Request for Proposal (RFP)

Selection of Agency for Design,

Development, Implementation &

Maintenance of
Integrated Scheme Management

System (ISMS) 2.0

**RajCOMP Info Services Limited** 

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NIB Reference No.: <File Number>/<Dispatch No> Dated: <Date>

**UBN:** 

Mode of Bid Submission	Online through e-Procurement/ e-Tendering
	system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Procuring Entity/ Tendering Authority	Managing Director, RajCOMP Info Services Limited (RISL), First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date Time & Place of Pre-bid meeting	As per NIB
Last Date & Time of Submission of e-Bid	As per NIB
Date & Time of Opening of Technical e-Bid	As per NIB

Bidding Document Fee: Rs. 2000/- Only (Rupees Two Thousand Only)

Name of the Bidding Company/Firm:		:		
Contact	Person	(Authorized	Bid	
Signatory):				
Correspond	dence Add	lress:		
Mobile No.				Telephone
				Fax No.
Website:				
Contact E-N	Mail Addre	ess:		

# **RajCOMP Info Services Limited (RISL)**

1<sup>st</sup> Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Phone: 0141-2922304, 2928217

Website: <a href="https://risl.rajasthan.gov.in">https://risl.rajasthan.gov.in</a> Email: <a href="mailto:oic.isms@rajasthan.gov.in">oic.isms@rajasthan.gov.in</a>

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# **ABBREVIATIONS & DEFINITIONS**

Definition	Description
Agreement	The Agreement to be signed between the successful bidder and RISL.
ACID	Atomicity, Consistency, Isolation, And Durability
Act	The Rajasthan Transparency in Public Procurement Act, 2012 and
	Rules thereto
AI/ML	Artificial Intelligence / Machine Language
API	Application Programming Interface
	The bidder's representative/ officer vested (explicitly, implicitly, or
Authorized	through conduct) with the powers to commit the authorizing
Signatory	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.
BADP	The Border Area Development Program
BG	Bank Guarantee
Bid/ e-Bid	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.
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.
BoM	Bill of Material
BOQ	Bill of Quantities
BRN	Business Registration Number
CCA	Controller of Certifying Authorities (any CCA approved certifying
	agency)
CERT-In	Indian Computer Emergency Response Team
Competent	An authority or officer to whom the relevant administrative or financial
Authority	powers have been delegated for taking decision in a matter relating to
	procurement. MD, RISL in this bidding document.

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Definition	Description
Contract/	A contract entered between the procuring entity and a successful
Procurement	bidder concerning the subject matter of procurement
Contract	
СММІ	Capability Maturity Model Integration
CNN	Convolutional Neural Network
CR	Change Request
CRUD	Create, Read, Update, Delete
CSC	Common Service Centre
CV	Curriculum Vitae/ Resume
Day	A calendar day as per GoR/ GoI.
DAY	Deendayal Antyodaya Yojana
DC and DR	Data Center and Disaster Recovery
DSC	District Scheme Coordinator
DoIT&C	Department of Information Technology and Communications,
	Government of Rajasthan.
DPDP Act	Digital Personal Data Protection Act, 2023
EEMS	Employment Exchange Management System
EMS	Enterprise Management System
EMD	Earnest Money Deposit
EOI	Expression of Interest
ET	Emerging Technology
ETL	Extract, Transform & Load
Executing Agency	The agency responsible for the execution of this RFP. The Executing
	Agency has been identified as RISL.
FAQs	Frequently Asked Questions
FMS	Facility Management Services
FRS	Functional Requirement Specification
FOR/ FOB	Free on Board or Freight on Board
GDPR	General Data Protection Regulation
G2C	Government to Customer
G2G	Government to Government
G2B	Government to Business
Gol	Government of India
GoR	Government of Rajasthan
Goods	Means the services incidental to the supply of the services, such
	as design, development, installation, training and initial maintenance

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Definition	Description
	and other similar obligations of the successful/ selected bidder under
	the Contract.
GST	Goods and Services Tax
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)
IFMS	Integrated Financial Management System
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
ISMS	Integrated Scheme Management System
IPA	In-Principal approval
IPR	Intellectual Property Rights
IT	Information Technology
ITB	Instructions to Bidders
JCTSL	Jaipur City Transport Services Limited
KPI	Key Performance Indicator
LCBS	Least Cost Based Selection (L1)
LD	Liquidated Damages
Lol	Letter of Intent
MIS	Management Information System
MNREGA	Mahatma Gandhi National Rural Employment Guarantee Act
MSDG	Mobile Services Delivery Gateway
NSDC	National Skill Development Corporation
NSQF	National Skills Qualifications Framework
NeGP	National e-Governance Plan of Government of India, Department of
	Information Technology (DIT), Ministry of Communications and
	Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
NIT	Notice Inviting Tender
Notification	A notification published in the Official Gazette
OCR / ICR	Optical Character Recognition / Intelligent Character Recognition
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number

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Definition	Description
PBG	Performance Bank Guarantee
PC	Procurement Committee
PDF	Portable Document Format
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
Project Site	Wherever applicable, means the designated place or places/ onsite
	where the project is to be carried out
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/	Person or entity that is a recipient of a good or service provided by a
Tendering	seller (bidder) under a purchase order or contract of sale. Also called
Authority/ Procuring	buyer. MD, RISL in this RFP document.
Entity	
RFP	Request for Proposal
RIICO	Rajasthan State Industrial Development and Investment Corporation
RISL	RajComp Info Services Limited
RPP	Rajasthan Payment Platform
RSLDC	Rajasthan State Livelihoods and Development Corporation
RSWAN	Rajasthan State-Wide Area Network
RSDC	Rajasthan State Date Centre
RTI	Right To Information
SAN	Sanstha Aadhaar Number
Services	IT / ITes / Software Development Services to be provided to the
	Purchaser under the Contract
SCDC	Scheduled Castes Development Corporation
SDC	Skill Development Center
SSC	Sector Skill Council
SSL	Secure Sockets Layer
SSO	Single Sign On
Supplier/SI/Vendor/	System Integrator, the bidder who will be finally selected and who gets
Successful Bidder/	into an agreement with the RISL for completing the services/ work
Service Provider/	mentioned in this bidding document.
Contractor/ Selected	
Bidder	
SLA	Service Level Agreement is a negotiated agreement between two

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Definition	Description
	parties wherein one is RISL and the other is the Selected Bidder. It is a
	service contract where the level of service is formally defined.
SoW	Scope of Work
State Government	Government of Rajasthan (GoR)
SPPP	State Public Procurement Portal
SRS	Software Requirements Specification
Subject Matter of	Any item of procurement whether in the form of goods, services or
Procurement	works
TADD	Tribal Area Development Department
TP	Training Partner
TPA	Third Party Auditors
TQ	Technical Qualification
UAT	User Acceptance testing
Web Portal	A dashboard screen for camera view in ISMS 2.0
WCD	Women and Child Development
WO/ PO	Work Order/ Purchase Order
WSSO	Water And Sanitation Support Organization

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# 1. <u>NIB</u>

RFP for Design, Development, Implementation & Maintenance of ISMS 2.0

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

Unique B	id No.(UBN) :		
NIB Code	The state of the s		
NIB Ref N	lo. and Date	F4.3(631)/RISL/Tech/2025/2168 Dated:04/07/2025	
Name & Address of the Procuring Entity  Name & Address of the Project Officer In-charge (POIC)		<ul> <li>Name: Managing Director, RISL</li> <li>Address: RajCOMP Info Services Limited (RISL), First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>	
		<ul> <li>Name: Sh. Rajesh Saini</li> <li>Designation: Group General Manager, RISL</li> <li>Address: IT Building, First Floor, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur 302005 (Rajasthan)</li> <li>Email: oic.isms@rajasthan.gov.in</li> </ul>	
Subject Procuren	Matter of nent	Request for Proposal (RFP) for Selection of Agency for Design, Development, Implementation & Maintenance of "Integrated Scheme Management System 2.0" (ISMS 2.0)	
Bid Proce	dure	Single-stage two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in	
	luation Criteria n Method)	Least Cost Based Selection (LCBS) - L1	
Websites Bidding Corrigend	for downloading Document, dum, etc.	http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in http://risl.rajasthan.gov.in, http://doitc.rajasthan.gov.in	
Estimate	d Procurement	INR 4,85,00,000.00	
Cost		(Four Crore Eighty-Five Lacs Only)	
Fees	Bidding Document Fee / Tender Fee	INR 2000/- (Rupees Two Thousand only) through Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".	
	RISL Processing Fee	INR 2000/- (Rupees Two Thousand only) through Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur"	
	Bid Security (EMD) and Mode of Payment	<ul> <li>2% of Estimated Procurement Cost as per prevailing rules of Govt. of Rajasthan</li> <li>0.5% of the estimated procurement cost for S.S.I. unit of Rajasthan and</li> <li>1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction.</li> <li>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format in Annexure-8.G: Bid Security Format), of a Scheduled Bank in favor of "Managing Director, RISL" payable at "Jaipur".</li> </ul>	
	d of Availability Iding Document	Start Date: 04.07.2025 02:00 PM End Date: 28.07.2025 02:00 PM	
	Time/ Place of id Meeting	<ul> <li>Date/ Time: 15.07.2025 at 11:30 AM</li> <li>Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 302005, Rajasthan</li> <li>Pre-requisite: Submission of tender fees as mentioned.</li> <li>Last date of submission of Pre-Bid Queries: 16.07.2025 upto 5:00 PM</li> <li>Queries considered, submitted on oic.isms@rajasthan.gov.in</li> </ul>	
Manr Date subm	for the ission of Bids	Manner: Online at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> Start Date: 21.07.2025 at 02:00 PM End Date: 28.07.2025 at 02:00 PM	
Submission of Banker's Draft of Cheque/ Demand Draft for		Till: 28.07.2025 at 02:00 PM	

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RFP for Design, Development, Implementation & Maintenance of ISMS 2.0

Tender Fee, Bid Security, and Processing Fee*	RATION OF THE STATE OF THE STAT
Date/ Time/ Place of Technical Bid Opening	Date: 28.07.2025 at 04:00 PM Place: Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur 302005, Rajasthan
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	180 days from the bid submission deadline

#### Note:

- 1. Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2. \*In case, any of the bidders fails to physically submit the Banker's Cheque/Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to the date & time mentioned above, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favor of the authority as mentioned in the NIB"
- 3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).
- 4. RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc 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, GoR on a regular basis. Bidders interested in 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: <a href="mailto:eproc@rajasthan.gov.in">eproc@rajasthan.gov.in</a> : Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan
- 7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10. The provisions of RTPP Act 2012 and Rules and subsequent amendments thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

(Rajesh Saini)

Group General Manager

Rajesh Saini GGM (Technical)

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#### 2. BACKGROUND INFORMATION

#### A. About RISL

RISL is a fully Government of Rajasthan owned Company. RISL is a leading consulting organization in the field of Information Technology. RISL operates under the aegis of Government of Rajasthan. RISL is the designated as the State Designated Agency (SDA) for implementation of National e-Governance Plan (NeGP) Components i.e. State Data Centre (SDC), Statewide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery Gateway (SSDG) and state's other Mission Mode Projects (MMPs). RISL is also a Technology Partner with departments like RIICO, Agriculture, Education Department, Medical Department etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments / Organization (users).

#### B. About RSLDC

The Hon'ble Chief Minister created the Rajasthan Mission on Livelihood (RMoL) in September 2004 to address the needs of rising unemployment in the State through evolving, formulating, and promoting appropriate skill development linked to livelihood strategies for the youth of the State. Rajasthan was the first State in India to establish a Mission on Livelihoods. Rajasthan Skill and Livelihoods Development Corporation as a nodal agency for skill development and livelihoods activities in the state is fully geared up in its skilling initiatives in a bid to achieve its target of skilling the youth to fit into the emerging market scenario by building a skilling system that embraces changing demands of employment market.

RMoL was incorporated as Section 25, a Not-for-Profit company, on 17th August 2010. RMoL was converted into a corporation named Rajasthan Skill and Livelihoods Development Corporation (RSLDC) in May 2012. RMoL was reconstituted under the chairmanship of Hon'ble Chief Minister in 2014. The Department of Skill Employment & Entrepreneurship was constituted in 2015 by Cabinet Decision.

Rajasthan Skill and Livelihoods Development Corporation (RSLDC) runs and manages various schemes of state and central government to make the youth of Rajasthan more skilled and provide them opportunities for their livelihood. The RSLDC covers all segments of society and constantly evolves its approach to train youth from all backgrounds across Rajasthan under its skill development programs. Youth, Women, and marginalized segments are especially focused on skills to enable them for wages/ self-employment.

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#### C. Project Background

The Rajasthan Skill & Livelihoods Development Corporation (RSLDC) is dedicated to enhancing livelihood opportunities and mitigating unemployment ratio in the state. To achieve this, RSLDC is embarking on a transformative initiative by upgrading the existing Integrated Scheme Management System (ISMS.1.0) to the more advanced "Integrated Scheme Management System-2.0" (ISMS-2.0). ISMS-2.0 is envisioned as a groundbreaking IT platform designed with an objective to create a comprehensive information hub that integrates various data sources, providing both the department and the empaneled agencies with a seamless "one-stop-solution" for all skill-related activities.

Recognizing the importance of innovation and technology with cost reduction, ISMS-2.0 will actively encourage the inclusion of startup companies and organizations with innovative ideas and technological advancements. By fostering collaboration with the private sector, the system aims to incorporate state-of-the-art electronic skill development services into the eco system. This strategic partnership will not only diversify skill-related services but also streamline the training process & will simultaneously strengthen the platform.

The system will facilitate online workflows for the registration of training partners from both organized and unorganized sectors, offering functionalities such as trainee registration, application for implementation, application for course registration etc., through a user-friendly online platform.

#### **D. Project Objectives**

To develop an Integrated Scheme Management System for RSLDC which cuts across different functional processes for implementing various schemes. The Integrated Scheme Management System (ISMS) is an e-Governance system for automation of RSLDC processes and MIS for decision making by the top management. ISMS is an integrated MIS system of RSLDC to provide a single platform to Youths, Training providers, Govt. Departments, Convergence Departments, and Certification agencies for Skill Development Schemes. RLSDC currently operates by employing multipronged strategies to engage stakeholders from industrial training institutes, the education sector, and association with government bodies with more than 400+ Active Skill Development centers across the State.

The objectives intended to achieve through the implementation of ISMS 2.0 are as below and also given in detailed SoW:

- 1. To design, develop, implement, manage and maintain an integrated ISMS 2.0 on n-tier architecture (n=3 or above) for effective and efficient delivery of services and integrated mobile application. A large number of youth search for skills training using their smartphones, mobile application will encourage larger participation from youths and other stakeholders. The system should be bi-lingual and support both English and Hindi Languages (Unicode).
- 2. To provide secure and role-based access to various modules, dashboards, reports for effective and efficient user management and better use of system.

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- 3. To provide a simplified user interface for convenience of youths, training partners, department users and other stakeholders by providing easy and speedy access to RSLDC services.
- 4. To provide graphical reports, analytical reports, summary reports, MIS reports and dynamic dashboards & reports for better monitoring, management, decision-making and planning to ensure improvements in the services. Efficient and better MIS systems would assist in improving the internal efficiency of operations. The reports should be downloadable in PDF, MS Word, MS Excel Format.
- 5. To ensure seamless operations of processes and facilitate timely disbursement of payments.
- 6. To establish improved convergence, coordination and collaboration between the departments

#### **Expected Outcomes:**

The expected outcomes to be achieved from the project are as follows:

- Availability of online record of youth/ job seekers linked to their individual Jan Aadhaar Number (11 digits) and online record of training partners/ employers (institutions) linked to the Sanstha Aadhaar Number (16 digits) after proper verification process. SAN is also known as a Business Registration Number (BRN).
- 2. Efficient processes for registration of youth/ job seekers and training partners/ employers, improved access and experience through simple user-friendly interfaces, easy and speedy access to services of RSLDC for all the stakeholders.
- 3. Streamlined and simplified processes at all levels, enabling transparency, availability, efficiency, and quality.
- 4. Availability of real-time information for better monitoring, management, decision-making and planning. Enabling data and fact-based decision making, administration and overall governance.
- 5. Utilization of available resources with an aim to increase efficiency in skill development services. Efficient and transparent service delivery mechanism through Web Portal, Mobile Application, Payment Gateway, SMS and Email Services etc.
- 6. Mobile application-based attendance system having capabilities to capture face recognition-based attendance along with geo-coordinates for Check-In/ Check-Out attendance from the geo-fenced institutions.
- 7. Inspection visits of institutions by designated officials using mobile applications with capabilities to capture multiple photos along with geo-coordinates.
- 8. Extended integration of all state and national level portals for seamless exchange of information.
- 9. Improved transparency in functioning and efficiency of employment services for better monitoring and management by RSLDC.

# E. Stakeholders (Audience / Beneficiaries)

The following stakeholders will be involved in the project:

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S. No.	Stakeholders
1	Department of Women Empowerment
2	TADD (Tribal Area Development Department)
3	BADP (The Border Area Development Program)
4	Social and Justice Department
5	College Education
6	Employment Department
7	Unnati
8	MNREGA (Mahatma Gandhi National Rural Employment Guarantee Act)
9	WSSO (Water and Sanitation Support Organization)
10	WCD (Women and Child Development)
11	Jail/Juvenile Homes/Nari Niketan
12	NULM (National Urban Livelihoods Mission) – DAY (Deendayal Antyodaya Yojana)
13	NRLM (National Rural Livelihoods Mission)
14	SCDC (Scheduled Castes Development Corporation)

### F. Key points of ISMS 2.0 application:

- ISMS 2.0 automates RSLDC processes and MIS-related works as per e-governance initiative for better efficiency, transparency, and monitoring of skilling projects of RSLDC.
- To facilitate Training Partners and youth to register themselves online and to manage the training at the SDCs.
- To automate online assessments and certifications of trained youth.
- To facilitate the management of placement data and the verification of the placed youth.
- To automate and manage the payment & accounts processes.
- To manage the Convergence Scheme including the data management of all the participating departments.

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# 3. PRE-QUALIFICATION (PQ) / ELIGIBILITY CRITERIA (PRELIMINARY QUALIFICATION)

The pre-qualification / eligibility criteria for ISMS 2.0 solution provider are given below:

S.	Basic	Specific Requirements	Documents Required
No.	Requirement		
1.	Legal Entity	The Bidder should be an entity registered in India under the Company Act, 1956/2013; OR A firm registered under Limited Liability Partnership Act, 2008; OR A firm registered under the partnership Act, 1932  Note: Joint Venture, Consortium or Association is	Copy of Certificates of Incorporation / Registration
2.	Financial: Turnover	not allowed  Average annual turnover should be at least INR 15  Crores (Fifteen Crores) during last three financial years (i.e. 2021-22, 2022-23 and 2023- 24) from IT/ITES projects in application software development and its associated support and maintenance service (FMS) in India.	Audited Balance Sheet / Certificate from Statutory Auditor indicating the average annual turnover as per eligibility criteria, with CA's Registration Number / Seal
3.	Financial: Net Worth	The bidder should have positive net-worth as on March 31, 2024 or March 31, 2025 (for any one year), as per audited balance sheet.	<ul> <li>Audited Balance Sheet /         Certificate from Statutory         Auditor, with CA's         Registration Number /         Seal</li> </ul>
4.	Technical Capability	The bidder <b>should have experience of</b> completed	Project Reference Format as per <u>Annexure-8. I</u>

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application software development and its associated support and maintenance service (FMS) projects with Central Government / State Government / PSUs / BFSI in last five (5) years (i.e. 2020-21, 2021-22, 2022-23 2023-24 and 2024-25) in India comprising minimum of

One (1) project of value not less than INR 3 Crores OR Two (2) projects of value not less than INR 2 Crores each OR Three (3) projects of value not less than INR 1.5 Crores each

#### Note: -

- 1) The work order should be issued between 1st April 2020 to 31st Mar, 2025
- 2) The ongoing projects should have reached the steady state of operations as on the date of submission of bid.

#### AND

Work Order + Work
 Completion Certificates
 from the client;

#### OR

Work Order + Self
Certificate of Completion
(Certified by the Statutory
Auditor/ CA indicating the
value of payment received
against the work order(s))
(In the above case the
valueof payment received
shallbe greater than or
equal to the amount
mentioned in the eligibility
criteria)

#### OR

Work Order + Completion Certificate from the client indicating the amount of payment made against the work order.

#### OR

Work Order + Completion
Certificate from the client
indicating the amount. (In
the above case the value of
the payment received shall
be greater than or equal to
the amount mentioned in
the eligibility criteria)

(Note: The Work Order/ Completion certificate should clearlydepict the date, scope ofwork and the value of project. Only

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5.	Manpower Strength	The bidder should have at least 50 employees on its rolls in the area of Software development or Software Implementation of Software Integration as on the date of bid submission	software development along withmaintenance plus supportcost will be considered.Hardware, hosting or anyother such cost will not be considered.)  • Certificate from HR Head clearly specifying the number of resources on it rolls and must submit proof of PF Challan / payment proof for the three months as evidence
			of having active manpower on payroll as on the date of bid submission.
6.	Tax registration	The bidder must possess a valid:  i.) Income Tax Registration / PAN number  ii.) Goods and Service Tax (GST) Registration Certificate	Copies of relevant     certificates of Registration
7.	Certification	The Bidder must have the following valid certification:  ISO/IEC 27001:2013 - Information Security Management System  ISO/IEC 20000-1:2011 - IT Service Management System  CMMI Level - III or above	Copy of valid relevant certificate.
8.	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	A Self-Declaration Certificate letter as per Annexure-8. E

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- and must not be the subject of legal proceedings for any of the foregoing reasons;
- b) Not have been (their directors and officers) 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 been otherwise have disqualified pursuant to debarment proceedings;
- 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.

#### Note:

- 1) Joint Venture, Consortium of partners or Association is not allowed.
- 2) Bidders need to ensure compliance to all the eligibility criteria points. Also, all the required documents should be properly annexed as indicated above along with an Index Page. Scope of Work, Roles, and Responsibilities, Deliverables, Timelines and Payment Terms.

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#### 4. SCOPE OF WORK, DELIVERABLES, TIMELINES and PAYMENT SCHEDULE

#### **4.1. Project Overview:**

RISL intends to invite qualified firms to provide Solution & Services for development and implementation of innovative and transformative Integrated Scheme Management System (ISMS) 2.0 for upskilling the youth to fit into the growing demands of the market along with making process of onboarding training partners online and effective management/monitoring of the services provided for the youth of the state.

The project scope involves the design, development, implementation, management and maintenance of an integrated web-based software application and mobile application for RSLDC, including API integrations with state and national portals. It is envisaged that the ISMS 2.0 application would be robust, secured, simple and user friendly to improve the overall administrative and operational efficiency and effectiveness and to pass on the benefits of IT & Emerging Technologies to all the stakeholders.

The Selected Bidder shall deploy teams for requirement gathering to understand the functional requirements, Business Process Re-engineering (BPR) for standardization of core processes, participate in knowledge transfer activities, development of SRS, ISMS 2.0 application design, development, customization, data migration from ISMS 1.0, testing, UAT, training, implementation, Go-Live, operations & maintenance etc.

It is expected that the Selected Bidder shall execute sprints of multiple groups simultaneously which may be at different stages of Software Development Life Cycle (SDLC). Selected Bidder shall deploy a requisite team for executing multiple sprints simultaneously to adhere to the timelines given in the RFP. This approach shall help with the successful roll-out and adoption of ISMS 2.0 in a time-bound manner.

#### 4.1.1. Current System (ISMS 1.0)

RSLDC has an Integrated Scheme Management System 1.0 already in place which is built on the below mentioned technology:

Web Application	Axpert (LCNC) 9.6, ASP.NET with .NET framework 2.0
Database	Oracle 12C

#### 4.1.2. Existing Modules in ISMS 1.0

- 1. User Management
- 2. EOI Management
- 3. Training & Attendance (Biometric)
- 4. Payment & Finance
- 5. Assessment

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- 6. Placement
- 7. Reports

#### 4.1.3. Current Data Metrics (Approx. till March 2025)

- 1. Total Registered Candidates: 6 Lakh
- 2. Total Registered Training Partners: 2670
- 3. Total Benefitted Candidates: 0.68 Lakhs

#### 4.2. Modules to be covered under ISMS 2.0:

The broad activities (but not limited to) to be undertaken by the selected bidder includes the below modules in the development phase:

- 1. User Registration & Update
- 2. EOI management
- 3. Training & Attendance Management (Face Detection / Biometric)
- 4. Social Media Integration like: Whatsapp Feedback, automated questionnaire etc.
- 5. IP Camera-based Monitoring & Recording
- 6. Assessment & Certification
- 7. Placements Initiation & Verification
- 8. Payment & Financial Management
- 9. Helpdesk Management (ISMS 2.0 Support System)
- 10. Dashboard/ MIS Reports (Data Analytics)
- 11. Dynamic Screen
- 12. Dynamic Report
- 13. Workflow Engine
- 14. Messaging System (SMS / Email / WhatsApp)
- 15. Inspections & Monitoring (Mobile Application & Web Application)
- 16. Chatbot (through Sampark Portal using API)



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#### 4.3. Integration with Third Party Applications

The Selected Bidder shall provide web-based application (along with mobile application) for implementation of ISMS 2.0. This application shall also be integrated with other existing applications (Rajasthan Digital Stack) implemented in the State of Rajasthan, some of which are listed below:



Brief of the existing third-party applications that are envisaged to be integrated with the ISMS 2.0 application are given as below:

Sno.	System	Description	
1	Raj SSO	Rajasthan Single Sign On (One Digital Identity for all	
		Applications)/ Electronically capture the attendance of	
		Jobseeker pursuing internship in Government departments	
2	Jan Aadhaar	Jan Aadhaar, a State Resident Data Repository (One	
		Number, One Card, One Identity) to determine the	
		eligibility of the family / family members for the schemes	
		of public welfare benefits provided by the government.	
3	Sanstha Aadhaar	Sanstha Aadhaar Number (SAN) is a unique ID given to all	
		Govt. departments, Boards/ Corporation/ Autonomous	
		Body/ Non-government organizations and all enterprises	
		including private enterprises established in Rajasthan.	
		Sanstha Aadhaar (Formerly known as "Rajasthan Business	
		Register")	

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	T		
4	Raj e-Sign	e-Sign or Electronic Signature Service is an innovative initiative for allowing easy, efficient, and secure signing of electronic documents by authenticating signee using AADHAAR eKYC services. With this service, any AADHAAR holder can digitally sign an electronic document without having to obtain a physical cryptographic token.	
5	Raj e-Vault	In simple words, Digital Document Manager. It is a portal dedicated to providing digital verification platform for official documents and certificates, hence, overall reducing the need of tedious paperwork.	
6	Raj Masters	Repository of all master data of GoR like Division, District, Sub-Division, Tehsil, Village etc. This master data has been maintained for the purpose of data integrity, consistency and information-exchange.	
7	Rajasthan Sampark	Rajasthan Sampark is a centralized platform of the State for lodging grievances towards any Department by the citizen. It primarily consists of a State level Call Center with integrated web portal which acts as a single point of contact for addressing and redressing various citizen centric queries and grievances related to government services.	
8	e-Sanchar	e-Sanchar is a centralized communication platform for all the e-Governance applications with several communication channels and modes to interact with the citizens. It provides a number of API interfaces to integrate with other applications. PUSH SMS, PULL SMS, Outbound Voice Calling and Outbound IVRS services are provided through e-Sanchar.	
9	Pay Manager/ IFMS	PayManager is a Pay Bill Preparation System meant for the employees of the State Government of Rajasthan. The Software not only provides the facilities for Pay bill Preparation of the employees but also Preparation of DA Arrear, Bonus, Arrears and Leave encashment Bills.  Integrated Financial Management System (IFMS) is an e-Governance initiative of Rajasthan Government for effective, accountable and transparent Public Finance Management. IFMS has been conceptualized as an umbrella system covering all modular systems and their	

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		integration. The main objective of IFMS is to achieve	
		computerization of state wide financial transactions and	
		efficient monitoring and facilitate a Single Window	
		interface across various functions. IFMS is a complete suite	
		of numerous applications related to finance, covering	
		budget, payments, expenditure, receipt, works	
		management and accounting.	
10	Aadhaar	An Aadhaar card is issued by the Unique Identification	
		Authority of India ( <u>UIDAI</u> ) to Indian residents and serves as	
		valid proof of identity and address and is essential for	
		availing government welfare schemes, financial services,	
		and digital authentication.	
11	Raj Sewa Dwar	A centralized middleware platform, or Enterprise Service	
		Bus as part of its e-governance framework to act as a single	
		point of inter-application connectivity, ensuring services	
		can be shared and utilized by multiple systems that allow	
		different government departments and systems to	
		communicate and exchange data efficiently, without	
		relying on individual point-to-point connections.	
12	Rajasthan Payment	A payment gateway service is integrated with various	
	Platform (RPP)	payment methods like banks, mobile wallets, credit/debit	
		cards, UPI, and Bharat QR to facilitate two-way electronic	
		payments for government departments and public sector	
		units in Rajasthan. The platform allows for both collection	
		of payments from citizens and disbursement of funds to	
		beneficiaries.	
13	Jan Soochna Portal	A one-stop public information platform launched by the	
		Rajasthan Government to provide citizens with easy access	
		to information about all government schemes and	
		services.	
14	EEMS	EEMS is a web based software of Employment Department	
	(Employment	that facilitate Job-Seekers to register themselves for	
	Exchange	unemployment allowance scheme "Mukhyamantri Yuva	
	Management	Sambhal Yojna 2021" and Department users to perform	
	System)	the related activities such as document verification,	
		approval department alletment joining attendance and	
		approval, department allotment, joining, attendance and	
		payment (Direct Benefit Transfer in the beneficiary's bank	

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	,		
		reports for decision making, planning and effective	
		monitoring and management of the scheme.	
15	Kaushal Darpan	Kaushal Darpan is a portal and mobile application designed	
		to effectively track and manage various activities and	
		components related to skill development programs in the	
		state.	
16	RSLDC (Website)	Rajasthan Skill and Livelihoods Development Corporation	
		(RSLDC) runs and manages various schemes of State and	
		Central Government to upskill youth of Rajasthan and	
		provide them opportunities for their livelihood.	
17	e-Mitra	Committed to quick and convenient delivery of citizen	
		services, Government of Rajasthan launched e-Mitra	
		platform in year 2002 with the objective to deliver all	
		Government and Private citizen centric services as	
		permissible under the Law of Land at the doorstep of	
		common man in a transparent and cost-effective manner.	
18	Rajdharaa (State	Rajdharaa is a state-wide web-based Geo Portal to acquire,	
	GIS platform)	process, store, distribute and improve the utilization of	
		geospatial data based on OGC standards and develop Data	
		Clearing House, which is a gateway of spatial data being	
		generated by various agencies of the Government of	
		Rajasthan.	
19	Raj Nivesh	RajNivesh portal is an integrated system (single point	
		(online) interface) designed to simplify and expedite the	
		approval process for investors by eliminating the need to	
		engage with multiple government departments. It is a	
		time-bound clearance system by acting as a one-stop shop	
		for information/ registration/ e-Payments/ approval/	
		tracking center for clearances/approvals.	

All the APIs required for integration with IT Frameworks defined by DoIT&C and third-party integrations will be provided by RISL/ RSLDC. The cost if any will be borne by RSLDC.

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#### **4.4. Application Development Stack**

#### **Technology stack required for ISMS 2.0:**

Category	Technology Stack 1	Technology Stack 2
	(Latest Version)	(Latest Version)
Frontend	Angular Framework	Blazor Framework
Backend	.Net Core	.Net Core
For CQRS (Command Query	Entity Framework with Code	Entity Framework with
Responsibility Segregation	First Approach & Stored	Code First Approach &
CURD Operations	Procedures	Stored Procedures
Database	MS SQL Server	MS SQL Server
Micro Service Architecture	Required	Required
Container	Required	Required
Hosting Environment	Linux	Linux
Container Orchestration	Kubernetes	Kubernetes
Tools		
Mobile APP	Flutter	MAUI

#### 4.5. Pre-Application Software Development Phase for ISMS 2.0:

- 1) Deployment of SPOC / Project Manager (PM): SI is required to deploy a dedicated SPOC / Project Manager (PM) during the execution of the project. However, the SPOC / PM shall be required to be present onsite primarily at RISL/RSLDC Jaipur.
- 2) Project Kick-Off Meeting: Project kick-off meetings will be organized to bring a development team and stakeholders together. The SI will be required to be present for this meeting.
- 3) Finalization of Detailed Project Management Plan (PMP): SI shall be responsible to prepare PMP and submit to RISL / RSLDC before entering "Pre-Application Software Development Phase for ISMS 2.0".
- 4) Selected Bidder shall deploy 15-18 full-time resources for the development of ISMS 2.0 application. The minimum qualification and experience details for the deployed resources is mentioned at <u>Annexure 8. J.</u> Additional resources required for timely completion may be deployed when required.
- 5) All personnel shall be stationed on-site at the local office in Jaipur of the selected bidder, Jaipur, or at locations specified by RISL.
- 6) IT equipment (desktops/laptops) for development shall be provided by the bidder to its software development Team. All the IT equipments in SDC will be provided by RISL.
- 7) The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time. RISL has every right to reject the personnel, if the resource deployed is not acceptable, before or after commencement of the awarded work/ project. The Selected Bidder shall appoint personnel having proficiency in English & Hindi language.

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- 8) RISL reserves the right to verify credentials of the resources throughout engagement. If misrepresentation is found:
  - Immediate termination of the concerned resource.
  - The resource will be discontinued once knowledge transfer (KT) is provided to the new resource
  - Penalties may apply per RTPP Act, 2012 and as per rates quoted in the financial bid.

#### 4.6. Preparation of SRS / FRS

- 1) Functional Requirement Specification (FRS): The bidder shall conduct a Detailed System Study, Requirement & Gap Analysis on the process and the entire workflow and submit the FRS for approval.
  - FRS must include Business Process Re-engineering of the existing processes. (Annexure-8. T for Checklist for FRS & Refer Annexure-8. R for Indicative Functionalities in ISMS 2.0)
  - SI shall be required to obtain sign-off of FRS from the designated authority of RSLDC.
- 2) SI shall be responsible for preparing System Requirements Specification (SRS), based on an independent assessment of the requirements, study of existing ISMS 1.0 and database details and the indicative FRS. SRS should be prepared accordingly. SI shall be required to obtain sign-off of SRS from the designated authority of RSLDC. (Refer Annexure-8 S for SRS checklist)

#### 4.7. Development of Application Software ISMS 2.0

A standard methodology should be adopted for software development, covering the entire SDLC (Software Development Life Cycle)

- 1) SI will be responsible for developing a feature rich web-based application software with dynamic content as per the guidelines issued by the RSLDC. The selected bidder may refer to the existing ISMS 1.0 software and its database available at RSLDC for building the basic features in the new software of ISMS.
- 2) The ISMS 2.0 web-based application software should support Unicode standard based Bi-lingual versions for user interface. It is expected to support both Hindi and English languages for Citizen Centric Information in Web and Mobile application. The labels and captions of registration form for the students (or the required pages as per RSLDC) should be displayed based on the selected language.
- 3) SI shall transfer ownership of all the software developed / customized / configured / procured regarding ISMS 2.0 to RISL.
- 4) The application software should have provision / facility for maintaining audit trail. All the editing in the Master Data should be by way of transaction i.e. through the front end interface. All the changes(add/edit/delete) in the master data should be saved along with the effective date.

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- 5) The developed web-based application software ISMS 2.0 should be compatible with all the standard latest versions of the web browsers. Also, mobile application developed should be compatible with minimum Android v12.0 and Apple iOS v15 and higher. In case any changes are required for accommodating the latest versions, it must be incorporated by SI.
- 6) The application must be integrated with SMS / WhatsApp / Email solutions (available with RISL/RSLDC) for automatically sending the required details / alerts / information to various stakeholders.
- 7) The development environment of the software application must be hosted at RSDC.

#### 4.8. Data Migration

SI will be responsible to migrate master and transaction data from the existing database of ISMS 1.0 and should utilize the migrated data, without altering, for further development, report creation, etc. In addition, SI should take an appropriate methodology for entering the new data into the migrated data, which may also require manual record entry, insertion of records (data) using excel sheets etc. SI shall also ensure correctness of the digitized records / data in the master database, which may be verified further by RSLDC for its sanctity, whenever required.

Continuous and regular checks shall be done before during and after data migration to maintain the quality of data in terms of Completeness, Reliability and Accuracy.

Reports and other documents showing the progress, output of the migration shall be well documented and shared with relevant stakeholders.

Data shall be migrated into the new systems completely before the 'Go Live' or as directed by the competent authority.

#### 4.8.1. Data Migration Plan and Strategy:

The select bidder is expected to deliver the strategy for data migration which shall clearly lay out roadmap for migration. Below are few sample guidelines and principles which shall be adhered to while undertaking process of data migration. Estimation in terms of scope, efforts and volume of data shall be undertaken to develop data migration plan

- 1. Develop guideline and policy for migration of the records including
  - Type of records required to be migrated.
  - Identification of the critical information for migration.
  - Process for Digitation of Legacy Data through data Entry Screens
  - Foreseeable risk and challenges with respect to data migration shall be predetermined, evaluated and possible mitigation solution shall be defined.
- 2. Data Migration may be done from the following:
  - Data available in ISMS 1.0
  - Data in Excel Format (as and when required)

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- data Entry Screens (as and when required)
- 3. Data Migration Plan may consist of the following:
  - Mapping Sheet for Master & Transaction Tables from Old Database to New Database
     (Old Table Name New Table Name)
  - Mapping of Each Table field by field from Old Table into New Table
- 4. Reports to check the Completeness/Correctness of the data migrated from Old software into New Software. Comparative Reports of both the databases
- 5. Formats for collection of legacy data shall be defined.
- 6. Confidential data (if any) shall be documented or migrated under the supervision of the concerned authority.
- 7. Bidder has to develop the data entry screen (if required). The task of data entry shall be done by RSLDC.

#### 4.8.2. Data Assessment

This data Assessment plan shall be submitted with the SRS submission. The selected vendor shall perform the following Data Assessment activities:

#### 4.8.2.1. Prepare a Data understanding Plan

The selected vendor shall conduct a data assessment of production data for the purpose of uncovering data anomalies associated with content (including missing data), relationships, correctness, completeness, uniqueness, consistency, and validity. Types of problems identified may include but are not limited to, multiple spellings of the same content, numeric range analysis, discovery and validation of data patterns, identification of redundant data and primary/foreign key relationships, and duplicate records. The selected vender shall provide the following

- Data definitions of all the data included in the system
- Procedures/ jobs for comprehensive data
- Mapping of all the fields and Entity relationship for entire system
- The results of this process will determine if production data passes the following tests:
- Accuracy
- Completeness
- Consistency
- Compliance

The selected data vendor will develop the acceptable criteria for measuring results of these tests.

#### 4.8.2.2. Anomalies reporting

Provide reports which reflect the results of the data assessment before, during, and after the data assessment has occurred.

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#### 4.8.3. Tools

Data analysis based on data types and relationships utilizing automated tools to conduct analysis, report findings and make recommendations for correction. Data analysis efforts will include but are not limited to:

- Pattern analysis to determine if the data values in a field are in the expected format.
- Statistical analysis such as minimum/maximum values, mean, median, mode and standard deviation.
- Frequency count analysis to identify data outliers that may indicate data inconsistencies.
- Rule validation analysis using pre-built business rules within the data tools as well as customized business rules.
- Relationship analysis of logical connections between pieces of data to determine potential problems related to primary/foreign key relationships, orphaned data, and duplicate records.

#### 4.8.4. Data Cleaning

Analyze assessment results and report the findings, outlining what specific data problems were found, the extent of each type of problem, location of data problems and the overall impact on production data. For each type of data problem, propose a method of correction based on identified criteria to establish which data is critical, important, and significant to business operations. Utilize automated data profiling tools and customize the tools to ensure that data complies with old ISMS business and data rules. In ISMS 1.0, there may be some data for which Master data is not available and as per new SRS, Masters are developed in ISMS 2.0, then Data cleaning / editing may be required before Migration from ISMS 1.0 to ISMS 2.0

#### 4.8.5. Conversion Script

Based on data assessment selected vendor shall document a mapping requirement, the vendor will be required to develop conversion script to transform the legacy data into a RDBMS data base.

This script shall be tested on the staging database on the full legacy data and conversion issues will be documented by the vendor in an Issues log. RSLDC and RISL will assist the vendor in resolving documented issues. Based on the resolutions, the vendor will revise scripts to resolve the documented issues, with a goal to eliminate all issues the test results shall be shared to the RISL to evaluate. Vendor shall also submit the conversion scripts to the RISL as part of submission.

Trial data migration shall be performed on Staging which shall be verified by RSLDC, once approved data shall be moved to production. Any risk, challenges or unforeseen scenarios shall be documented.

#### 4.8.6. Data Migration

Utilizing the approved scripts by RSLDC based on the results submitted by the vendor, the vendor will be required to execute the automated conversion of legacy data to RDBMS database. Tests will be executed on the full production legacy data, and conversion issues will be documented by the vendor

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in an Issues log. The vendor will revert the changes if desired results shall not be obtained and customize the conversion script till the desired results shall not be obtained and all issues shall not be eliminated.

A proper repository of data to be migrated shall be maintained.

#### 4.9. Development of Mobile app

The bidder shall design, develop and deploy Mobile app for the developed modules. The bidder shall also resolve all issues/ bugs reported in the Mobile App(s) developed. App should be compatible to iOS and Android platform on all the available devices in marketed supported by the android play store and iOS. The UI should be responsive for all the devices.

The mobile app shall be developed in Hindi & English for citizen centric information.

The selected bidder shall develop a Chatbot system in Mobile App for Students regarding selection of the suitable courses offered by RSLDC through integration of Chatbot API of Sampark Portal.

#### **4.10.** Testing of Developed Application

The SI shall submit the testing plan which shall consists of the following:

- List the planned testing types
- Number of cycles
- SI shall divide the overall testing in phases
- Acceptance Section for Sign Offs After review of the test plan SI should request signoff.
- Test Data In order to test the software against the approved requirements test data must be created in the application. This section shall have a list of data requirements for testing.
- Testing Deliverables This section should specify which testing deliverables will be created and delivered to the project team.
- SI shall perform automated testing at its own cost once in a year.
- SI shall perform manual testing of the application whenever and wherever required.
- Conduct testing of various components / modules of the software developed in accordance with the submitted Test Plan and Test Cases and using best practices.
- Test Cases alongwith Testing results including bug reports and rectification done should be shared with RISL/RSLDC.
- Load Testing & Performance Testing: To ensure the portal can handle anticipated user traffic and maintain optimal performance

# **4.11. User Acceptance Testing (UAT)**

1. The bidder shall be responsible for:

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- a. Preparation and submission of Test plan, Test cases and Test results
- b. Demonstration of module-wise functionalities/ features to RISL & its designated authority/TPA (if any) after deploying the Integrated IT solution at RSDC for each module
- c. Support to RISL & its designated authority/ TPA (if any) for conducting the testing, audits etc. and provide access to entire system as required by them.
- d. Rectification in the Integrated IT solution for any issues/ bugs/ improvements/ enhancements/ up-gradations suggested by RISL & its designated authority/ TPA (if any) during the UAT at no additional cost.
- e. Removal of all vulnerabilities/ security threats identified during the testing done for safe to-host/ UAT/ technical audit/ testing, etc. by RISL & its designated authority/ TPA (if any) at no additional cost.
- f. Submit the report/ testing documents including details of defects/ bugs/ errors found and corrective actions taken.
- The bidder shall assist Executive committee in successful completion of UAT of the new developed modules & features of Integrated IT solution on the completion of the development work for each phase.
- Final Sign-off/ approval / acceptance of the software shall be given by RSLDC. After successful completion of UAT, SI shall obtain the UAT approval from the RSLDC after resolving all issues / errors / bugs reported during UAT.
- 4. Staging Development Environment: The staging environment is meant to be used as a replica of the production environment. This environment is to be used for conducting system testing and User Acceptance Testing.

# 4.12. Security Audit, VAPT and Source Code Audit of the Developed Application by empaneled Agencies

- 1) The Selected Bidder shall get the Security Audit, VAPT and Source Code Audit done from the Cert-in empaneled vendors at its own cost.
- 2) Selected Bidder shall remove the vulnerabilities identified during the Safe to Host certification and then deploy the Software solution at RSDC.
- 3) The Vulnerability Assessment & Penetration Testing (VAPT) will be carried out as per standard norms.
- 4) The selected bidder shall make the required changes to the application and incorporate the suggestions of the auditor at no extra cost to meet required compliances.

# 4.13. Deployment & Configuration of ISMS 2.0 Application Software on Production Server

1) After successful UAT and security audit & certification the SI shall deploy the application software on the production server at RSDC.

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- 2) The Bidder shall be responsible to install requisite software/ utilities tools and configure web server, application server and database server clusters. These servers should be configured with load balancer to provide redundancy and high availability.
- 3) SI shall be responsible to coordinate with RSDC operator to host, install and configure application software at RSDC Jaipur.
- 4) SI shall adhere to RSDC policy, procedures for deployment and maintenance of the software.
- 5) **Production Development Environment:** The production environment is meant to be used by the end users of ISMS 2.0 application.

#### 4.14. Application Go-Live

- 1) Only after the Sign-off for particular module by RSLDC and RISL, the deployed Integrated IT solution for the respective module would be deemed as commissioned.
- 2) The application software shall be considered commissioned or Go-Live only after successful completion of the security audit and certification, followed by its deployment on the production server at RSDC.
- 3) After the Go-Live of the complete Integrated IT solution, post Go-Live the Bidder needs to obtain a commissioning certificate from RISL. After the submission of this signed commissioning certificate, the Maintenance phase shall start and the Bidder will start providing O&M services as per the agreed SLA for Integrated IT solution developed as specified in this RFP.
- 4) The bidder shall be responsible for training of users for the implemented solution.

#### 4.15. Training & Capacity Building:

SI shall submit the training plan to the RISL/RSLDC and training shall be conducted as per the approved training plan. The Bidder shall assist the RISL for successfully organizing the training which shall include the below mentioned activities:

- 1. The bidder in consultation with RSLDC shall conduct Training Needs Analysis based on the roles of all the respective staff during system study phase and drawing up a systematic training plan for all the stakeholders.
- 2. The bidder shall ensure a proper detailed training on the software solution developed by Bidder covering all the functionalities, features and processes built in the Integrated IT solution.
- 3. SI is required to impart requisite training to the ISMS 2.0 stakeholders as and when required by RISL/RSLDC.
- 4. For Physical Training Sessions
  - a. Physical training session will be held in Jaipur.

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- b. RSLDC shall provide requisite training infrastructure like training hall, computers, projector and screen alongwith the connectivity.
- c. SI shall bear all the expenses towards its resource person/ faculty.
- d. There should be enough resources in every training session for conducting the training program.
- e. The preferred batch size should be of about 25 trainees or as decided by RSLDC.

#### 5. For Online Training Sessions

- a. For the field level officers, the training will be conducted online through Video Conference.
- 6. Training may be divided into multiple sessions as per the need and requirement of the project/application.

#### 7. Training Material

- a. Training content should be separately created for each role type in the application.
- b. Language of training material shall be in English.
- c. The Bidder shall ensure that all the training documentation in soft copy is to be provided on ISMS 2.0 application (user training, operation procedures, visual help-kit etc.) and available to all the users. Also, bidder shall submit hardcopy of training material to RISL.
- d. The System Integrator (SI) will be responsible for creating and uploading the following types of training videos to the official YouTube channel of RSLDC:

#### i. Role-Based Workflow and Transaction Training Videos

Develop short training videos that demonstrate system transactions and workflows, customized for each user role.

#### ii. User Support (Handholding) Videos

Create instructional videos highlighting the handholding support provided to users during initial usage.

#### iii. Physical Training Session Recordings (On-Site)

Record and upload videos of physical training sessions conducted at various locations.

#### iv. Virtual Training Session Recordings

Capture and upload training sessions conducted via video conferencing platforms.

8. Once a training program for a batch is completed, the bidder shall be responsible for collection of training feedbacks online through ISMS 2.0, from the participants.

#### 4.16. Operation & Maintenance (O&M) with Facility Maintenance Services (FMS):

#### 1. O&M Phase Duration

After successful commissioning/Go-Live, the project will transition into the Operations &

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Maintenance (O&M) phase with Facility Management Services (FMS) for a period of five years, in accordance with the terms and conditions specified in the Letter of Intent (LoI).

### 2. Bug Fixing, Database Management, and Changes

The SI will promptly address bug fixes, database management, and minor/major changes to the application software. These actions will be completed within the timeframes specified by RISL/RSLDC, which will be based on the criticality of the issue and the effort required. Timeframes will be finalized for each case.

- 3. During the Support & Maintenance (FMS) period RISL may request Selected Bidder, to make necessary changes in the layout, colour schema, MIS reports format, input forms layout etc. The Selected Bidder shall be responsible to make these changes at no extra cost to procuring entity.
- 4. Maintain version control & archives of source code, web site content and database.
- 5. Download definitions/ patches/ updates/ service packs of the deployed third-party tools/ middle ware Software, this includes infrastructure at RSDC Jaipur. Subscription for any tool/software deployed for the project shall be taken in the name of RISL/RSLDC.
- 6. Action on Inputs from Stakeholders

The SI shall take action on any changes to the application software as per the inputs received from TPs, students, or other stakeholders, which will be gathered through the Issue Tracker (Help Desk Management Software) module.

#### 7. Record of Actions Taken

The SI will maintain a record of actions taken and resolution times, as may be required by RISL/RSLDC. Additionally, feedback on these issues and solutions will be provided for documentation.

### 8. FAQ Creation

The issues and solutions provided for the software will serve as a Frequently Asked Questions (FAQ) resource for all other users, to ensure consistent and efficient problem resolution.

### 9. Provision of Seating and Connectivity

The selected bidder will provide the necessary seating space (at office set up in Jaipur) and connectivity for the resources deployed onsite to carry out the tasks mentioned in this phase. The Bidder should ensure availability of resources at RISL office whenever required along with Laptop and connectivity.

### 10. Quarterly Reports

The SI will be responsible for submitting quarterly reports, including Service Level Standards (SLS) reports, as per the requirements outlined in the clause titled "Service Level Standards / Requirements" during the O&M phase.

### 11. Security Audits and VAPT

The SI will perform security audits and Vulnerability Assessment & Penetration Testing (VAPT) every alternate quarter and submit the clearance certificate to RISL.

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### 12. Performance Monitoring & Enhancement

RISL 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 provides its recommendations. The selected bidder, based on the recommendations of RISL, shall incorporate changes in the software solution at NO extra cost, to ensure smooth functioning of the application under varying load requirements & ensure proper management of:

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

Selected Bidder may use tool's subject to availability with RISL.

## **4.17.** Resource requirements:

1. The minimum required technical qualifications and experience details for the below mentioned resources are provided in Annexure-8. J of this RFP document.

Bidder shall depute the following resources during FMS Period for 5 years:

S. No	Type of Resource	No. of Resources
1	Business Analyst Cum Project	1
	Coordinator	
2	Senior Web Developer	1
3	Web Developer	1
4	Mobile Application Developer	1
		4

- 2. The deployed resources will be equipped with a desktop or laptop fully loaded with the necessary development environment and other required software.
- 3. The bidder shall arrange to discuss / interview of the resources by the OIC/ OIC designated officer before any deployment. Only approved resources by the OIC/ OIC designated officer shall be deployed by the bidder. Non approved resources shall not be considered for deployment and treated as non-availability of particular resource.
- 4. Also, it would be the responsibility of the bidder to retain the deployed resources for the entire contract period, in the event of a resource leaving the employment with bidder, the same shall be immediately replaced with another resource of equivalent capability in terms of qualifications and experience. Prior notification for all such events should be sent to RISL. Maximum 3 changes for a type of resource are permissible (during development and O&M phase) else penalties of attrition shall be applicable.
- 5. During and after the end of the project period, the bidder shall refrain from canvassing RISL/ GoR and any of its associates with any claim for employment of the bidder's personnel

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- deployed under the project.
- 6. As Hindi is Official Language of the Government of Rajasthan, the bidder has to appoint personnel having proficiency in Hindi language also alongwith English.
- 7. At no time, the deployed resources should be on leave or absent from the duty without prior permission from the designated nodal officer of RISL. In case of long-term absence due to sickness, leave etc., the Bidder shall ensure replacements and deployment of resources without any additional liabilities to RISL. Substitute will have to be provided by the Bidder against the staff proceeding on leave/ or remaining absent and should be of equal or higher qualifications/ experience.
- 8. The bidder needs to ensure the availability of resources normally from 9:30 AM to 6:00 PM (except Sunday) but this timing may vary as per the requirement throughout the project period or as decided by RISL. In exception conditions or in urgency of work, the support might be required on holidays also.
- 9. RISL has every right to reject the personnel, if resource is not suitable or not meeting the minimum qualification criteria, before or after commencement of the awarded work/ project. Any resource if not performing as required, POIC shall direct the Successful bidder and bidder must replace resources after getting approval and interview from OIC.

## 4.18. Responsibilities (Stakeholder-Wise)

### 1) Responsibilities of RISL

- a. Coordination between the RSLDC, RSDC and the SI.
- b. To provide requisite infrastructure required for hosting the developed ISMS 2.0 application software at RSDC.
- c. To conduct review meetings at regular intervals to monitor the overall progress of the project.
- d. Provide technical advice to the department during the project implementation
- e. To facilitate during UAT, Security Audit and appointment of agency for Security Audit and VAPT of application software after UAT.
- f. To provide feedback on changes to be made in the solution to improve usability of the application software
- g. To ensure regular monitoring the system/ services deployed by the SI as per the SLA.
- h. To review and approve the payments to the SI as per SLA.
- i. To set up and administration of escalation mechanism for timely and better communication.
- j. Processing of payment as per milestones based on the approved deliverables by RSLDC

#### 2) Responsibilities of RSLDC

a. Coordination between the GoI / GoR/ RISL and other government agencies and SI.

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- b. To extend full support in gathering and understanding the user-requirements and related information to the project team to meet the project timelines.
- c. To provide sign-off / acceptance of various project deliverables / milestones submitted by SI.
- d. To create an executive committee including high level officials of RSLDC to conduct review meetings at regular intervals and to monitor the overall progress of the project. The committee will provide the sign off on the deliverables of ISMS 2.0 and issue UAT sign-off. To conduct fortnightly meeting of the Executive Committee.
- e. To coordinate and provide all the details of the third-party APIs (other department / GoR / GOI) for integration.
- f. To provide feedback on changes to be made in the solution to improve the usability of the application software
- g. To provide feedback on changes in the application software through input from TPs / Students / other stakeholders gathered through Interaction module
- h. To ensure availability of training infrastructure to the SI for physical trainings.
- i. To ensure availability of ICT infrastructure (like internet connectivity with sufficient internet bandwidth, standard camera set-up with sufficient storage capacity for live streaming and recording etc) at various training sites/ locations for seamless operations of software application. The cost for additional storage/ licenses at RSDC to store the video recordings shall be borne by the RSLDC.
- j. To ensure regular monitoring the solution/ services deployed by the SI as per the SLA.
- k. To set up and administration of escalation mechanism for better communication and timely management and resolution of risks & challenges.

## 3) Responsibilities of Selected Bidder

- a. The detailed role & responsibilities of Selected Bidder has already been described in the following sections of this RFP as per Scope of Work.
- b. To provide computing infrastructure (like desktop computer, laptop, printer, scanner, Attendance system, camera, Mobile Device, TAB etc. as per requirements of the project) to all the deployed team members of the selected bidder.

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# 5. INSTRUCTION TO BIDDERS (ITB)

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

- a. The sale of bidding documents shall commence from the date given in NIB. The complete bidding document shall also be placed on both 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 authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa.

## 5.2 Pre-Bid Meeting / Clarifications/ Modifications/ Changes

- 1. Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- 2. A pre-bid conference can also be scheduled by the procuring entity 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.
- 3. The period within which the bidders may seek clarifications and the period within which the procuring entity shall respond to such requests for clarifications shall be as under:
  - a. Last date of submitting clarifications requests by the bidder: as per NIB
  - b. Response to clarifications by procuring entity: as per NIB
- 4. 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.
- 5. At any time, prior to the deadline for submission of Bids, the procuring entity can 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.
- 6. 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.
- 7. 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.

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8. 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 in such extended time. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

## **5.3 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:
- e. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

### 5.4 Period of Validity of Bids

- a. Bids submitted by the bidders shall remain valid during the period specified in the bidding documents.
- 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 but 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.

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# 5.5 Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <a href="http://eproc.rajasthan.gov.in.">http://eproc.rajasthan.gov.in.</a>
- 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	
Fee Details			
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)	
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission	
		(PDF)	
3.	Bid Security	Instrument/ Proof of submission	
		(PDF)	
Technical & Eligibility Documents			
4.	Bidder's Authorization Certificate along	As per Annexure-8. D (PDF)	
	with copy of PoA/ Board resolution		
	stating that Auth. Signatory can sign the		
	bid/ contract on behalf of the firm.		
5.	All the documents mentioned in the	As per the format mentioned	
	"Eligibility Criteria", in support of the	against the respective eligibility	
	eligibility	criteria clause (PDF)	
6.	Certificate of Conformity/ No Deviation	As per <u>Annexure-8. L</u> (PDF)	

e) financial bid shall include the following documents: -

S.No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed
1.		, 0
		by authorized signatory as per
		Annexure-8. F (PDF)
2.	Financial Bid - Format	As per BoQ (.XLS) format available
		on e-Procurement portal

f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-

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submission of the required documents or submission of the documents in a different format/content may lead to the rejections of the Bid submitted by the bidder.

## 5.6 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.

## 5.7 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

## **5.8 Bid Security**

- a) In open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- b) In lieu of bid security, a bid securing declaration shall be taken from the
  - i. Departments/Boards of the State Government or Central Government;
  - ii. Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
  - iii. Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;

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- iv. Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
- v. Bidder in procurement related to Panchayat Samiti Nandishala, Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.
- c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- d) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- e) The bid security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- f) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- g) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- h) The bank guarantee or electronic bank guarantee (e-BG) 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.
- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- j) The Bid security taken from a bidder shall be forfeited in the following cases, namely:
  - i. When the bidder withdraws or modifies its bid after opening of bids.
  - ii. When the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period.

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- iii. When the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified.
- iv. When the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
- v. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- k) 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.
- I) The Bid Security shall promptly be returned after the earliest of the following events, namely:
  - i. The expiry of validity of bid security.
  - li. The execution of agreement for procurement and performance security is furnished by the successful bidder.
  - lii. The cancellation of the procurement process; or
  - iv. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

#### 5.9 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.

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### 5.10 Withdrawal, Substitution, and Modification of Bids

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

## **5.11** 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 authorized representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - I. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - II. bid is valid for the period, specified in the bidding document.
  - III. bid is unconditional and the bidder has agreed to give the required performance security; and
  - IV. other conditions, as specified in the bidding document are fulfilled.
  - V. any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

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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.

#### **5.12** Selection Method:

The selection method is Least Cost Based Selection (LCBS-L1).

#### 5.13 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 in writing.
- 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.

### 5.14 Evaluation & Tabulation of Technical Bids

- a) Determination of Responsiveness
  - I. The bid evaluation committee shall determine the responsiveness of a bid on the basis of biding documents and the provisions of sub-section (2) of section 7.
  - II. A responsive bid is one that meets the requirements of the bidding documents without material deviation, reservation, or omission where: -
    - "deviation" is a departure from the requirements specified in the bidding documents;
    - "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and
    - "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.

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

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- if accepted, shall: (i) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or (ii) 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
- if rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.
- IV. The bid evaluation committee shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- V. The procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, 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 documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.
- VI. For the bids submitted by MSME firms registered in Rajasthan, inspection of the premises of the bidder firm will invariably be done by technical evaluation committee during the technical evaluation of the bids. If any discrepancies found, the bid shall be liable to be rejected during the technical evaluation.
- b) Non-material Non-conformities in Bids
  - I. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
  - II. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
  - III. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) Tabulation of Technical Bids
  - I. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.

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- II. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- III. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- IV. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

#### 5.15 Evaluation & Tabulation of Financial Bids

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

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) Conditional Bids are liable to be rejected;
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
- j) If GST column specified in Financial Bid format, contains Zero or empty value for any of the items listed in the financial bid, the Total Amount would be considered as inclusive of GST.

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#### 5.16 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 sub totals 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.

## 5.17 Price/ purchase preference in evaluation

In case of MSMEs, purchase preference notified by the State Government shall be considered in the evaluation of bids and award of contract.

#### 5.18 Taxes And Duties

- a) The TDS, GST if applicable, shall be deducted at source/paid by RISL as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

## 5.19 Copyright, Source Code and Intellectual Property Rights (IPR)

- a) The copyright/ IPR in all drawings, design documents, source code and other materials
- b) containing data and information furnished to the Purchaser that has been developed/customized by the Selected Bidder for the project herein shall remain vested in the Purchaser, or, if they are furnished to the Purchaser directly or through the Supplier/

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- Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
- c) The selected bidder shall not own any raw data/ intermediate data/ finished product/ customized solution/ initial, source code, intermediate & final reports etc. generated as part of this project. All such data / information should be transferred to RISL/ RSLDC by not keeping any copy of such data/ information with the successful bidder at the time of exiting the project or as desired by Department.
- d) Intellectual Property Rights (IPR) of all the deliverables, including data captured, source code, intermediate data, all information pertaining to customized development of application / software component etc., shall remain with RISL.
- e) The selected bidder shall not keep/ store/ distribute copy of raw as well as developed data at its premises or elsewhere without the knowledge of RISL during and after the completion of the contract period.
- f) The selected bidder shall delete all such copies of data available with them during the closure of the contract and submit an understanding on to RISL in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only on the compliance of same.
- g) Any breach of trust/source code/ IPR during the project may lead to termination of the project and necessary action/ legal proceeding as deemed fit by RISL.

## 5.20 Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to

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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.

## 5.21 Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
  - I. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - II. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - III. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - IV. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
  - V. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - VI. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- 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: -
  - I. communicated to the concerned bidder in writing;
  - II. published on the State Public Procurement Portal, if applicable.

### **5.22** Conflict of Interest

- a) A conflict of interest for bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- b) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to: -
  - I. They have controlling partners in common;

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- II. They receive or have received any direct or indirect subsidy from any of them;
- III. They have the same legal representative for purposes of the bid;
- IV. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- V. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
- VI. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Biding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

## 5.23 Breach of Code of Integrity by the Bidder

Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

## 5.24 Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
  - I. the Bid is technically qualified.
  - II. the price quoted by the bidder is assessed to be reasonable;
  - III. the Bid is unconditional and complete in all respects;
  - IV. there are no obvious indicators of cartelization amongst bidders; and
  - V. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts section.

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- 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.

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

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

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- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LoI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

## 5.26 Information and publication of award

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

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

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

## 5.28 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 except otherwise provided in the bidding documents.
- b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.
- c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under: -
  - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - ii.50% of the value of goods or services of the original contract.

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## **5.29 Performance Security Deposit**

- a) Performance security shall be solicited from all successful bidders except the, -
  - (i) Departments/Boards of the State Government or Central Government;
  - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
  - (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
  - (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
  - (v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.
- b) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small-Scale Industries of Rajasthan, it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms-
  - 1. deposit though eGRAS;
  - 2. Bank Draft or Banker's Cheque of a scheduled bank;
  - 3. National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - 4. Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;
  - 5. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking

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- from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- 6. In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill.
- d) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Additional Performance Security- In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Daft, Banker's Cheque, Government Securities, Bank guarantee or electronic Bank Guarantee (e-BG)
  - Explanation: For the purpose of this rule,- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value. (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity. (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- f) In case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SeMT), Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not require to be taken.
- g) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

## **5.30** Additional Performance Security

In addition to Performance Security as specified above, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Daft, Banker's Cheque, Government Securities or Bank Guarantee.

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For the purpose of this rule-

- a) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder.

## **5.31** Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.
- e) For additional Work Orders placed during the Contract duration, the bidder shall execute a separate agreement for the incremental value and duration. The Bidder shall also submit Performance Security against these work orders.

## **5.32** Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to:
  - i. impede enforcement of any law.
  - ii. affect the security or strategic interests of India.
- iii. affect the intellectual property rights or legitimate commercial interests of bidders.

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- iv. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
- c) The procuring entity may impose on bidders, 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.

## **5.33** 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 -
  - 1. at any time prior to the acceptance of the successful Bid; or
  - 2. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - 1. 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;

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2. 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.

## **5.34** Code of Integrity for Bidders

- (1) Any bidder participating in procurement process shall
  - (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - (b) Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - (c) Not indulge in any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
  - (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
  - (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - (f) Not obstruct any investigation or audit of a procurement process;
  - (g) Disclose conflict of interest, if any; and
  - (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

#### **5.35** Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

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### 5.36 Appeals

- a) Subject to section 4 of RTPP Act, 2012, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved: Provided that after the declaration of a bidder as successful in terms of section 27of RTPP Act, 2012, the appeal may be filed only by a bidder who has participated in procurement proceedings. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- b) If the officer designated under sub-section (1) fails to dispose of the appeal filed under that sub-section within the period specified in subsection (3), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed under sub section (2), the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within fifteen days from the expiry of the 31 period specified in sub-section (3) or of the date of receipt of the order passed under sub-section (2), as the case may be.
- c) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- d) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorized representative.

#### First Appellate Authority

Secretary/ Principal Secretary, IT&C, Govt. of Rajasthan

#### **Second Appellate Authority**

Secretary, Finance (Budget) Department, Govt. of Rajasthan.

- e) Fee for filing appeal
  - (i) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.

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- (ii) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- f) Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

#### 5.37 Risk & Cost Clause

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk & Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by enchasing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may be adjusted against dues payable to supplier by PE against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.

## 5.38 Stay of procurement proceedings

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

## **5.39 Vexatious Appeals & Complaints**

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

### 5.40 Offenses by Firms/ Companies

a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in

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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-
  - 1. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - 2. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

### 5.41 Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
  - 1. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - 2. 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

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- 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.

## **5.42** Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that 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.

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### 6. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT

#### **6.1 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 from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f. "Completion" means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g. "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- h. "Purchaser" means the entity purchasing the Goods and related services, as specified in the bidding document.
- i. "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j. "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k. "Supplier/ Successful or Selected bidder" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- I. "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,

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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.

## **6.2 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.

### 6.3 Language

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

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### **6.4** Joint Venture, Consortium or Association

a) Joint venture, consortium, or association is not allowed in this bid.

## **6.5 Eligible Services**

For purposes of this Clause, the term "services" includes include the services to be delivered by the selected bidder as per scope of work defined in this RFP.

## **6.6 Qualifications / Eligibility of Bidders**

Any bidder participating in the procurement process shall -

- (a) Possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents, pre-qualification documents or bidder registration documents, as the case may be.
- (b) 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.
- (c) 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 commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (d) A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 and the bidding documents. The procuring entity shall take appropriate actions against the bidder in accordance with section 11 and Chapter IV of the Act, if it determines that a conflict of interest has flawed the integrity of any procurement process.
- (e) The bidder has to be a company/proprietor/LLP or partnership firm/ Society/Corporation/ Board etc. registered for this purpose under any Law/Act of Govt. of India/ Govt. of State. Supporting documentary evidence (Certificate of incorporation/ Registration, etc.) need to be enclosed.
- (f) A bidder may be a natural person, private entity, government owned entity or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture:
  - i. all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and
  - ii. a Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.

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- (g) A bidder debarred under section 46 shall not be eligible to participate in any procurement process undertaken by,- (a) any procuring entity, if debarred by the State Government; and (b) a procuring entity if debarred by such procuring entity.
- (h) In case of procurement of goods, bidder must be a manufacturer, distributor or bona-fide dealer in the goods and it shall furnish necessary proof for the same. Where applicable, proof of authorization by the manufacturer or country distributor in India, shall be enclosed.
- (i) Any other eligibility criteria like Experience, Turnover, Profitability, Net worth etc. may be incorporated taking in view the requirement of project or procurement subject.

#### 6.7 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.

## 6.8 Governing Law

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

### 6.9 Scope of Supply

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

### 6.10 Delivery & Installation

- a) Subject to the conditions of the contract, the completion of the services shall be in accordance with the delivery and completion schedule specified in the bidding document.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

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

## 6.11 Supplier's/Selected Bidder's Responsibilities

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

## 6.12 Purchaser's Responsibilities

- a) Whenever the supply of services requires that the Supplier/ Selected Bidder obtain licenses, permits, approvals, etc., the Purchaser shall, if so, required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.
- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

#### **6.13 Contract Price**

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

### 6.14 Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of liquidated damages/ penalties, as applicable. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

## 6.15 Taxes & Duties

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

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

## 6.16 Copyright

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

### **6.17** 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.

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

## 6.18 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.

## 6.19 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to perform/ deliver the 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 delivery of services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in providing/ delivery of services is on account of hindrances beyond the control of the supplier/ selected bidder.
  - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period or is unable to maintain prorate progress in service delivery. This request shall be submitted as soon as a hindrance in delivery of services occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of services after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of services and the period of delay occurred due to that and recommend the competent

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authority on the period of extension which should be granted with or without liquidated damages.

- iii. Normally, extension in delivery period of services in following circumstances may be considered without liquidated damages:
  - When delay has occurred due to delay in providing of information/ data by RISL or other departments as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of services.
- v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of 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 services.
- vi. If RISL is in need of the services 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.
- e) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with liquidated damages, the recovery shall be made on the basis of value of services (up to that milestone) which the supplier/ selected bidder has failed to deliver/ install/ complete:

No.	Condition	LD %
a.	Delay up to one fourth period of the prescribed period of delivery,	2.5 %
	successful installation and completion of work.	
b.	Delay exceeding one fourth but not exceeding half of the prescribed period	5.0 %
	of delivery, successful installation and completion of work.	
C.	Delay exceeding half but not exceeding three fourth of the prescribed	7.5 %
	period of delivery, successful installation and completion of work.	
d.	Delay exceeding three fourth of the prescribed period of delivery,	10.0 %
	successful installation and completion of work.	

f) 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.

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## 6.20 Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- b) the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- c) ii. the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- d) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- e) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- f) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- g) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual

## **6.21** Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

a) Neither party shall be liable to the other party for any indirect or consequential loss or

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- 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.

### **6.22** Force Majeure

- a) The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default and to the extent that its delay in performance or other failure to perform its obligations under the Contract if the result is 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 that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. 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 shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **6.23 Change Orders and Contract Amendments**

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

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#### 6.24 Termination

#### (1) Termination for Default -

The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or for breach of Contract, by Notice of default giving two weeks' time to the Supplier, may terminate the Contract in whole or in part

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 PE; or

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

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

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

If Procuring Entity terminates the contract in whole or in part, amount of PSD may be forfeited. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods, Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

#### (2) Termination for Insolvency

PE 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 PE.

#### (3) Termination for Convenience

The Contract may terminate, 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.

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.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the

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Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

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

## **6.25 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) 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.
- c) 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;

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- 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.

#### d) 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 favor 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.

#### e) 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.

#### f) 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.

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- 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. On request by Procuring entity or its nominated agencies, the selected bidder shall 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.
- g) Training, hand-holding and knowledge transfer
  - i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL in the last 3 months of the project duration.
  - ii. The selected bidder shall hold operational hand-holding sessions on the e-Sanchar 3.0 Application with the designated officers/staff members, so that RISL can continue with the e-Sanchar 3.0 Application even after Selected Bidder exits the project.

### 6.26 Settlement of Disputes

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

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given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.

## **6.27** Verification of Eligibility Documents by RISL:

RISL reserves the right to verify all the statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by the 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 and liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document submitted by the bidder are found to be false, manipulated or forged during verification process, strict action shall be taken

as per RTPP Act 2012.

#### 6.28 Jurisdiction

The jurisdiction in respect of all claims and matters arising under the contract shall be the courts situated in Jaipur, Rajasthan.

#### **6.29 Provision in Conflict**

If a clause or a provision or a term or a condition is in conflict with RTPP Act, 2012 and RTPP Rules, 2013, in this situation, provisions and rules of RTPP Act, 2012 and RTPP Rules, 2013 shall prevail.

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#### 7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

## 7.1 Project Deliverables, Milestones, Payment Terms & Time Schedule

#### 7.1.1 Overview

The milestones, deliverables, and time schedule for the implementation of the project and respective payment criteria would be as follows: -

- a. The time specified for delivery and other activities as mentioned in the table given below shall be deemed to be the essence of the contract and the selected bidder shall provide the required services within the specified period.
- b. It should be noted that any extension/ delay in the delivery period shall attract Liquidated Damages (LD) to the selected bidder as per the details mentioned in subsequent sections of this bidding document.
- c. The formats for all the reports shall be prepared by the Successful bidder and submitted to RISL for approval. The reports submitted by the successful bidder should strictly be in the approved format. The formats of the subject may be revised as per requirements from time to time.

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S. No.	Activity Name	Duration	Deliverables	Payment
				Schedule
1	Design,	9 months	FRS Document	60% of Design,
	Development,		SRS Document	Development,
	Testing, Training,		Database Design	Testing,
	Deployment, Data		Data Migration Document	Training,
	Migration and Go-		Test Cases & Test Results	Deployment,
	Live of Web Portal,		UAT Signoff report	Data Migration
	Web Application and		Go-Live Report	and Go-Live of
	Mobile Application		User Manual (in ISMS 2.0)	Web Portal,
	of ISMS 2.0.		Training videos on ISMS 2.0	Web Application
			YouTube Channel	and Mobile
			Security Audit & VAPT	Application of
			Certificate	ISMS 2.0.
			Source Code of entire	
			software application and	
			components used in ISMS 2.0	
			(In HDD)	
2	Support &	60	On Quarterly basis	■ Cost of FMS
	Maintenance post	months	Updated FRS Document	equally
	go-live of all		Updated Database Design	divided into 20
	modules of ISMS 2.0		Updated Source Code of	Quarters
	application for a		Entire software application	■ 40% cost of
	period of 5 years.		and components Used in ISMS	S.No. 1 equally
			2.0 (In HDD).	divided in
			Enhancements done during	Quarters (1 to
			the Quarter (feature in ISMS	8)
			2.0)	
			Updated User Manual (in ISMS)	
			2.0)	
			Report on Issues and their	
			completion Status Report	
			from Issue Tracker in ISMS 2.0	
			Payment Deduction Report on	
			delay in resolution of issues	
			from Issue Tracker in ISMS 2.0	

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	Security Audit & VAPT	
	Certificate in every alternate	
	quarter	
	Updated training videos on	
	ISMS 2.0 YouTube Channel	

Selected Bidder shall deploy the manpower for development of ISMS 2.0 within seven days from the date of issue of Work Order for ISMS 2.0. The duration of the project shall start from the eighth day of the issue of the Work Order for ISMS 2.0.

### 7.1.2 Project Duration

- 1. The deployment duration for the **ISMS 2.0 project** is as follows:
  - 9 months for Design, Development, Customization, Testing, Training, Deployment, and Go-Live of the web Portal, Web Application and Mobile Application.
  - 5 Years i.e. 60 months of Support & Maintenance for all ISMS 2.0 modules.
- 2. The tenure of project for support and maintenance (FMS) may be extended/ increased on mutually agreed terms for two years, if required.
- 3. It is the responsibility of selected Bidder to scale up the Support and Maintenance team as and when required to ensure smooth project execution throughout the duration.

### 7.1.3 Payments

- a. Payments to the successful/selected bidder shall be made on the services provided by the Selected Agency as per the Scope of Work mentioned under the RFP/ Contract signed between the Selected Agency and the Purchaser.
- b. The payment will be made based on timely submission of deliverables as detailed under:
  - i) The payment to the Selected Agency will be made on a quarterly basis (or as applicable).
  - ii) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed by each deployed resource, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract. The Selected Bidder shall submit the invoice (in hardcopy and scanned format) for payment on a quarterly basis along with the OPE incurred (or as applicable in the department), clearly indicating the payment & expenses that have been accrued in each month per quarter.
  - iii) Any delay in the approval of the deliverable(s) submitted by the Selected Bidder to Department shall not account for the delay on Selected Bidder's part.
  - iv) The requisite payment will be released by the Purchaser upon acceptance of the deliverables and satisfaction with work performed by the Selected Agency. If the deliverables submitted / work performed by the Selected Agency are not acceptable to the Purchaser, payments shall

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not be released to the Selected Agency. This is without prejudicing the Purchaser's right to levy any Penalties based on the Service levels agreed between the Purchaser and the Selected Agency. In such case, the payment will be released to the Selected Agency only after it resubmits the invoices (if required) alongwith deliverable / performs work, and which is accepted by the Purchaser

- v) In case of early termination of the Contract between the Purchaser and the Selected Agency, the payment shall be made to the Selected Agency as mentioned in the RFP.
- vi) The Selected Agency shall provide the details of Personnel provided as per the Time Sheet during the period from last payment till the date of termination. Based on such details, the payment due will be calculated and paid as per the agreed 'Man Month Rate' by Level. The selected bidder shall inform in writing to the purchaser regarding the exit of a resource at least one month in advance and engage the replaced resource in parallel for a period of at least one month for taking proper hand over and knowledge transfer from the exiting resource.
- c. Penalties, if any, for violating the Service Levels will be computed at the end of each payment cycle (quarterly or as applicable). These penalties would be adjusted in the payment due to the Selected Agency in the subsequent quarter.
- d. Due payments shall be made promptly by the purchaser, generally within ninety (90) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- e. Advance Payments will not be made.
- f. The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- g. All remittance charges will be borne by the supplier/ selected bidder.
- h. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- i. Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

## 7.2 Service Level Standards/ Requirements/ Agreement:

### 7.2.1 Purpose & Duration of SLA

The SLA purpose is to enforce a contract between the Selected Bidder and procuring entity. The SLA would come into effect during following:

• Support & Maintenance period of ISMS 2.0 Software solution after Go-live of Software modules. The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines, quality and availability of services. All payments to the Selected Bidder are linked to the compliance with SLA metrics specified in this document.

The Service Level agreements of this project are proposed to be performance based. For purposes of Service Level Agreement, the following terms shall have the meanings set forth below:

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- 1. **Uptime**: "Uptime" shall mean the time period for which the specified services / components with specified technical and service standards are available for applications. The uptime in percentage shall be calculated as follows:
  - Uptime = [1 (Unplanned downtime) / (Total Time Planned Maintenance Time)] \* 100
- 2. Downtime: "Downtime" shall mean the time period for which the specified services / components with specified technical and service standards are not available for the application users, the scheduled outages / planned maintenance time planned in advance for the applications. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security updates, etc. The Selected Bidder will be required to schedule planned maintenance time with prior approval of procuring entity. This will be planned outside working hours. In exceptional circumstances, the procuring entity may allow the Selected Bidder to plan scheduled downtime during the working hours.
- 3. **Incident:** "Incident" refers to any event / abnormalities in the functioning of ISMS 2.0 that may lead to disruption in normal operations.:
- **4. Service Window:** ISMS 2.0 Software solution (Web Portal, Web Application and Mobile Application) shall be available 24\*7 after their respective go-live(s) except approved downtime.
- 5. **Response Time:** "Response Time" shall mean the time the incident is reported and a technical resource is assigned to the call.
- 6. **Resolution Time:** "Resolution Time" shall mean the time taken (after the incident has been reported) in resolving (diagnosing, troubleshooting and fixing) the reported incident.
- 7. Dependencies: The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the Selected Bidder or due to reasons attributable to RISL or third parties, the Selected Bidder would not be penalized. For example, if uptime of a particular equipment/ application is desired and this is due to non-availability of power (which is out of scope of work of the Selected Bidder), then the time period during which a service was unavailable due to non-availability of power would be removed while calculating the uptime.
- **8. Monitoring & Evaluation**: The Selected Bidder shall provide and make use of following system for monitoring and evaluation –

S.No.	Service Levels	Monitoring Systems
1	Down Time of ISMS 2.0 (Web based	Through application available at RSDC
	application & Mobile Application)	
2	Non-Availability of Manpower	Through the Attendance Module in ISMS 2.0
3	Delay in performing software support	Through the Help Desk module of ISMS 2.0
	like uploadcontent/ defect fixing/ minor	
	change request	

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#### 7.3 SLA Review Mechanism:

The competent committee/ members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the Selected Bidder. The review would include but not be limited to: -

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

# 7.4 Penalty Clauses (during O&M phase):

If the selected bidder fails to deliver the required services due to reasons attributable to him like non-accessibility of the web portal/ application, non-availability/ attrition of the technical personnel/ operational manpower, etc. the cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone.

#### i. Penalty for Downtime

SR.	Measurement Parameter	Downtime in a	Penalty
No.		Quarter	
1		>=0 but <2 Hours	No Penalty
	Number of hours ISMS 2.0		
2	Application (Web	>=2 but <8 Hours	1 % of applicable quarterly
	Portal/Application & Mobile		payment for FMS
3	Application) is non-	>=8 but <16 Hours	2 % of applicable quarterly
	functional/non-accessible/non-		payment for FMS
4	available/ non-responsive in each	>=16 but <24 Hours	5 % of applicable quarterly
	case of outage.		payment for FMS
5	(As reported by RSDC)	>=24 but <48 Hours	7.5 % of applicable quarterly
			payment for FMS
6		>=48 Hours	10 % of applicable quarterly
			payment for FMS

The penalty shall be calculated above the permissible downtime hours (downtime for maintenance or any other reasons as approved by RISL)

Prime hours of ISMS 2.0: Since beginning of attendance of morning batches till the last attendance of evening batch for the residential courses.

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Downtime shall be allowed only during the non-prime business hours of RSLDC or due to any other reasons as approved by RISL/RSLDC.

#### ii. Penalty for non-availability of deployed resources/ manpower:

A maximum of 18 leaves per year (4.5 per quarter on prorate basis) shall be allowed for resource deployed. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. In case total number of leaves exceed the maximum allowed leaves, payment shall not be made for the period of unavailability (calculation as per the rates quoted in financial bid) and additional damages shall be levied as per the following:

S.No.	Resource Type	Damages
1.	Business Analyst Cum Project Coordinator	Rs. 3000/- per day of absence
2.	Senior Web Developer	Rs. 4000/- per day of absence
3.	Web Developer	Rs. 3000/- per day of absence
4.	Mobile Application Developer	Rs. 2500/- per day of absence

#### iii. Penalty for attrition of key resources during the project duration:

SI shall make sure that the key personnel involved in the operation and maintenance of the ISMS 2.0 software solution are designated to the project for the entire phase of the project. In case, any key person listed below has to leave the project (3 changes permissible during development and O & M phase), the following penalties shall be applicable:

S.No.	Resource Type	Damages	
1.	Business Analyst Cum Project Coordinator	Rs. 1,00,000/- per attrition	
2.	Senior Web Developer	Rs. 1,50,000/- per attrition	
3.	Web Developer	Rs. 1,20,000/- per attrition	
4.	Mobile Application Developer	Rs. 1,00,000/- per attrition	

### iv. Penalty on Incidents

Penalty for incidents like defect/ bug fixing during FMS 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		<=24 Hours from the time of incident logged at Helpdesk system	Rs 20,000/- per incident per day			

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2	Medium	<=48 Hours from the	Rs 15,000/- per incident per day
		time of incident logged	
		at Helpdesk system	
3		time of incident logged	Rs 10,000/- per incident per day
		at Helpdesk system	

#### **High Level:**

Incidents/requirements/changes 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 toppers or any incident which is affecting a majority of users. Any requirements for compliances of orders issued by Government of Rajasthan. Data mismatch in Dashboard and detailed reports. In case of Data Entry Screens if wrong data is stored in the database. All the issues related to capturing of the attendance in ISMS 2.0 application. Incidents whose resolution require changes in configuration of Webserver or Database Server. Data Center team raises issues like Database Queries are taking too long time. Any other issue marked Critical by OIC ISMS Project, RSLDC in Help Desk Management Software.

#### **Medium Level:**

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. Any requirements for compliances of orders issued by Government of Rajasthan. Response of the WebAPI is slow. Data Center team raises issues like open database connections are more than active users. Any other issue marked Medium Level by OIC ISMS Project, RSLDC in Help Desk Management Software.

#### Low Level:

Incidents like functionality enhancement and/or support for modifications or maintenance of source code, application version enhancement etc. Creation of new fields on the Screen. Design and screen layout related issues. Creation of new columns in the Report. Formatting of the reports. Display order of the Reports. Any requirements for compliances of orders issued by Government of Rajasthan. Any other issue marked Low Level by OIC ISMS Project, RSLDC in Help Desk Management Software.

### **Technical Support and Maintenance Services of ISMS 2.0:**

- a) Technical Helpdesk Support Services (Ticket Management module)
  - i. The Selected Bidder shall make use of the Ticket Management module of the ISMS 2.0

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- application for incident reporting and resolution.
- ii. To view all support requests created in the Ticket Management module along with the detailed view of each incident report.
- iii. To view different types of analysis reports of the incidents reported in the helpdesk system.
- b) The FMS team should be able to perform:
  - i. Handle teething issues of the application end-users.
  - ii. Escalate the problem to designated authority in case of medium and high category of issues / incidents.
  - iii. Report on Issues, their categorization and completion status report from Issue Tracker in ISMS 2.0
    - \*The time period to resolve the incident may be changed as per mutual discussions with RSLDC. OIC RSLDC will record the same in the Issue tracker Software.

The transactional volume of the attendance transactions at various Training Partners (TPs) is given below:

Time Period	Volume of Transactions
9 AM to 10.30 AM	High
12.30 PM to 2.30 PM	Moderate
5 PM to 6.30 PM	High

<sup>\*</sup> Timings may vary for TPs based on their training timings. However, above are generally accepted timings

#### **Key Considerations for SLA:**

- 1. The Selected Bidder will be required to submit Quarterly SLA report to RISL. The Selected Bidder shall prepare and submit service-level performance reports in an agreed format by the 5th working day of each month.
- 2. RISL reserves the right to modify the report format and request different combinations or patterns of service level parameters during the agreement period.
- 3. SLA shall be monitored on a Quarterly basis and penalties shall be calculated on a Quarterly basis.
- 4. During the contract period, selected bidder shall ensure that system performance is not degraded due to insufficient infrastructure provisioning/ supply. In case any additional infrastructure is required to meet performance SLAs then the same needs to be informed to RISL in advance with justifications.
- 5. The payment would be linked to compliance with the SLA metrics as laid down in the RFP.
- 6. Planned downtime shall be excluded from the SLA calculation.

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- 7. Penalty shall not be imposed for any delays due to third-party integrations/departmental approvals.
- 8. In case multiple SLA violations occur due to the same root cause or incident then the SLA that incurs the maximum penalty would be considered for penalty calculation rather than a sum of penalties for the applicable SLA violations
- 9. The selected bidder will not be paid by RISL for the duration for which the services were not available excluding the planned downtime.
- 10. Maximum penalty per quarter will be as per actuals as per the SLA.
- 11. If the penalties exceed more than 10% of the quarterly Invoice in three consecutive quarters, a notice for termination may be issued to the Selected Bidder.
- 12. The Purchaser also reserves the right to invoke the Performance Security furnished by the Selected Agency at the time of signing the Contract with the Purchaser, if for any reason stated in the Contract document, the Contract of the Selected Agency is terminated.
- 13. All the reports submitted as part of deliverables should be signed by OIC/Nodal officer. Penalty and LD, if any shall be deducted from the due payments.
- 14. The payment of the last quarter shall be released only when the Exit Management Plan has been successfully executed to the by the bidder as per satisfaction of the RISL "Annexure-8. Q". An undertaking to this regard is to be submitted
- 15. There shall not be any payment for the non-availability of the services during contract period as applicable for manpower, solution, etc. This shall be deducted as per the proposed schedule of rates (pro-rata basis to Lump-Sum cost). This deduction of non-availability of services shall be over and above the SLA penalties.

#### 7.5 Quality of Services

- 1. In case negative feedback is received repeatedly verbally or in writing against any of the resources deployed, the purchaser may issue written notice to the selected bidder for a suitable replacement.
- 2. In case of failure to meet the standards of the bidder, (which includes efficiency, cooperation, discipline and performance), the bidder on their own discretion may decide to replace the specific resource and provide a suitable replacement.
- 3. The selected agency shall be responsible to replace the resource(s) (of equivalent qualifications or above) within 7 days, unless otherwise applicable LD will be imposed as per RFP.
- 4. The outgoing resource would complete the knowledge transfer (in 7 days) with the replaced resource as per the satisfaction of the purchaser (RISL)

# 7.6 Change Requests/ Management

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- a) An institutional mechanism will be set up for taking decisions regarding requests for changes submitted in the executive committee. The executive Committee will set up a Change Control Committee with members from RISL, RSLDC and the Bidder. If it is unable to reach an agreement, the decision of the executive Committee will be final.
- b) RISL may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
  - Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
- c) The change request/ management procedure will follow the following steps: -
  - Identification and documentation of the need for the change The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL.
  - Analysis and evaluation of the Change Request Impact of the change in terms of the
    estimated effort, changed schedule, cost and the items impacted will be analysed and
    documented by the bidder.
  - Approval or disapproval of the change request RISL will approve or disapprove the change requested including the additional payments for software development. Quoted man-month rate shall be used for cost estimation. Efforts of all technical resources shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used.
  - Implementation of the change The change will be implemented in accordance to the agreed cost, effort, and schedule (agreed by RISL & RSLDC) by the Bidder.
  - The Selected Bidder shall deploy all approved change requests of ISMS 2.0 on the staging environment before deploying to the production environment.
  - Verification of the change The change will be verified by RSLDC on implementation of the change request. Only the verified changes shall be pushed to the production environment.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by Bidder only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.
- e) While approving any change request, if required, RISL may ask the bidder to deploy the required resources either at RISL/RSLDC or Bidder's local office.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must

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- be asserted within 30 (thirty) days from the date of Bidder receiving RISL change order which shall not be unreasonably withheld or delayed.
- g) In case bidder is not agreeing in time/cost/ conditions RISL may ask any other party through open tender or the RISL empanelled vendors to carry out the operations. In such a case, the Bidder shall be liable to share the source code and provide knowledge transfer to the selected vendor for executing the change request.
- h) The select bidder shall ensure that deployed manpower for O&M shall be liable for all the changes including all UI/UX, application changes in software, mobile application, development of new or existing modules, any type of changes in the process shall be part of O&M tasks for the contractual periods. Any change request shall be awarded only for architectural changes for application and database (Addition of New Table Structure) subject to approval from the executive committee. Without architectural/database changes, no changes shall be considered as change request.

#### 7.7 Local Office

As per the condition in the covering letter of the bid submission format, selected bidder has to establish a local office in Jaipur. Selected bidder has to make provision of sitting space of required manpower during development and O&M (FMS) phase for the resources. The selected bidder shall deploy the resources within seven days from the date of issuance of Work Order and resources shall carry the development task from the local office of the Bidder until RISL asks for a change of seating location of the resources. Selected bidder has to also make a provision in case team shall sit at its own local office than the team members can be asked any time to visit RISL/BSDC at its own cost and without any delay.

During the development phase, Project Manager & Business Analyst cum Project Coordinator shall be posted in Jaipur Office of the Bidder and during the FMS Period, the FMS team of 4 (Four) resources shall be posted in Jaipur Office of the Bidder.

Bidder shall ensure a system in place to review daily work of all the resources deployed on the project during the entire project period.

However, sitting of the team members shall be solely at the discretion of the designated authority direction that team shall sit at RISL provisioned space or at the local office of the selected vendor.

## 7.8 DPDP (Digital Personal Data Protection)

The Selected Bidder shall ensure compliance to the Digital Personal Data Protection Act, 2023 by GoI for preventing personal data breach and protecting data. The selected Bidder to maintain detailed records of all data processing activities.

In case of any data breach of the data principal (citizen/trainer), where the data fiduciary(purchaser) is subjected to financial penalties due to the negligence or omission of the data processor (selected bidder) as per the Act.

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# Final RFP for Design, Development, Implementation & Maintenance of ISMS 2.0

Non-compliance with the DPDP Act, as outlined in the legislation has potential penalties and other Consequences. The penalties shall be recovered from the selected Bidder due to inadequate data handling leading to data breach.

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#### 8. ANNEXURES:

#### A. Cover Letter of The Bid

To

The Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).

**Subject:** Selection of Agencies (Empanelment and Rate Contract) for Providing IT/ITes/Software Development Services for Government of Rajasthan

R <sub>□</sub> f·	Request	for Proposal	(RED)	Motification	hatch	No
neı.	neuuesi	iui riubusai	INFF	Mounication	uateu	INO

Dear Sir,

- 1) Having examined the Tender, we, the undersigned, offer to propose for providing our bid for empanelment and rate contract for engagement of IT/ITes/Software Development services for Government of Rajasthan, in full conformity with the Letter of requirement.
- 2) We have read the provisions & confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
- 3) We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification
- 4) We understand you are not bound to accept any proposal you receive.
- 5) Our correspondence details with regards to this Tender are:

S. No.	Information	Details
1	Name of Bidder	
2	Address of Bidder	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this Tender	
4	Telephone no. of contact person:	
5	Mobile no. of contact person:	
6	Fax no. of contact person:	
7	E-mail address of contact person:	

We hereby declare that our Bid response is made in good faith and the information contained

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is true and correct to the best of our knowledge and belief.

Sincerely,

[BIDDER'S NAME]

Name

Title

Signature

Date

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Е	3. Pre-Bid	Queries F	ormat					
			{to be fi	lled by	the bidder}			
Ν	lame of the	Company/	'Firm:					-
В	idding Doc	ument Fee	Receipt No		Dated	for	Rs/-	
Ν	lame of Pei	rson(s) Rep	resenting the Com	pany/	<sup>'</sup> Firm:			
	Name o	f	Designation		Email-ID(s)		Tel. Nos. & Fax	
	Person						Nos.	
•								
	C/1	:: Causta						
, [	Company/F				F: 1 ID/s)		Tal Nac O Face	
	Contact		Address for		Email-ID(s)		Tel. Nos. & Fax	
	Person(	s)	Correspondence			Nos.		
(	Query / Cla	rification S	ought:					
	S. No.	RFP Page	RFP Rule		Rule Details	Q	uery / Suggestion /	
		No.	No.				Clarification	
ľ								

<u>Note</u>: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/ .PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

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Addressed To:				
Name of the Tendering	Managing	Director		
Authority	RajCOMP	Info Services Limi	ted (RISL)	
Address	First Floor,	Yojana Bhawan, <sup>-</sup>	Tilak Marg, C-So	cheme, Jaipur-
	302005, R	ajasthan		
Telephone	0141-2922	2304, 2928217		
Fax				
Details of Firm				
Name of Firm				
Name of Contact Person with				
designation				
Registered Office Address				
Address of the Firm				
ear of Establishment				
Type of Firm, Put Tick () mark	Public Limited	Public Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address / Website	Email:		Website:	
Fax. No.				
Mobile Number	Mobile:			
Certification / Accreditation /				
Affiliation, if any				
<ul> <li>Certification / Accreditation /</li> <li>Affiliation, if any</li> <li>The requisite tender fee a deposited vide receipt no.</li> <li>The requisite RISL proces</li> </ul>	sing fee ar	date	ed/- (Ru	_· lpees <in td="" words<=""></in>
been deposited vide receipt				
<ul> <li>The requisite EMD amount deposited vide Banker's Che</li> </ul>				
<ul> <li>We agree to abide by all the Tendering Authority and also sheets (all the pages of whomas in the pages)</li> </ul>	so the furth	er conditions of t	the said notice	given in the attac

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mentioned therein along with stamp of the firm).

Date:	
Name & Seal of the firm:	
Authorized Signatory:	

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# D. Bidder's Authorization Certificate

{to be filled by the bidder}
То,
Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, Tilak Marg,
C-Scheme, Jaipur (Rajasthan)
[Reference No Dated]
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:
Authorized Signatory: -
Seal of the Organization: -
Date: Place:
the contract of the contract o

Please attach the board resolution / valid power of attorney in favor of person signing this authorizing letter.

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### E. Self-Declaration

E. Sell-Declaration		
{To be filled by the bidder}		
То,		
Managing Director,		
RajCOMP Info Services Limited (RISL),		
First Floor, Yojana Bhawan, Tilak Marg,		
C-Scheme, Jaipur (Rajasthan)		
In response to the NIB Ref. No	dated	for
<pre>{Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of _</pre>		_, I/ We
hereby declare that presently our Company / firm	, at the time of bidding,	,: -
a) possess the necessary professional, technical, financia	l and managerial resou	rces and
competence required by the Bidding Document issued by t	he Procuring Entity;	
o) have fulfilled my/ our obligation to pay such of the tax	es 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 in	aligible for corrupt & fr	naluhuc:

- 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 Govt. entity in India during the last three years
- e) does not have any debarment by any other Govt. procuring entity in India at the time of bid submission
- 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 debar
- 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.

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.

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# Final RFP for Design, Development, Implementation & Maintenance of ISMS 2.0

i nanking you,	
Name of Bidder: -	
Authorized Signatory: -	
Date:	
Place:	

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# F. Financial Bid Cover Letter & Format

Designation:

(To be filled by the bidder in BoQ (.XLS file) on eProc website with a cover letter on his Letter head)

COVER LETTER
To,
Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, Tilak Marg,
C-Scheme, Jaipur (Rajasthan)
[Reference 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/ services as
mentioned in the Scope of the work, Bill of Material, Service Level Standards & in conformity with the
said bidding document for the same.
I / We undertake that the prices are in conformity with the services prescribed. The quote/ price is
inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of
govt. taxes/duties as mentioned in the financial bid (BoQ).
I / We undertake, if our bid is accepted, to deliver the services in accordance with the delivery $\ensuremath{I}$
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 ofdays 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:
Seal of the organization:
Name:

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### F.1 Financial Bid Format (To be entered in eProcurement Portal only)

This is an indicative format. The financial bid format available in the eProcurement portal will be considered as the final format.

S. No.	Item Description	Qty	Unit	Unit Rate including all incidental charges, taxes, levies and duties but excluding GST (in INR)	GST for unit rate (In INR)	Unit Rate inclusive of GST (in INR)	Total Amount including all taxes (in INR)
Α	В	С	D	E	F	G=(E+F)	H=C*G
1. ISM	S 2.0: Design, Development	, Testing,	Training, De	eployment, Dat	a Migration	, Go-Live of V	Veb Portal,
Web A	pplication and Mobile Applic	ation of IS	SMS 2.0. ( <b>Ti</b> r	ne Period: 9 m	onths)		
1.1	Total Cost of ISMS 2.0	1	Lump sum				
-	pport and Maintenance fo es of ISMS 2.0 for (Time Peri			• •	Maintenar	nce post go-li	ve of all
2.1	Business Analyst cum	1	Per Man				
	project coordinator		Month				
2.2	Senior Web Developer	1	Per Man				
			Month				
2.3	Web Developer	1	Per Man				
			Month				
2.4	Mobile App Developer	1	Per Man				
			Month				
TOT	AL COST INCLUDING ALL TA	XES (IN FI	GURES) (ITE	MS 1 TO 2)			
TOTA	AL COST INCLUDING ALL TA	XES (IN W	/ORDS) (ITE	MS 1 TO 2)			

#### Note:

- 1) Taxes shall be paid as applicable
- 2) The bidder is required to provide costs for all line items mentioned in the BOQ. If costs have not been provided for any line item, the financial bid will not be considered as valid.
- 3) Cost of any additional tools required to prove the functionality as per FRS & Scope of Work is to be included in item no. 1 and not separately. No Additional cost will be claimed by the bidder.
- 4) The L1 bidder shall be evaluated based on the composite rate of all the values of the items (Column H) listed under Serial No. 1, 2 of the above Financial BoQ.

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#### **G. 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 Nationalized/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

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

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

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.

- 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

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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

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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 Nationalized 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:

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### 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 Nationalized/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,
The Managing Director,

	RajCOMP Info Services Limited (RISL),											
	First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).											
1.	In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to											
	exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under											
	the terms and conditions of an Agreement Nodated made between t											
RISL through and (Contractor) for the work (hereinafter call												
	"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											
	Rsonly), we (indicate the name of the Bank),											
	(hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby											
	undertake to pay to the RISL an amount not exceeding											
	Rsonly) on demand.											
2.	We (Indicate the name of Bank), do hereby undertake to pay Rs											
	(Rupeesonly), the amounts due and payable under this guarantee without any demur or											
	delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall											
	be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank											
	Guarantee shall be completely at the disposal of the RISL and We (Indicate the name of Bank),											
	bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our											
	liability under this guarantee shall be restricted to an amount not exceeding Rs											
	(Rupees. only).											
3.	We (indicate the name of Bank), undertake to pay to the RISL any money so											
	demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or											
	proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability											
	under these presents being absolute, unequivocal and unconditional.											
4.	We(indicate the name of Bank) further agree that the performance guarantee herein											
	contained shall remain in full force and effective up to <date> and that it shall continue to be</date>											
	enforceable for above specified period till all the dues of RISL under or by virtue of the said											

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

said Contractor(s) and accordingly discharges this guarantee.

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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

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	lc	lay o	f Fo	or and	on	behal	f of	the ·	<ban< th=""><th>k&gt; (</th><th>(ind</th><th>icate</th><th>the I</th><th>Bank</th><th>()</th></ban<>	k> (	(ind	icate	the I	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)

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#### **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.

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# H. Draft Agreement Format

This Contract is made and entered into on this _d	ay of, 2025 by and	between <u>RajCOMP</u>
Info Services Limited (RISL), having its head office Scheme, Jaipur- 302005, Rajasthan (herein after	ce at <u>First Floor, Yojana Bha</u> v	wan, Tilak Marg, C-
expression, unless excluded by or repugnant		-
successors in office and assignees on ONE PART	to the subject of context	, shall include his
successors in office and assignees on ONE PANT		
And		
M/s, a company registered u	ınder the Indian Companie	s Act, 1956 with its
registered office at(herein after refe	rred as the "Successful Bidd	er/ Supplier") which
term or expression, unless excluded by or repug	gnant to the subject or cont	ext, shall include his
successors in office and assignees on the OTHER	PART.	
Whereas,		
Purchaser is desirous of appointing an agency f	or <project title=""> as per the</project>	Scope of Work and
Terms and Conditions as set forth in the RFP doc	ument dated	of <nib no<="" td=""></nib>
	>.	
And whereas		
M/srepresents that it has the neces	ssary experience for carrying	out the overall work
as referred to herein and has submitted a bid	and subsequent clarification	ns for providing the
required services against said NIB and RFP docun	nent issued in this regard, in	accordance with the
terms and conditions set forth herein and any o	other reasonable requiremen	nts of the Purchaser
from time to time.		
And whereas		
Purchaser has accepted the bid of supplier	and has placed the Wer	k Ordar vida Lattar
No.	•	
which supplier has given their acceptance vide	e their Letter No	dated
And whereas		·
The supplier has deposited a sum of Rs.		) in the form
of	ref no	datedof
	Bank and valid up to	as security
deposit for the due performance of the contract.		

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This agreement is being executed on behalf of M/s (Concerned Department)	, to procure
defined goods and services, RISL is acting merely as a Pure Agent who neither inter	nds to hold or
holds any title to the goods and services being procured or provided. So all the good	s and services
are required to be delivered in the name of M/s (Concerned Department)	along with
invoices of supplied items/ services, although payment will be made by RISL on b	pehalf of said
department/ company.	

	. •							
1.	The NIB Ref. No	da	ited		and	RFP	docum	ent
	datedissued by RISL along with its enc	losures/ a	nnexures	, whereve	er appl	icable,	are deen	ned
	to be taken as part of this contract and are l	binding on	both the	parties e	executi	ng this	contract	
2.	In consideration of the payment to be made	e by RISL t	o supplie	r at the ra	ates se	t forth	in the w	ork
	order nodated	_will duly	supply	the said	d arti	cles se	t forth	in
	"Annexure-8. J: Resource Requirement" the	ereof and	provide r	related se	ervices	in the	manner	set
	forth in the RFP, along with its enclosures/	annexure	s and Ted	chnical Bi	d alon	g with	subsequ	ent

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

clarifications submitted by supplier.

- 3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related ervices in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
- 4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be affected from the date of work order i.e. \_\_ and \_\_ completed \_\_ by supplier within the period as specified in the RFP document.
- 5. In case of extension in the service delivery period, the recovery shall be made as defined in-Service Level standards/Requirements/Agreement at the recovery shall be made on the basis of following percentages of value of items/goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete:

S.	Condition	LD%*
N		
0.		
a.	Delay up to one fourth period of the prescribed period of	2.5%
	delivery, successful installation, and completion of work	
b.	Delay exceeding one fourth but not exceeding half of the	5.0%
	prescribedperiod of delivery, successful installation, and	
	completion of work	
C.	Delay exceeding half but not exceeding three fourth of the	7.5%
	prescribedperiod of delivery, successful installation, and	

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	completion of work	
d.	Delay exceeding three fourth of the prescribed period of	10%
	delivery, successful installation, and completion of work	

#### Note:

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

Signed By:	Signed By:
Designation:	(Authorized Signatory)
Company:	RISL
In the presence of:	In the presence of:
Designation: Company:	Designation: RISL
Designation:	Designation:
Company:	RISL

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[Reference No	Dated
Project Name:	Value of Contract/Work Order (In INR):
Country:	Project Duration:
ocation within country:	
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with	Approx. value of the services provided by your company und
address, phone, fax and	the contract (in INR):
e-mail:	
Start date (month/year):	
completion date (month/y	/ear):
Name of associated Bidder	rs, if any:
Name of associated Bidder	rs, if any:
Name of associated Bidder	rs, if any:
Name of associated Bidder	rs, if any:
Name of associated Bidder	rs, if any:
Name of associated Bidder	rs, if any:
Name of associated Bidder	rs, if any:
Completion date (month/y Name of associated Bidder Narrative description of Pr Scope of work (including the	rs, if any:
Name of associated Bidder Narrative description of Pr Scope of work (including the	rs, if any:
Name of associated Bidder Narrative description of Pr Scope of work (including the	rs, if any: roject: he details of modules implemented if applicable)

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Seal of the Organization

Name:

Designation:

# J. Expected Qualification, Experience and Number of Resources

S. No.	Role	Development	O&M	Expected Qualification and Experience
		Phase	Phase	
		Resources	Resources	
1.	Project Manager	1		<ul> <li>B.E/ B. Tech/ MCA/ M. Tech with at least 8 years of post- qualification relevant work experience in project management, design and development of customized IT applications, preferably in government.</li> <li>Experience in design, development, SDLC documentation, management of project &amp; development team in the capacity of Project Manager and capability to work aggressively to meet the project timelines.</li> <li>Must have good inter-personal communication skills, advanced analytical and problem-solving skills and project management skills. Proficiency in Hindi and English language.</li> </ul>
2.	Business Analyst cum Project Coordinator	1	1	<ul> <li>B. E/ B. Tech/ MCA/ M.Tech /MBA with at least 4 years of post-qualification relevant work experience in gathering of user requirements, system requirements and design, develop and prepare SRS/ FRS as Business Analyst, preferably in government.</li> <li>Must have good inter-personal communication skills and documentation &amp; presentation skills and advanced analytical and problem-solving skills, ability to work in team. Proficiency in Hindi and English language.</li> <li>Should be able to communicate the user requirements and system requirements to the project team and stake-holders.</li> </ul>

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3.	Senior Web Developer	4	1	<ul> <li>B. E/ B. Tech/ MCA/ M. Tech with at least 8 years of post-qualification and relevant work experience in software development as software developer, preferably in government.</li> <li>Must have good inter-personal</li> </ul>
				communication skills, documentation & presentation skills and advanced analytical and problem-solving skills, ability to work in team. Proficiency in Hindi and English language.  • Should be able to perform design, development, testing, API integration.
4.	Web Developer	4	1	<ul> <li>B. E/ B. Tech/ MCA/ M. Tech with at least         4 years of post-qualification and relevant work experience in software development as software developer, preferably in government.     </li> <li>Must have good inter-personal communication skills and documentation &amp; presentation skills and advanced analytical and problem-solving skills, ability to work in team. Proficiency in Hindi and English language.</li> <li>Should be able to perform design, development, testing, API integration.</li> </ul>
5.	Mobile Application Developer	3	1	<ul> <li>B. E/ B. Tech/ MCA/ M. Tech with at least         3 years of post-qualification and relevant work experience in mobile application development as mobile app developer, preferably in government.     </li> <li>Must have good inter-personal communication skills and documentation &amp; presentation skills and advanced analytical and problem-solving skills, ability to work in team. Proficiency in Hindi and English language.</li> <li>Should be able to perform design,</li> </ul>

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				development, testing, API integration, management of version controls (Anroid/iOS) and should have knowledge of mobile app security and optimization techniques for performance of mobile apps.
6.	Senior Database Administrator	1	-	<ul> <li>B. E/ B. Tech/ MCA/ M. Tech with at least 6 years of post-qualification and relevant work experience in database management as database administrator, preferably in government.</li> <li>Must have good inter-personal communication skills and documentation &amp; presentation skills and advanced analytical and problem-solving skills, ability to work in team. Should be able to perform data migration, data management, database backup/ restore/ configuration, CRUD operations and ACID properties etc and should have knowledge of database security and optimization techniques for performance of queries.</li> </ul>
7.	UI / UX Designer	1	-	<ul> <li>B. E/ B. Tech/ MCA/ M. Tech with at least         2 years of post-qualification and relevant work experience in UI/ UX designing as UI/ UX designer, preferably in government.     </li> <li>Must have good inter-personal communication skills and documentation &amp; presentation skills, ability to work in team. Proficiency in Hindi and English language.</li> <li>Should be able to perform and mange UI/ UX design and, develop the simplified and user-friendly interface for ease-of operations.</li> </ul>
8.	Senior QA	2	-	B. E/ B. Tech/ MCA/ M. Tech with at least

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(Application	5 years of post-qualification and
Tester)	relevant work experience in software
	application testing as software tester or
	functional & performance tester,
	preferably in government.
	<ul> <li>Must have good inter-personal</li> </ul>
	communication skills and documentation
	& presentation skills and advanced
	analytical and problem-solving skills,
	ability to work in team. Proficiency in
	Hindi and English language.
	<ul> <li>Should be able to perform software</li> </ul>
	testing such as unit testing, integration
	testing, debugging techniques etc and
	should have knowledge of application
	security.

<sup>\*\*</sup>Experience of the resources should be in the technology for development as per Project Plan

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# K. Format for CVs Of Key Profiles

1. `	Proposed Position				
2.	Name of Firm:				
3.	Name of Staff:				
4.	Date of Birth				
5.	Total Experience:				
6.	Mobile:				
7.	Email:				
8. Ed	ucation				
Nam	e of Institution	Degree(s) or D	iploma(s) obt	ained:	Date
9.	Membership in Profes	sional Association	ons /Societies		
10.	Summary of Key Train	ings			
11.	Countries of Work Exp	erience:			
India	/ Other				
	Languages Proficiency				
12.	Languages i Tonciency				
	uage	Read		Write	Speak
Lang	uage			Write	Speak
Lang	uage			Write	Speak
Lang	uage	Read	ears)	Write	Speak
Lang Engli Hind	uage ish i (Native)	Read	ears) Employer	Write	Speak Positions Held
Lang Engli Hind	uage ish i (Native) Employment Record: (	Read Overally	1	Write	
Lang Engli Hind 13.	uage ish i (Native) Employment Record: (	Read Overally	1	Write	
Lang Engli Hind 13.	uage ish i (Native) Employment Record: (	Read Overally	Employer		Positions Held
Lang Engli Hind 13.	uage ish i (Native) Employment Record: ( From	Read Overally	Employer		Positions Held
Lang Engli Hind 13.	uage ish i (Native) Employment Record: ( From	Read Overall y To	Employer		Positions Held
Lang Engli Hind 13.	uage ish i (Native) Employment Record: ( From Highlights of the Assig	Read Overall y To	Employer		Positions Held
Lang Engli Hind 13.	uage ish i (Native) Employment Record: ( From  Highlights of the Assig	Read Overall y To	Employer		Positions Held
Lang Engli Hind 13.	tuage ish i (Native) Employment Record: ( From  Highlights of the Assig Name of Assignment of Year:	Read Overall y To	Employer		Positions Held
Lang Engli Hind 13.	uage ish i (Native) Employment Record: ( From  Highlights of the Assig  Name of Assignment of Year: Location:	Read Overally To nments handled or Project	Employer		Positions Held
Lang Engli Hind 13.	uage ish i (Native) Employment Record: ( From  Highlights of the Assig  Name of Assignment of Year: Location: Client:	Read Overally To nments handled or Project	Employer		Positions Held

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# Final RFP for Design, Development, Implementation & Maintenance of ISMS 2.0

15.	Certification	
	I, the undersigned, certify that to the k	pest of my knowledge and belief, this CV correctly
	describes myself, my qualifications, an	d my experience. I understand that any wilful
	misstatement described herein may le	ad to my disqualification or dismissal, if engaged.
	<name applicant="" of=""></name>	Month YYYY
	(Signature of staff Member or authorize	zed representative of the staff)

Sign & Seal of HR

**Signature of Employee** 

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# L. Certificate of Conformity/ No Deviation

{To be filled by the bidder}

To,	
Managing Director,	
RajCOMP Info Services Limited (RISL),	
First Floor, Yojana Bhawan, Tilak Marg,	
C-Scheme, Jaipur (Rajasthan)	
[Reference No Dated	]
	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 chapter 4 of RFP, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,
Name of the Bidder: -
Authorized Signatory:
Seal of the Organization:
Date:
Place:

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# M. Technical Proposal

This section shall present bidders' proposed solution meeting technical and functional requirements outlined in this RFP document. Bidders are required to present sound, complete, and competent technical and functional architecture solution and are expected to address the various technical / functional parameters mentioned in this RFP document in their proposed solution. The section shall also include the Bill of Materials (BOM) for all the software components, products and tools that are proposed for the application development, testing, deployment and maintenance. The solution description shall minimally include the following

- a) Bidder's understanding of the requirements as stated in the RFP. Compliance to all the **frtori** requirements as specified in the RFP.
- b) Detailed Solution design: Shall be presented in the following format
  - Project Governance and reporting structure
  - Development approach, methodology and plan
  - Application Integration Strategy and plan
  - Testing approach, methodology and plan
  - Training and Change management approach, methodology and plan including Training schedule, content and handouts, trainer's profile, batch size and infrastructure plan
  - User Adoption Strategy
  - Details of Deliverables along with timelines
  - Detailed Work plan and Staffing Plan

The Bidder shall provide a detailed project plan with timelines, resource allocation, milestones etc. in Microsoft Project/Excel format for carrying out the scope of work activities.

The project plan shall clearly indicate the deliverables at each milestone in the project and staffing deployment of all resources.

#### Work plan:

No	Activity/Deliverable										
		1	2	3	4	5	6	7	8	9	N
1											
2											
n											

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# **Staffing Plan:**

No	Name	Staff Inpu	Total	Key	
	of Staff			Staff Man	Responsi
				Month	bilities
				Proposed	/Tasks
1		2 3 4 5	6 7 8 9 n		
2					
3					
4					
n					

# **Team Composition and Task Assignments**

The Bidder shall provide the summary table of details of the manpower that will be deployed on this project in following format along with detailed CVs of key personnel in formatprovided in <u>Annexure-8. K</u> ("Detailed CV format for proposed staff").

Resource	Proposed	Qualificatio	Experience	Name	Area of	Position	Task
Category	number of	n			expertise	Assigned	Assigned
	staffs						

ח	2tc	٠.

Authorized

Signatory: Seal

of the

Organization:

Name:

Designation:

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# N. Certificate for Prior Registration for Public Procurement To. {Procuring entity}.

\*Please strikeout which is not applicable

To, (Frocuring entity),
<i>_</i>
Reference: NIB Nodated_(Unique Bid No.:)
I {Name/ Designation} have read the Rule 13 of the Rajasthan Transparency in Public Procurement
(RTPP) Rules, 2013 and Government of Rajasthan Notification No. F.2(1) FD/G&T-SPFC/2017 dated
01.01.2021,15.01.2021 and 30.03.2021 regarding prior registration with Industries department for
bidders with beneficial ownership from countries sharing land border with India, for participation in
any public procurement in the State.
I certify that this bidder/OEM {Name and address of the bidder} is not from such a country which
shares land border with India or with beneficial ownership from such country.
OR
I certify that this bidder/OEM {Name and address of the bidder} from such a country which shares
land border with India or with beneficial ownership from such country has been registered with the
Competent Authority. Evidence of valid registration by the Competent Authority has been attached
herewith.
I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be
considered.
Thanking you,
Name of the Bidder: -
Authorized Signatory:
Seal of the Organization: -
Date:
Place:

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# O. Memorandum of Appeal Under the RTPP Act, 2012

Appeal Noof
Before the(First/ Second Appellate Authority)
1. Particulars of appellant:
a. Name of the appellant:
b. Official address, if any:
c. Residential address:
2. Name and address of the respondent(s):
a. <please specify=""></please>
b. <please specify=""></please>
c. <please specify=""></please>
3. Number and date of the order appealed against and name and designation of the $\ensuremath{\mathbf{I}}$
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=""></please>
4. If the Appellant proposes to be represented by a representative, the name and
postal address of the representative: <please specify=""></please>
5. Number of affidavits and documents enclosed with the appeal: <please specify=""></please>
6. Grounds of appeal (supported by an affidavit): <please specify=""></please>
7. Prayer: <please specify=""></please>
Place
Date
Appellant's Signature

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# P. General Features of Web Based Application

The general features of the web portal are as below:

- (1) The Bidder will use industry standard methodology for Software Engineering, covering the entire SDLC (Software Development Life Cycle).
- (2) **Web Based:** The ISMS 2.0 application will be a web-based application.
- (3) **Browser Independent:** The application software should be web enabled so that the same can be accessed by applicants from anywhere, anytime. The software should be compatible with all popularly used browsers.
- (4) Audit Trail: The application software should provide for proper audit trail for any change made in the data. The software should be capable to store IP addresses, dateand time stamp and other identities (including biometric and/or digital signatures) of the applicant entering online data and IP address and user code, date & time stamp of user creating application rules, editing any rules, editing master data, etc. The systemshould maintain proper logs of any changes made in the data. All deleted and edited records should be traceable and copy of all editions/ deletions should be available withMIS reporting of the same.
- (5) **Validation Checks:** The application software should incorporate proper validation checks so that garbage data is not entered in the database. The validation checks should be able to minimize data entry mistakes.
- (6) **Security:** The application should be designed and developed by incorporating security features as per the best industry practices. To maintain information security at transaction level, application should support HTTPS. The website should be SSL enabled so as to enable integration with payment gateway of various banks. The specific elements of the application should be provided access to authorized personnel. Wherever required the data should be encrypted. The bidder shall, to the extent relevant and possible, be guided by the standard information systems security policies and guidelines or suitable Industry standards. Appropriate access and authorization controls should be incorporated into the software. The biddershould also provide configurable User and Role-based security for the Menu Options of the application. Individual user will be protected with access rights. Individual usersshould not be able to access data of other users

The Application must have integrated security/ monitoring features with the thing

- Definition of Roles and Users
- Define role-wise add/edit/view/delete rights for each entry form/report in all modules
- Digital time and user stamping of each transaction
- (7) **Transaction Accuracy & Consistency:** The application software should ensure accuracy and consistency of data in database and reports. The transaction accuracy would be measured from the number of reported errors vis-à-vis number of transactions. The transaction data should meet ACID property. The software

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- (8) should maintain 100% data accuracy and consistency.
- (9) **Bilingual User Interface:** The application software should have a user-friendly interface. Web portal/application & mobile application should support Unicode standard based Bi-lingual versions for user interface (student registration). The users should see the labels and captions on selected language, the System Integrator must translate, at its own, the equivalent State specificlocal language Captions for the English version (without altering the meaning) of the Web Portal and the same must be submitted to RISL for approval before implementation/uploading or vice-versa.
- (10) **Safe to Host Certificate**: Bidder will be responsible for safe to host and VAPT for ISMS 2.0 Web portal for entire project duration.
- (11) **Digital Signature:** The software should facilitate digital signing of data by verifier on data entered by end-user.
- (12) Adherence to Guidelines: The web enabled application software should comply with the guidelines issued by DoIT&C, Govt. of Rajasthan for development of websites & portals available at <a href="https://doitc.rajasthan.gov.in">https://doitc.rajasthan.gov.in</a> and Guidelines for Indian Government Websites (GIGW) issued by Department of Information Technology (DIT), Government of India (GoI) & available at <a href="https://doitc.rajasthan.gov.in">https://doitc.rajasthan.gov.in</a>. The Bidder will be responsible for the development of dynamic content and feature rich Web portal for the state government.
- (13) **Version Control & Archiving**: The Bidder would be required to provide version control and archiving facility as strict version control is necessary for legal accountability, backup. A simple but powerful interface must be provided for these features viz. date-based snapshots, version comparing etc. Check in and checkout ability is therefore an essential component of content management. Versioning should also allow contributors to know whether they are working with the latest version and allow them to merge changes made in separate versions when needed. Patches should be madeavailable to the enrolment agencies on the software as and when any bugs or otherwise requirement is felt. Proper version of patches should also be maintained by the team of Bidder.
- (14) **Interoperability:** The ability to have applications and computers from different sources and platforms work seamlessly together on and across networks can be a key to sharing resources and reduction in long-term development costs. Bidder will ensure interoperability of the solution proposed.
- (15) **N-Tier model:** N-Tier model is the framework in which application user interface, logic, data, and their associated processing and repair are separated from each otherin logical manner is more flexible in response to changes in internal logic, platforms, and structures; this isolates/minimizes the impact of change. Considering requirements of ease of support, scalability and interoperability, N-tier model is proposed.

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# Q. Undertaking of Successful Handover/Taken Over During Exit Management

To,	
{Procuring entity},	
	,

I/ We {Name/ Designation} hereby declare/ undertake that we have handed over all the necessary deliverables as per the exit management plan (RFP clause 22 of chapter 5) in the right earnest and to the best of our abilities. We also undertake that, if any gaps/misses are observed within next 1 year of contract expiry related to this handover, the same would be provided by us immediately without any financial cost to RISL.

Thanking you,

Name of the Bidder: -

**Authorised Signatory:** 

Seal of the Organization: -

Date:

Place:

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## R. Indicative FRS of ISMS 2.0

#### An indicative functionality of various modules of ISMS 2.0 are given below:

#### 1. User Registration and Update

# 1.1 User registration:

- 1. **SSO Integration:** Seamless integration with Rajasthan SSO for login
- 2. **Two-Step Authentication:** Implementation of a two-factor authentication process.
- 3. **Role-Based Access and permissions:** Role-based access control with different user roles (super admin, admin, department users, training centres, and skilling organizations, etc.).
- 4. **E-KYC based User registration & Integration:** Users registration using Jan Aadhar, Aadhar based facial authentication and mobile OTP. Integration for real-time identity verification during the registration process.

#### 1.2 Registration Process:

- 1. **Form Design:** Customizable registration form to input required data.
- 2. **Document Upload:** Feature for uploading necessary documents (licensing, accreditation, etc.).
- 3. Real-time Validation: Validation of entered data (Aadhaar, PAN, etc.) through APIs.
- 4. **Approval Workflow:** Approval of registration by authorities.

# 1.3 Profile Creation and Update (Training Partners):

- 1. **Profile Creation Form:** A detailed form allowing skilling organizations to input required details, including organizational info, accreditation, and contact information.
- 2. **Profile Fields:** Comprehensive fields for entering detailed information such as organization name, address, licenses, trainers, courses offered, etc.
- 3. **Document Upload & Verification:** Option for uploading supporting documents (certifications, licenses, etc.) during profile creation.
- 4. **Real-Time Data Validation:** Automated validation of critical fields like PAN, Aadhaar, GSTIN, or accreditation through APIs or external databases.
- 5. **Versioning:** Keep track of profile changes with a version history for audit purposes.
- 6. **Profile Update Notification:** Automatic notifications when profiles are updated or require approval.
- 7. **Profile Validation:** Ensure accuracy and compliance by validating profile details.
- 8. **Document Validation:** Integrate APIs to verify documents and fields like Aadhaar, PAN, accreditation certificates, etc.
- 9. **Approval Workflow:** Profiles can be approved after validation by authorities for sensitive data.
- 10. **Data Consistency Check:** Ensure all mandatory fields are filled out, and data entries meet format and compliance standards.

#### 2. EOI management

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#### 2.1 EOI Submission:

- 1. **EOI Form Creation:** Customizable forms (Scheme Wise) for skilling organizations to submit
- 2. **Document Upload**: Feature for uploading required supporting documents (PDFs, images) such as licenses, proposals etc.
- 3. **Submission Tracking**: Ability for organizations to track the status of their EOI submissions (submitted, under review, approved, rejected).

#### 2.2 Evaluation and Approval Workflow:

- 1. **Review Process**: A structured workflow for reviewing EOIs, including feedback mechanisms for evaluators.
- 2. **Document Verification**: Integration with State & Central portals for documents verification.
- 3. **Approval/Rejection Workflow**: Clear pathways for approving or rejecting EOIs with documentation of reasons for transparency.
- 4. **Comment and Feedback System:** Evaluators can provide comments and feedback on EOI submissions for future improvements.

#### 2.3 Target Allotment Management:

- Target Criteria Setup: Admins can define rules and criteria for target allocation based on various parameters (organization capacity, previous performance, geographical considerations).
- 2. Automated Target Allocation: System can auto-generate target allocations based on predefined rules and criteria. The allocation of targets, sector and districts to TPs should be based on pre-defined categorization, TP preference, past experience, overall district target, with an overall upper limit and his capacity as mentioned in their profile
- 3. **Manual Allocation Option**: Admins can manually allocate targets as needed, with options for adjustments.
- 4. **Notification System**: Automated notifications for organizations regarding target allocations, updates, or changes.

#### 2.4 Sanction order and MOU

• **Approval and E signing**: Based on the assessment, sanction order will be system generated (with configurable fields) with approval as per hierarchy and finally e-Sign.

#### 3 Training & Attendance Management

## 3.1 Training Management:

1. **Training centre and Session Creation:** Admins can create training centres, schedule, and manage training batches and sessions, including details like topics, trainers, dates, and duration.

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2. **E-Campus functionalities:** E-Campus functionalities i.e. E-course content, Digital media, live training videos, e-course syllabus etc. Option to upload training materials (documents, videos, etc.) associated with each session.

# **3.2 Attendance Management**

- 1. **Biometric Attendance (Live):** Integration with biometric devices (fingerprint/face recognition/IRIS) for secure attendance verification.
- 2. **Offline Attendance:** Option for trainers to mark attendance (Offline) in case of technical issues with approval process.

# 3.3 Attendance Reporting and Analytics:

- 1. **Attendance Reports:** Generate detailed reports on attendance for each training session, including participant lists and attendance percentages.
- 2. **Analytics Dashboard:** Visual representations of attendance data over time, helping identify trends and areas for improvement.
- 3. **Notifications:** Automated notifications for participants regarding attendance status (e.g., reminders, confirmations).

# 4 IP Camera-based Monitoring

## **4.1 IP Camera Integration / Configuration:**

1. **Support for Multiple Camera Brands:** Compatibility with a wide range of IP cameras for diverse installations.

# **4.2 Features** required in Live Monitoring Module:

- 1. **Real-Time Video Feed:** Display live feeds from multiple cameras in a single dashboard.
- 2. **Multi-View Layouts:** Option to customize the layout for monitoring multiple camera feeds simultaneously.
- 3. **Zoom and Pan Control:** Remote control features for zooming and panning camera angles (if supported by the camera).
- 4. **Download the recording** of the Camera while viewing in the dashboard

### 5 Assessment & Certification Module

- **5.1 Integration with NSDC's portal:** Integration with NSDC's portal for end-to-end process flow for conducting assessments including assessment, re-assessment, result etc.
- **5.2** Integration with Other (GoR) portal: Integration with other portal (GoR) for end-to-end process flow for conducting assessments including assessment, re-assessment, result etc.
- **5.3** End to end online process flow for assessment: Establishment of an end-to-end online process flow for the schemes running training for non NSQF and CNN courses.

#### 5.4 Certification Issuance:

1. **Certificate Design:** Customizable certificate templates that can be branded for different training programs.

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- 2. **Automated Certificate Generation:** Automatic generation of certificates upon successful completion of assessments.
- 3. **Digital Certificates:** Option to issue digital certificates that can be verified online using unique identifiers.
- 4. **Integration with Digi-Locker, Raj e-Vault:** Integration with Digi-Locker, Raj e-Vault to access training certificates.

## 5.5 Reporting and Analytics:

- 1. **Performance Reports:** Generate detailed reports on individual and batch / group performance, highlighting trends and insights.
- 2. **Certification Tracking:** Track issued certificates and monitor participant progress.

### 6 Placements Module (Initiation & Verification)

#### **6.1 Placement Verification Process:**

- 1. **Automated Workflow:** An automated workflow for processing verification requests, with clear stages (submitted, under review, verified, rejected).
- 2. **Document Management:** Ability to upload, store, and manage verification documents securely.
- 3. **Placement Tracking:** Provide the access of placed student data to the tele-callers to enter the verification result and it should also allow the users to capture geo tagged photos for the purpose of verification of placement.
- **6.2** Access of trained data to the employer/ placement entities: Providing access of category wise trained data to different agencies/department through API.
- **6.3 Submission of Verification Requests:** Employers can submit requests for placement verification through the platform, including necessary documentation (e.g., offer letters, contracts).

# 7 Payment & Financial Management (Disbursement, Adjustment, Recovery, EMD, Processing fees and refunds)

## 7.1 Payment Processing

- 1. **Payment Requests:** Allow training agencies to submit payment requests with required documentation.
- 2. Approval Workflow: Implement a multi-tiered approval process for payment requests.
- 3. **Disbursement Tracking:** Real-time tracking of payment statuses (pending, approved, disbursed).

## 7.2 Adjustment and Recovery Management

- 1. **Adjustment Requests:** Facilitate adjustments to payments based on performance or compliance issues.
- 2. **Recovery Mechanisms:** Define processes for recovering overpayments or non-compliance penalties, including automated notifications.
- 3. Reporting: Generate reports on adjustments and recoveries for financial audits

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# 7.3 Refund of EMDs/ Excess processing fee

• Auto processing of Refund: Built a mechanism to trigger the process of refund of EMDs / excess processing fees and forfeit if applicable with a multi-layered approval process.

# 8 Inspections & Monitoring Management (Mobile Application for ISMS 2.0 (Android & IOS) & Web Application)

#### 8.1 Inspection Management:

- Inspection Scheduling: Feature to schedule inspections with reminders and notifications.
- 2. **Checklists and Forms:** Customizable checklists and forms for different types of inspections (e.g., facility audits, trainer evaluations).
- 3. **Digital Signature Capture:** Allow inspectors to digital signature the completed inspections.
- 4. **Capturing of Geo tagged photos:** Allow the users to capture geo tagged photos for the purpose of inspection and placement.
- **5. Real-Time Data Entry:** Enable inspectors to enter data and observations directly into the app during inspections.
- 6. **Photo Upload:** Feature for inspectors to capture and upload photos as evidence during inspections and for the purpose of placement verification also.
- 7. **Automated Reporting:** Generate inspection reports automatically based on collected data and predefined templates.
- 8. Feedback Mechanism: Collect feedback from skilling organizations post-inspection.

# 8.2 Processing and Approval:

- 1. View the status of the Transaction and day to day activities
- 2. Approve, Forward and Return the transaction as per workflow

# 8.3 Photo Capture:

- 1. Feature to capture and upload photos as per requirements (inspection / attendance verification / Placement verification etc).
- 2. Remarks / Reason for the Photos along with basic parameters as per requirement

#### 8.4 Dashboard:

- 1. **Dashboards:** Interactive role wise dashboards to view key metrics and compliance status.
- 2. **Alerts and Notifications:** Push notifications for upcoming inspections, compliance deadlines, and important announcements.
- 3. **Historical Data Access:** Access to previous inspection reports and compliance history for trend analysis.

#### **8.5 Students / Training Partner:**

- 1. Upload Success Stories
- 2. Upload the Placement details

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- 3. Feedback of the Course / TP
- 4. Feedback of the Placement
- 5. Students Tracking from Registration till Placement
- 6. Access the Course Material / Training Material

# 9 Helpdesk Management (ISMS 2.0 Support System)

#### 9.1 Ticket Management:

- 1. **Ticket Creation:** Users (training centers, skilling organizations, or internal admins) can create tickets by providing a subject, description, and priority level of the issue.
- 2. **Ticket Categorization:** Automatic or manual categorization of tickets based on issue types (e.g., technical issues, account issues, policy-related inquiries).
- 3. **Ticket Status:** Track the status of each ticket (e.g., Open, In Progress, Resolved, Closed) with real-time updates.
- 4. **Ticket Priority:** Provision for setting priority in tickets priority (High, Medium, Low) to ensure urgent issues are addressed first (in case if required).
- 5. **Ticket Assignment:** Assign tickets to appropriate support agents or departments for resolution.

#### 6. **Daily Activities:**

- Task Performed: All the task done by the Team Members on daily basis for monitoring purpose.
- Upload report on production and staging server
- Attendance of the Team Members (Authentication mode same as for students and faculty members)

## 7. Reports:

- Report of pendency of the ticket Team Member wise
- Report of Issues and their completion Status Report
- Payment Deduction Report of Delay resolution of Issues based on Ticket Priority and penalty for non-compliance
- Detailed reports for each ticket entered, including:
  - Detailed Description of the issue
  - Root cause analysis
  - Resolution steps taken
  - Impact on the application and users (if any)

#### 9.2 Communication & Notifications:

- 1. **Real-Time Notifications:** Automated email or SMS notifications sent to users and support agents for updates on ticket status, new replies, or ticket closures.
- 2. **Internal Messaging:** Support agents can communicate internally via chat, notes, or comments to collaborate on resolving issues.

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3. **User Notifications:** Users receive timely updates on their ticket status, including ticket creation, progress, and resolution notifications.

#### 4. Self-Service Portal:

- **FAQs & Knowledge Base:** Provide users with access to a knowledge base and FAQs to encourage self-resolution of common issues.
- **Search Functionality:** Allow users to search for solutions to their issues based on categories, keywords, or issue type.

# 9.3 Support Agent Dashboard:

- 1. **Ticket Management Interface:** Support agents will have a dashboard to view, filter, and manage their assigned tickets.
- 2. Ticket History: Access to historical tickets and their resolutions for reference.
- 3. **Task Assignment & Tracking:** Easy-to-use tools to assign, prioritize, and track tickets and tasks.
- 4. **Escalation Management:** Automated escalation rules for tickets not resolved within a defined time period.

# 10 Dashboard/ MIS Reports (Data Analytics)

## 10.1 Report Generation

- 1. **Scheduled Reports:** Enable the scheduling of recurring reports (daily, weekly, monthly) for regular updates.
- 2. **Real-Time Reports:** Generate reports based on real-time data, ensuring up-to-date information for informed decision-making.
- 3. **Customizable Report Templates:** Create predefined templates for frequently used reports (e.g., performance, financial, attendance) that users can generate with a single click.
- 4. **Dynamic Report Creation:** Allow users to build custom reports by selecting specific metrics, date ranges, and filters (e.g., by training center, location, course type).

#### 10.2 Reporting & Analytics:

- 1. **Custom Report Builder:** Provide users with the ability to customize reports by selecting specific filters, date ranges, and data points.
- 2. **Performance Analytics:** Advanced analytics for tracking program performance, financial health, and operational metrics.
- 3. **Comparison Reports:** Enable users to compare data over different periods (e.g., comparing training outcomes month-on-month or year-on-year).
- 4. **Historical Data Access:** Access to historical data for trend analysis and forecasting.

#### 10.3 BI Dashboards & Visualizations:

1. **Interactive Dashboards:** Develop interactive, visually appealing dashboards to monitor KPIs and other critical metrics (e.g., training attendance, course completion rates, financial performance).

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- 2. **Data Visualizations:** Use charts, graphs, heatmaps, and tables to present data in a digestible format.
- 3. **Filters & Drill-Down:** Allow users to filter data by categories such as training program, district, sector, or course type. Enable drill-down capabilities to explore underlying data points.
- 4. **Key Performance Indicators (KPIs):** Pre-configured KPIs for monitoring key aspects of skilling programs, including learner progress, trainer performance, and resource utilization.

# **10.4** Data Integration:

• **Data Import & Export:** Ability to import and export data in common formats (CSV, Excel, JSON, etc.) for use across different platforms or reporting systems.

# 10.5 Performance & Attendance Tracking:

- 1. **Trainer & Trainee Performance:** Track the performance of both trainers and trainees, with metrics like completion rates, assessment scores, and attendance.
- 2. **Program Effectiveness:** Measure the effectiveness of training programs through metrics like post-training assessment results and feedback surveys.
- 3. **Resource Allocation:** Monitor resource utilization, such as trainer availability, equipment usage, and classroom occupancy.

#### 10.6 Financial & Budget Reports:

- 1. **Expense Tracking:** Track expenses related to skilling programs.
- 2. **Budget vs Actual Reports:** Compare the allocated budget with actual spending to ensure financial efficiency.
- 3. **Revenue Generation:** Monitor revenue from training programs such as processing fees, imposing penalty, forfeiture of EMD (Earnest Money Deposit), PSD (Performance Security Deposit) interest etc.
- 4. **Grant or Subsidy Management:** Track financial support from government or funding agencies, if applicable, and ensure proper allocation and spending.

#### 10.7 User Management:

- 1. **Role-Based Access Control:** Implement role-based access for different users (e.g., Admin, Manager, Trainer, Analyst) to ensure appropriate access to data and reports.
- 2. **Audit Trails:** Maintain logs of who accessed, created, or modified the master data, transactional data and reports, ensuring accountability and transparency.
- 3. **User Permissions:** Grant or restrict permissions for report creation, editing, and viewing based on user roles.

#### 10.8 Mobile Access:

1. **Mobile-Friendly Interface:** Ensure that reports and dashboards are accessible on mobile devices (iOS/Android) for on-the-go access to critical data.

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2. **Responsive Design:** The system should be responsive to different screen sizes, ensuring an optimal experience on tablets and smartphones.

# 11 Social Media Integration like: - What's App Feedback, automated questionnaire etc. Integration with Social Media Platforms like:

- 1. **Facebook:** Automatically share learner achievements, program updates, and success stories to the organization's Facebook page or personal profiles.
- 2. **LinkedIn:** Enable learners to share completed courses and certifications on their LinkedIn profiles, and for the organization to post course announcements and updates.
- 3. **Twitter:** Allow automatic tweets for program promotions, learner milestones, and training updates.
- 4. **Instagram:** Share success stories, event highlights, and learner testimonials through images and videos.
- 5. **YouTube:** Share Training Material, Training video Recording, success stories, event highlights, and learner testimonials videos on YouTube.

Platform Integration: Integrate social media channels (e.g., Facebook, Twitter, LinkedIn) with the overall system to enable sharing and interaction, APIs or channels shall be provided by the RSLDC.

# 12 Dynamic Screen

Solution to create a **dynamic form/screen** that allows flexible field customization based on user input or business rules.

# **Key Requirements:**

Dynamic Screen Creation

- The administrator of the software can define a screen for any transaction
  - The Table Structure will be automatically created for the Transaction
  - The Screen may have the field types Labels / Tabs / Line Separator
  - The Dynamic Screen may have fields for user input like
    - Text Box Single Line / Multi Line
    - Image
    - Date Control
    - File Uploader
    - Drop Down for selection
    - Radio Button
- Data Binding & Validation: Real-time validation and binding with backend systems.
- Responsive Design: Works across web and mobile platforms.

User Input from the Dynamic Screen

- Menu Creation of the Dynamic Screen
- The User Input can be taken from the Registered Users of the Software Application
- The Screen may be used to take input from the Citizens

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- The Workflow engine may be attached for processing the Data saved using dynamic screen
- The Dynamic Report Writer may be used to create the desired reports of the Screen

# 13 Dynamic Report

**Dynamic Report:** Need features that allow users to define, customize, filter, and visualize data efficiently:

#### **Key Features for Dynamic Reports**

- 1. Four types of Reports can be developed using the Dynamic Report Writer
  - Transactional Report
  - Summary Report
  - Drill Down Report (two Levels)
  - Graphical Report

#### 2. Define a Customizable Report -

- Enable users to define report layouts,
- Select data fields of Modules from Table,
- Allow users to apply filter conditions
- Group data
- Sort values dynamically.
- Save the Report
- 3. At the time of View report
  - Export & Sharing Options in formats like PDF, Excel, CSV
  - allow scheduling/report delivery via email.
  - Change the Report Heading as per Requirements and save for later use
  - Hide the Column of Report if required
- 4. **Multi-Device Compatibility** Ensure responsive design for web and mobile accessibility.

# 14 Workflow Engine

- Create a Workflow Engine
- Workflow manager should be attached to User Roles from initiation of the transaction till
  the closure of the transaction
- **Process Automation:** Automate workflows for approvals, validations, and notifications and it can be Define, execute, track workflows.
- Task Management: Assign, monitor, and notify users.
- Integration: Compatible with APIs, databases, and enterprise software.
- **Security & Compliance:** Role-based access, encryption, and audit logs.
- **Scalability:** Supports high-volume transactions and multi-user operations.

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# 15 Messaging System (Notifications)

Software should have configurable separate Messaging Category System for each of the below

- SMS Messaging
- Email Messaging
- WhatsApp Messaging
- Notification in the Software Application

The selected bidder will be facilitated with the messaging solution available with RISL which shall be integrated in the ISMS 2.0 application software through APIs.

#### **Process**

- Template Creation
  - Create the Template for Each Transaction
  - While the Template creation dynamic Fields may be inserted in the Template as per requirements
  - Define the Workflow Steps on which the message needs to be triggered
  - Define the Message Category
- Users should have the option of Enabling / disabling the Messages category wise.

# Reports

• For all the messages sent, reports are required based on filter criteria

## 16 Chatbot (through Sampark Portal using API)

The selected bidder is responsible for the seamless integration, customization, and ongoing support of these supporting IT initiatives provided by RSLDC into the overarching integrated IT solution. This scope emphasizes collaboration, adaptability to emerging technologies, and the enhancement of user experience across various dimensions.

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# S. Checklist for SRS Document:

- ✓ Project Overview: Brief overview of the software being specified, including key goals and objectives.
- ✓ **Purpose**: Explain why the software is being developed. Limitations of the Existing System and intended benefits stakeholder wise in proposed system
- ✓ **Scope**: Define the software's boundaries, including high-level functionality and business needs.
- ✓ **Definitions, Acronyms, and Abbreviations**: List all relevant terms and abbreviations used in the document.
- ✓ **Organization Structure**: Describe the structure of the organization.
- ✓ **Product Features** for the entire applications proposed.
  - Proposed Master Inputs with Wireframe design
  - Transactions Screen with Wireframe design
  - Processing Logic calculations if any
  - Proposed Workflow logic
  - Output Reports with the sample layout, Grouping, display order and Filter Criteria

# ✓ Generic Features of the Application

- Department Configuration
- User Management
- Role Management
- Issue Tracking System
- Logs of all Master / Transactions / Reports for CRUD operations
- Web Services / API Integrations
- Online User Manual
- ✓ Training Plan
- ✓ Data Migration Plan
- ✓ Security Measures
- ✓ Assumptions and Dependencies: Highlight external assumptions and any dependencies for system functionality.

# ✓ System Requirements

- Hardware Requirements: Specify the hardware necessary for system operation IT
   Compute, Network and Storage details
- Software Requirements: Define any system, application, or middleware dependencies.
- Network Requirements: Include connectivity requirements like bandwidth and protocols.
- Database Requirements: Define the structure and requirements for storing data.

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- Requirement Report for DC and DR for Testing, Staging and Production environments.
- Legal and Regulatory Requirements: Include compliance with laws, policies, or regulations.
- Standards Compliance: Reference to any standards the system must adhere to (e.g., ISO, IEEE).
- ✓ Approval and Sign-off: Document approval from stakeholders or authorities to finalize the SRS.

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# T. Checklist for FRS Document

- ✓ **Project Overview**: Provide a high-level description of the project, its goals, and its context.
- ✓ Purpose: Clearly define the purpose of the Functional Requirements Specification document.
- ✓ **Scope**: Describe the boundaries and objectives of the software or system.
- ✓ **Definitions, Acronyms, and Abbreviations**: Define key terms and provide explanations for technical jargon.
- ✓ Module Wise Database Table Design
- ✓ Module Wise Stored Procedures
- ✓ For all the (Purpose / Module used Name / Table Name / Stored Proc. Used / Triggers)
  - Master
  - Transactions and
  - Reports
- ✓ Data Flow Diagram Context Diagram, figure 1 to 5 (all levels)
- ✓ **Data Models**: Provide entity-relationship diagrams or similar models.
- ✓ In the Entire Source Code Comments there should be indicating
  - Date of creation
  - Purpose of Creation
  - Called From
  - Any other information
- ✓ Technical Analysis Document -
- ✓ **Use Case Diagrams**: Provide graphical representations of interactions between users and the system.
- ✓ **Functional Hierarchy Diagrams**: Define the breakdown of system functions.
- ✓ **External Interface Requirements**: Define interactions with external systems, hardware, or software.
- ✓ Product Features for the entire applications.
  - Master Inputs with Screens
  - Transactions Screen with Screens
  - Business Rules Processing Logic calculations if any
  - Proposed Workflow logic
  - Output Reports layout, Grouping, display order and Filter Criteria

#### ✓ Generic Features of the Application

- Department Configuration
- User Management
- Role Management
- Issue Tracking System

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- Logs of all Master / Transactions / Reports for CRUD operations
- Web Services / API Integrations
- Online User Manual
- ✓ **Scalability Requirements**: Describe how the system should handle growth or increased load.

#### ✓ Other Details

- Data Security: Outline measures to secure sensitive data.
- User Authentication: Define methods for verifying user identity.
- Authorization Levels: Specify access permissions for different user roles.
- Audit Trails: Include requirements for logging system activities for security and compliance.
- Error Handling: Outline how the system should detect and recover from errors.
- **Document Version History**: Track changes with version numbers, dates, and descriptions.

#### ✓ System Requirements

- Hardware Requirements: Specify necessary hardware components for the system.
- Software Requirements: Detail dependent applications, operating systems, or development tools.
- Network Requirements: Outline bandwidth, protocols, and connectivity expectations.
- Data Storage Requirements: Define specifications for data storage solutions.
- Data Retention Policies: Include rules for data archiving and deletion.

#### ✓ Compliance Requirements

- Legal and Regulatory Compliance: Address laws, policies, and regulations that the system must follow.
- Standards Adherence: Define adherence to industry standards (e.g., ISO, IEEE).

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