
   a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
   b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the RISL, without the prior written consent of the RISL.

3.2 Whereas, the RISL as a matter of policy and with a view to develop and operate & maintain IFMS 3.0 project has given order to the firm (_____dated ____-2023) for Development, Operation & Maintenance (FMS) for IFMS 3.0 project hosted in RSDC, Jaipur for a period of four years as specified in the service level agreement (SLA).

3.3 Whereas, the RISL under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of firm), had entered into an agreement with the firm that the second party shall not divulge such information either during the course of the life of this agreement.

3.4 Whereas, the firm has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the firm shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.

3.5 Whereas, the firm having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the firm shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the RISL and if this is violated, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

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

3.7 Whereas, if the firm permits any person or persons without permission of the RISL to have –

    a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;

    b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipment's or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;

    c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;

    d. Denies or causes the denial of access to any authorized person of the RISL to have access to any computer system or computer network by any means;

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

3.8 Firm shall report to RISL any use or disclosure of confidential and/or proprietary Information/data not authorized by this Agreement in writing by RISL. Firm shall make the report to RISL within three (3) business day after firm learns of such use or disclosure. Firm's report shall identify:

    a. The nature of the unauthorized use or disclosure,

    b. The confidential and/or proprietary information/data used or disclosed,

    c. Who made the unauthorized use or received the unauthorized disclosure,

    d. What firm has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and

    e. What corrective action firm has taken or shall take to prevent future similar unauthorized use or disclosure.

    f. Firm shall provide such other information, including a written report, as reasonably requested by RISL.

3.9 The firm hereby agrees and consents that temporary or permanent injunctive relief and/or an order of specific performance may be granted in lieu of, or in addition to other available relief in any proceeding brought by RISL to enforce this Agreement, without the necessity of proof of actual damages and without posting bond for such relief.

4. Dispute Resolution:

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

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

Signed By:	Signed By:
( ) Designation:, Company:	( ) Managing Director, RISL
In the presence of:	*In the presence of:*
( ) Designation: Company:	() Designation: RISL
( ) Designation: Company:	() Designation: RajCOMP Info Services Ltd.

ANNEXURE-15-FORMAT FOR SUBMISSION OF MANPOWER STRENGTH

To,
The Managing Director, RISL

Sub: Undertaking for manpower strength in the project.
Dear Sir,
In response to the Tender/ NIB Ref. No. _____dated_____ , I hereby certify that required manpower resources is available with the firm/company as per RFP and will be deployed in the project as per timelines defined in the RFP document.

S. No	Profile	Experi ence	Total No. of Required resources as per RFP	No. of Available resources for deployment
1	Sr. Project Manager	15	2	
2	Solution Architect	12	2	
3	Technical Architect (Module Lead)	8	4	
4	Senior Database Architect	10	1	
5	Database Architects	5	4	
6	DBAs		1	
7	Senior UI/UX Architect	10	1	
8	UI/UX Designer	5	2	
9	UI/UX Developers	5	4	
10	Business analyst	5	5	
11	Developer (Angular)	5	20	
12	Developer (SQL/PL-SQL)	5	20	
13	Developer (Micro Service (Helidon/Springboot) Java Developer)	5	20	
14	Developers (MIS Reports & Dashboard)	5	6	
15	Data Migration experts	5	2	
16	Integration Lead	10	1	
17	Integration Team	5	2	
18	Quality Assurance and Testing Lead	10	1	
19	Testing Team (Automation + Manual)	5	10	
20	Golden Gate, Oracle and MS SQL Expert	5	2	
21	Security Expert/ Security Auditor for Internal Security Audit	5	1	
22	Analytics Team /AI Expert	5	2	
23	Documention/Content Writing Lead	7	1	
24	Documentation/Content Writing Team	4	5	
25	Training Team	4	4	
26	Training Manuals	4	4	
27	Devops	5	1	
28	Mobile Application Developer	5	8	
	Total		136	

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Authorized Signatory
Name:
Designation: