

2022

# RajCOMP Info Services Limited (RISL)

RFP-Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations & Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender



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**Final RFP- Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations & Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender**

Reference No.: F4.9(969)/RISL/Tech/Misc/2022/6768

Dated: 04-01 -2023

UBN- RIS2223SLOB00101

<b>Mode of Bid Submission</b>	Online through eProcurement/ eTendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, Second Floor, New IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Last Date &amp; Time of Submission of Bid</b>	17-02-2023 at 04.00 PM
<b>Date &amp; Time of Opening of Technical Bid</b>	17-02-2023 at 05:30 PM

**RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only)**

**Bidding document fee: Rs. 5000.00/- (Rupees Five Thousand only)**

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

**RajCOMP Services Limited (RISL)**

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

Phone: 0141-5153224 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>, Email: [sonia@rajasthan.gov.in](mailto:sonia@rajasthan.gov.in)

**ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	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.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	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
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Contract/ Project Period</b>	The Contract/ Project Period shall commence from the date of issue of Work order and five years of operations and maintenance from the data of commissioning.
<b>COTS</b>	Commercial Off The Shelf Software
<b>Day</b>	A calendar day as per GoR/ Gol.
<b>DeitY, Gol</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Center
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GIGW</b>	Guidelines for Indian Government Websites (GIGW)
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
<b>GP</b>	Gram Panchayat
<b>GST</b>	Goods and Service Tax

<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	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)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>Lol</b>	Letter of Intent
<b>MSME</b>	Micro, Small & Medium Enterprises
<b>Multilingual</b>	<p><b>Domestic:</b> Hinglish, Tamil, Telugu, Malayalam, Odia, Bangla, Kannada, Assamese, Marathi, Punjabi, Gujrati or more along with Hindi right from the beginning of the go live.</p> <p><b>Foreign:</b> English, Spanish, French, Italian or more right from the beginning of the go live.</p>
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>OTA</b>	Online Travel Aggregator (OTA)
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	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
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.

<b>RajSWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>RISL</b>	RajCOMP Info Services Limited
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>SSDG</b>	State Services Delivery Gateway
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>WCAG</b>	Web Content Accessibility Guidelines
<b>WO/ PO</b>	Work Order/ Purchase Order



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

Reference No.: F4.9(969)/RISL/Tech/Misc/2022/6768

Dated: 04-01 -2023

UBN- RIS2223SLOB00101

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Managing Director, RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Ms. Sonia Chaturvedi</li> <li>Designation: Additional Director</li> <li>Address: Room No. 201, 2<sup>nd</sup> Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> <li>Email: <a href="mailto:sonia@rajasthan.gov.in">sonia@rajasthan.gov.in</a></li> </ul>
<b>Subject Matter of Procurement</b>	RFP for Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations & Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender
<b>Bid Procedure</b>	Single-stage: Two part (envelop) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	Quality Cost Based Selection (QCBS)
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums Fee etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in/">http://risl.rajasthan.gov.in/</a></li> <li>Bidding document fee: Rs. 5000.00 (Rupees One Thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	Rs. 10.0 Crores Only
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>2 % of the estimated procurement cost</li> <li>0.5% of the estimated procurement cost for S.S.I. unit of Rajasthan</li> <li>1% of the estimated procurement cost 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 of a Scheduled Bank</li> <li>Bid Security shall be in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Upload Date of Draft RFP</b>	04-01-2023
<b>Period of Sale of Bidding Document (Start/ End Date)</b>	04-01-2023 06.00 PM to 03-02-2023 04.00 PM
<b>Date/ Time/ Place of Pre-bid Meeting</b>	<ul style="list-style-type: none"> <li>Date/ Time of Prebid: 16-01-2023 at 03:30 PM</li> <li>Place: Room No. 201, 2<sup>nd</sup> floor, IT building, DoIT&amp;C, Yojna Bhawan, C-scheme, Jaipur</li> <li>Mode: Online through WebEx (Meeting link may be obtained by sending request on email or physical meeting at the place mentioned above)</li> <li>Last date of submitting clarifications requests by the bidder: 17-01-2023.</li> <li>Queries submitted on <a href="mailto:sonia@rajasthan.gov.in">sonia@rajasthan.gov.in</a> &amp; <a href="mailto:natwarsingh.doit@rajasthan.gov.in">natwarsingh.doit@rajasthan.gov.in</a> will be considered.</li> </ul>
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Online at e-Proc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: 13-02-2023 04.00 PM</li> <li>End Date: 17-02-2023 till 04:00 PM</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for</b>	<ul style="list-style-type: none"> <li>Start Date: 13-02-2023 End Date: 17-02-2023 till 04:00 PM</li> </ul>

<b>Tender Fee, Bid Security, and Processing Fee*</b>	
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>• Date: 17-02-2023; Time: 05:30 PM</li> <li>• Place: 1<sup>st</sup> Floor, e-Proc cell, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	180 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> <li>1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.</li> <li>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 as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.</li> <li>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 <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (bidders already registered on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> before 30-09-2011 must register again).</li> <li>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.</li> <li>5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.</li> <li>6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&amp;C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&amp;C 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</li> <li>7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</li> <li>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.</li> <li>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.</li> <li>10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.</li> </ol>	

**sd-**  
**(Natwar Singh)**  
**ACP(Deputy Director)**

## **2. PROJECT PROFILE & BACKGROUND INFORMATION**

The Government of Rajasthan would leverage Information & Communication Technology (ICT) not only as a tool for improving governance and employment opportunities, but also more significantly as a means to enhance the quality of life and bridging the socio-economic divide in the State. The State Government intends to make conscious efforts to see that benefits of IT/ ITeS in terms of employment generation and economic up-liftment percolates to all sections of the society, particularly to those living in rural and remote areas.

e-Governance Framework includes

- Adherence to the vision of IT Policy 2007
- Standardization and Security Aspects
- Capacity Building
- End-to-end Service Delivery under:
  - Government to Citizen (G2C) Services
  - Business to Citizen (B2C) Services
  - Government to Government (G2G) Services

### **2.1. About RISL**

RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan. RISL is designated State Designated Agency (SDA) for implementation of NeGP Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State's Mission Mode Projects (MMPs). RISL is also Technology Partner with departments like Agriculture, Election Department, State Election Department, JCTSL, Education Department, RHSDP 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).

### **2.2. Project Background:**

In the financial year 2016-17, the state government-initiated conceptualization and development of an online store as the aggregator store for the products being made by rural artisans under the ambit of Industries Department. Later-on, the store has been opened to register and sell products which are being manufactured/ sold by the various departments or the agencies of Government.

Accompanied by e-bazaar portal, the state placed efforts in designing and development of essential components of web based sales and inventory management system called SIMS for government organizations. The solution is now being expanded to accommodate requirements/ processes of various other departments.

The state used the concept of e-bazaar and developed e-bazaar Covid-19 mobile app to manage supply chain of essential items from suppliers to citizen during the lockdown period of COVID-19 pandemic. The app facilitated citizen, retailers, suppliers and administration to manage supply of the essential items.

The state always concerns about socio-economic development and promotion of state's handicrafts. In this context, the state insists to meet the livelihood needs and strengthen artisans/ weavers with technology to enter online market

era. Moreover, the state government aims to endorse registered MSME by introducing them at e-bazaar for direct purchase by the Government Department.

Therefore, there is an announcement in the state's budget session of financial year 2021-22 for Department of Industries, Government of Rajasthan as follows:

**उद्योग :**

**35.** राज्य में Self Help Groups, Rural Artisans तथा विभिन्न Handicrafts से जुड़े कारीगरों को तकनीकी प्रशिक्षण, Business Enterprise से संबंधित Skills उपलब्ध कराने एवं Marketing Linkage/Resource Mobilisations में समुचित सहायता उपलब्ध कराने की दृष्टि से **Rajasthan Centre of Crafts and Design Management** स्थापित करना प्रस्तावित है। इस हेतु 25 करोड़ रुपये का प्रावधान किया जाना प्रस्तावित है।

ऐसे व्यक्तियों एवं संस्थाओं को प्रोत्साहन देने के लिए इस प्रकार, निर्मित उच्च गुणवत्ता वाले उत्पादों की बिक्री e-बाजार Online Platform के माध्यम से करने की सुविधा उपलब्ध करवायी जायेगी। इनके तथा राज्य में पंजीकृत MSME के उत्पादों की e-बाजार के माध्यम से राजकीय विभागों द्वारा 10 लाख रुपये तक की खरीद बिना Tender की जा सकेगी।

In this line, the RISL proposed e-bazaar 2.0 platform with the strategic aim to support artisan/weaver/ Self Help Groups/ Government Organizations/ registered micro/ small industries of the state to achieve following objectives:

1. Expand existing solutions in integrated manner with B2G & B2C exploration
2. Strengthen with technology and process driven industry standards
3. Provide access of Global Market for marketing and selling their products
4. Reduce start-up cost with integrated solution package
5. Meeting the livelihood needs and socio-economic development of state.

### 2.3. Existing E-Bazaar 1.0:

e-Bazaar is a Govt. of Rajasthan initiative in the field of e-commerce to provide a platform with the objective of a single window access for e-Commerce activities for various products by Government of Rajasthan for citizens and other Stakeholders.

e-Bazaar opens a way to interact with wide range of customer base in comparison to the products sold through only the physical stores. Seller had opportunities to showcase the inventory with photographs while buyers has the option to choose from wide range of products from different sellers under a single platform.

The Platform has been launched on 21st, Jan 2017 and can be accessed on URL <https://ebazaar.rajasthan.gov.in>

Few of the key features of application include Integration with Single Sign On Rajasthan, Online Payment, automated SMS and email based alerts and invoice sharing, OTP based delivery confirmation to reduce the carbon footprint in overall order lifecycle.

There are various channels for sale in e-bazaar such as:

- i) Retail Sale: Any citizen/ end user can direct place an order to any seller at e-Bazaar
- ii) Sale for e-Mitra: e-Mitra kiosks/ LSPs may place order for the items required for self consumption or further sale from the kiosks to citizen.

- iii) Sale for Government: Any department/ PSU of the state may place order for the required items/ services to various sellers registered under B2G category at e-bazaar.
- iv) Others: Various distributors/ dealers may place orders in large quantity. These sales are generally known as bulk sale.

**Project Statistics:-**

- Total Seller on-boarded : 34
- Total Products : 682+ (Unique)
  
- Year-wise order count and order value:

Year	Count of Order No.	Sum of Total Amount (In INR)
2017	26603	8,95,47,160.84
2018	16493	7,39,76,709.74
2019	18299	3,20,75,860.09
2020	2588	86,90,366.13
2021	1164	33,36,744.32
2022	1879	47,99,325.01
Grand Total	67026	21,24,26,166.13

Technical stack of the existing application is , Angular 7.2 (B2G), HTML 5, DotNet MVC Version- 4.5 (G2C) and SQL server 2016. The existing application's database size is 18 GB.

### 3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

#### 3.1. Pre-Qualification Criteria:

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

S.No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>Limited Liability Partnership Firm Registered under Limited liability partnership Act- 2008</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>Bidder mean a company or a corporation or a consortium of upto two companies/ corporations.</li> <li>Consortium is allowed. The bidder's consortium shall not consist of more than two companies/ corporations and shall be formed under a duly stamped consortium agreement. (Attach Proof). Every company/ corporation of the bidder's consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issue, Lead partner/ lead bidder in the bidder's consortium shall be responsible for all the penalties. A company/ corporation cannot be partner in more than one consortium.</li> <li>Bidder has to meet each eligibility criteria to participate in this bid.</li> <li>In case of consortium, <ol style="list-style-type: none"> <li>Both companies/ corporations of the consortium must meet the eligibility mentioned at basic requirement of Legal Entity, Compliance to Land Border Policy, Financial-II: Net Worth, Tax registration &amp; Mandatory Undertaking in this table.</li> <li>Either lead bidder or another company/ corporation of the consortium must meet the eligibility mentioned at basic requirement at Financial-I: Turnover from e-Commerce/ e-Marketplace sector, Technical Capability-I, Technical Capability-II &amp; Manpower Strength of this table.</li> </ol> </li> </ol>	<p>- Copy of valid Registration Certificates</p> <p>- Copy of Certificates of incorporation</p> <p>In case of a consortium, a Consortium Agreement must also be submitted, duly signed by the consortium members along with above. The Consortium Agreement must clearly specify the stake of each member and outline their roles and responsibilities as per Annexure-15</p>
2.	Compliance to Land Border Policy	Bidder should comply with Subrule 4 under rule 13 of RTTP 2013.	Copy of undertaking as per Annexure-5. Or Copy of Registration with the Industries Department of the Government of Rajasthan

S.No.	Basic Requirement	Specific Requirements	Documents Required
3.	Financial-I: Turnover from e-Commerce/ e-Marketplace sector	Average annual turnover of bidder should be at least Rs 10 crores from e-commerce sector during the last three financial years (FY's 2017 -18, 2018-19, 2019-20) or during FY's 2018 -19, 2019-20, 2020-21) as per last audited balance sheets or statements.	CA Certificate with CA's Registration Number/ Seal and UDIN (Please refer Annexure-18)
4.	Financial-II: Net Worth	The net worth of bidder as on 31st March 2022, should be Positive as per last audited balance sheet.	CA Certificate with CA's Registration Number/ Seal and UDIN (Please refer Annexure-18)
5.	Technical Capability-I	<p>The bidder must be engaged on it's own or with other organizations related to e-Commerce/ e-Marketplace industry such as Amazon/ Flipkart/ Myntra/ Reliance Ajo/ Indiamart/ Shopclues/ Snapdeal/ Firstcry/ Nyka/ limeroad/ GEM or similar and has performed or is performing successfully e-commerce operations responsibilities related to promote/ market for their respective e-commerce/ e-marketplace portal since April 2017.</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. If the contract start date or work order date is before 1<sup>st</sup> April 2017, then the bidder should have served to client for atleast two years during 1<sup>st</sup> April 2017 to last date of bid submission.</li> <li>2. In case the bidder has served or serving more than two clients, then the period of service providing should be atleast one year per client during 1<sup>st</sup> April 2017 to last date of bid submission..</li> </ol>	<p><b>a. If engaged on it's own:</b></p> <p>Annexure-6 + CA Certificate with CA's Registration Number/ Seal and UDIN mentioning with the specific requirement mentioned in this criteria</p> <p>Or</p> <p><b>b. If engaged with other organization:</b></p> <p>Annexure-6 + Contract Agreement/ Work Orders + Satisfactory performance certificate as per the</p>

S.No.	Basic Requirement	Specific Requirements	Documents Required
			contract from the client
6.	Technical Capability-II	<p>The bidder must be “designed/ developed and should be currently managing” an e-Commerce/ e-Marketplace portal related to e-commerce/ e-Marketplace industry successfully since April 2017 having:</p> <ol style="list-style-type: none"> <li>1. More than 10 lacs customer base (registered users on the portal)</li> <li>2. More than 2 lacs average successful transactions yearly (sell of products/ items)</li> <li>3. More than 500 sellers in India are registered on the portal</li> </ol> <p>Note: In Case of engagement with other organization:</p> <ol style="list-style-type: none"> <li>1. If the contract/ project start date or work order date is before 1<sup>st</sup> April 2017, then the bidder should have served to client for atleast two years during 1<sup>st</sup> April 2017 to last date of bid submission.</li> <li>2. In case the bidder has served or serving more than two clients, then the period of service providing should be atleast one year per client during 1<sup>st</sup> April 2017 to last date of bid submission.</li> </ol>	<p><b>a. If managing for self:</b> Annexure-6 + CA Certificate with CA's Registration Number/ Seal and UDIN with the specific requirement mentioned in this criteria</p> <p><b>or</b></p> <p><b>b. If managing for other organization:</b> Annexure-6 + Contract Agreement/ Work Order + Satisfactory performance certificate with the specific requirement mentioned in this criteria as per the contract signed with the client</p>
7.	Manpower Strength	The bidder should have at least 50 full time employees in the area of e-commerce sector across India at the time of bidding.	Certificate from the HR of the firm verified by Authorized signatory on the company letterhead as per Annexure-7



S.No.	Basic Requirement	Specific Requirements	Documents Required
8.	Tax registration	The bidder should have a registered number of i.) Income Tax / PAN number ii.) GSTN where his business is located  Note: Any certificate should belong to a date not later than the last day of bid submission.	Copies of relevant certificates of registration
9.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-8: Self-Declaration
10.	Project Understanding	A proposal document on understanding of the scope of the project mentioned in the RFP	A self-certified proposal document with the details as per Annexure- 17

### 3.2. Technical Evaluation Criteria:

Only bidders who meet all the pre-qualification criteria shall be evaluated for the technical evaluation.

In order to determine whether the bidders are qualified and the technical aspects of the bidder are substantially responsive to the requirements set forth in the bidding documents, the Tendering Authority will examine the information supplied by the Bidders and shall award points to the bidders on the basis of the following criteria of presentation cum demonstration:

S.No.	Criteria	Parameters	Max. Score
1	Demonstrable Capability	Details of any one project executed (Mentioned in bid) with the key features of the project on the following aspects:  • Comprehensiveness of reach of delivery channels	1
		• Bottlenecks/ Challenges/Constraints Faced	2
		• Extent of Process Re-engineering	2

S.No.	Criteria	Parameters	Max. Score
		<ul style="list-style-type: none"> <li>USP of Solution on: - <ul style="list-style-type: none"> <li>Scalability &amp; Configurability</li> <li>Extent of Customization</li> <li>Usage of emerging technologies (AI/ML, Block Chain, Cloud Computing etc.)</li> </ul> </li> </ul>	3
		<ul style="list-style-type: none"> <li>Benefits &amp; Enhancement of Productivity <ul style="list-style-type: none"> <li>Process Automation/ Extent of Manual Intervention</li> <li>Operational &amp; Cost Efficiency</li> </ul> </li> </ul>	2
		<b>(3 Mins with max. 4 slides for section 1 of this table)</b>	<b>10</b>
2	Client Details	<ul style="list-style-type: none"> <li>Type of Client with numbers: Sellers (Manufacturer/ Supplier/ Traders/ Retailers/ Govt. Organizations etc.) or Buyers (Individuals/ Organizations etc.) or both</li> </ul>	4
		<ul style="list-style-type: none"> <li>Name &amp; Sector (e-Commerce/ e-Marketplace etc.):</li> </ul>	2
		<ul style="list-style-type: none"> <li>Sector-wise Service/ Solution Provided to client</li> </ul>	4
		<b>(3 Mins with max. 3 slides for section 2 of this table)</b>	<b>10</b>
3	Project Understanding & Proposed Implementation Methodology	<b>A. Study &amp; Understanding of our project:</b>	5
		<ul style="list-style-type: none"> <li>Problem Statement</li> </ul>	5
		<ul style="list-style-type: none"> <li>Stakeholders &amp; Solution Requirement</li> </ul>	5
		<ul style="list-style-type: none"> <li>Scope of Project &amp; Out Comes</li> </ul>	5
		<b>(5 Mins with max. 3 slides for sub section A under section 3 of this table)</b>	<b>15</b>
		<b>B. Proposed Solution</b>	2
		<ul style="list-style-type: none"> <li>Solution Architecture w.r.t.: <ul style="list-style-type: none"> <li>Requirement, scope and outcomes</li> <li>User Centricity &amp; Convenience</li> </ul> </li> </ul>	2
		<ul style="list-style-type: none"> <li>Finance Management: payment/ cancellation/ refunds/ reconciliation etc.</li> </ul>	2
		<ul style="list-style-type: none"> <li>Grievance Redressal Mechanism</li> </ul>	2
<ul style="list-style-type: none"> <li>Technology Platform: <ul style="list-style-type: none"> <li>Description</li> <li>Security: - Information, security, access etc.</li> </ul> </li> </ul>	2		

S.No.	Criteria	Parameters	Max. Score
		<ul style="list-style-type: none"> <li>▪ Configurability, Interoperability &amp; Replicability</li> </ul>	2
		<ul style="list-style-type: none"> <li>▪ Scalability, Reliability and Flexibility</li> </ul>	2
		<ul style="list-style-type: none"> <li>• Value Proposition with innovations &amp; Compliances with standards</li> </ul>	4
		<b>C. Sustainability:</b> <ul style="list-style-type: none"> <li>• Probable Business Use cases</li> </ul>	4
		<ul style="list-style-type: none"> <li>• Probable Risks and mitigation plan</li> </ul>	5
		<ul style="list-style-type: none"> <li>• Operational &amp; Cost Effectiveness</li> </ul>	5
		<ul style="list-style-type: none"> <li>• Efficiency Enhancement: <ul style="list-style-type: none"> <li>▪ Volume of Visitors/ Users and transactions</li> <li>▪ Coping with transaction volume growth</li> <li>▪ Time Taken and accuracy of output of transaction</li> </ul> </li> </ul>	6
		<b>D. Detailed approach &amp; methodology:</b> <ul style="list-style-type: none"> <li>• Approach for baseline study &amp; problem identification</li> </ul>	3
		<ul style="list-style-type: none"> <li>• Design, Development &amp; Roll out/ Implementation Model</li> </ul>	5
		<ul style="list-style-type: none"> <li>• Logistic &amp; Operation Model including usage of logistic service aggregators</li> </ul>	5
		<ul style="list-style-type: none"> <li>• Communication and dissemination strategy</li> </ul>	3
		<ul style="list-style-type: none"> <li>• Appropriate Delegation and accountability of stakeholders</li> </ul>	2
		<ul style="list-style-type: none"> <li>• Manpower with project escalation matrix</li> </ul>	5
		<ul style="list-style-type: none"> <li>• Capacity Building and Organizational Sustainability</li> </ul>	2
		<b>(30 mins with max 15 slides for sub section B,C &amp; D under Section 3 of this table)</b>	<b>65</b>
		<b>Q &amp; A- 5 Mins</b>	
	<b>Total</b>		<b>100</b>

Note: Technical Presentation and Hard Copy of a authenticated document detailing the criteria mentioned above shall be submitted by the bidder at the time of presentation.

- a) Scoring shall be done by the technical evaluation committee on the technical presentation and document submitted for the above-mentioned Technical Qualification Criteria.
- b) Marking for a given criteria may be given based upon sufficient proof towards said criteria based on demonstration of the same in the presentation.

- c) Each technical bid will be assigned a technical score out of a maximum of 100 marks as per the aforesaid technical evaluation criteria table. Bidders who score a technical score of 75% and above with a minimum of 65% marks in each criteria of the Technical Evaluation Criteria will qualify for the next stage i.e. financial bid opening.

### **3.3. Additional provisions for qualifications:**

In addition to the provisions regarding the qualifications of the bidders as set out in (3.1) above: -

- 3.3.1.** the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB”; and
- 3.3.2.** the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
- 3.3.3.** RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012, procurement rules 2013 and subsequent amendments.

#### 4. SCOPE OF WORK, DELIVERABLES & TIMELINES

With the strategic objective of economic development in the state, the Department of Industry intends to partner with leading e-commerce industry player (s) for comprehensive e-market place with:

- On line portal for making purchase carts/ wish lists, comparison lists, indexing, listing, searching and filtering products, payments etc..
- Linkages/ collaboration with various departments/ organizations/ manufactures/ suppliers/ logistic partners/ local markets etc.
- Linkages/ collaboration with national & international e-Commerce/ e-Marketplace etc.
- Customer & Seller management
- Product service management
- Branding, marketing & promotion
- Content management & enhancement
- Business process re-engineering
- Integration with Social media platforms for customer feedback assessment
- Campaigning for popular products/ sellers/ sales activities

These objectives have been delineated only for the purpose of initial understanding of the scope. However, suggestions for further incorporation of additional pointers and implementation will be the major task of the partner on a long term and regular basis.

The successful commissioning of the project requires the selected bidder to provide quality & timely services for various departments & Organizations, Government of Rajasthan, startups, MSMEs etc. considering extensive scope for 360° expansion with G2G, G2C, G2B verticals (vice & versa) and Operations & Maintenance with related services for a period of three Years.

##### 4.1. Detailed scope of work:

RISL plans to engage a competent agency for providing services for design, development & implementation of required processes/ services/ solutions under various sections of the tentative framework of e-Bazaar 2.0 and Operations & Maintenance for various departments & Organizations or any other stakeholders to promote sellers, products and e-bazaar 2.0 platform of Rajasthan state.



e-bazaar 2.0 platform of Rajasthan state.

The selected bidder will be responsible to increase footfall on e-bazaar 2.0 platform and sell of products onboarded on the platform by various sellers of Rajasthan state with enhancement in satisfaction level of end customer/ buyer.

Based on the above framework the broad scope of the selected bidders is given below:

##### 4.1.1. Technology Management:

The selected bidder will be responsible to provide and manage robust, configurable, integrable, scalable, easily navigable modular web & mobile app. solutions related to e-commerce, logistic management, payments & accounting equipped with advanced technology such as quality search & multichannel

functionality, built-in SEO capability, content management, antifraud & data security, PCI-DSS compliant payment

security, customer relationship management, business analytics & intelligence driven dashboards, insights etc. during the entire period of the contract.

The expected features in the part of the required solution (both subsystems) will broadly include but not limited to:

1. Onboarding & configuration of user departments/ organizations/ stakeholders
2. Multi layered hierarchy management of Stakeholders such as various departments, Sellers, moderators/ Admins or any other stakeholders
3. Creation & mapping of logistic service areas as per the Organizational Hierarchy
4. Creation, assigning and mapping of Users (SSOIDs) of all user of respective stakeholders to establish required workflow
5. Role based user management to provide the limited access of the system to any user.
6. Centralized database driven system to keep end to end e-commerce activities in sync.
7. Unified dashboards and comprehensive MIS for decision makers and operational users across stakeholders
8. Notifications/ alerts to track day to day operations such as sale/purchase/ pickup/ delivery/ offers/ discounts/payment/ accounting/consolidation etc.
9. The solution must be equipped with self-learning algorithms to enable users to plan their purchase.
10. The web and app must implement all standards for SEO/AI friendly to increase the visibility on search engines.
11. The solution will be modular and configurable to implement in part or in total for any department/ organization/stakeholder.
12. Integrable with 3rd party application as per the requirement and IT architecture of Rajasthan State

The selected bidder will study the detailed requirement and design and develop the required SMART and generic end to end solution in compliance with IT architecture/ policy of DOIT&C, MEITY, GIGW guidelines and any e-commerce industry standards for security and accessibility. The indicative/ tentative functional requirements & technical specifications/ standards are mentioned at Annexure-19.

The web as well as mobile application design, development and implementation services for the required technical solution shall broadly include but not limited to the following:

#### **4.1.1.1. Study of business & system requirements**

The selected bidder has to conduct a detailed study of services, processes, priority areas, technology, existing application, legacy data & other systems, people etc. to identify and finalize requirements, development & implementation methodology and strategy.

The bidder shall conduct proper study and requirement gathering activities with the concerned stakeholders and document the requirements, as follows:

1. Conducting a detailed assessment of the functional, technical and operational requirements as per the details mentioned in this bidding document
2. Prepare different use cases scenario
3. Detailed study of requirements of application components and solutions
4. Assess existing applications and third-party systems from the perspective of integration with other applications
5. Shall define the data migration from existing systems if any.
6. Shall adopt an industry standard methodology for Software Engineering, covering the entire SDLC (Software Development Life Cycle)
7. It is envisaged that the overall requirement would be developed on an incremental basis with the changing

scenarios and requirements of RISL.

8. Prepare User Requirement Specification (URS) detailing System, Functional and Non-Functional requirements
9. Obtaining Sign-off of URS from the designated authority.

**4.1.1.2. Design & Development of modules/ submodules of application**

1. Selected bidder will initiate development of modules as per the approved SRS & FRS and redevelopment of modules as per the requirement for web as well as mobile app (android & IOS).
2. Based on the feedback or testing phase, changes in spirals and design document will also be made by the selected bidder with the respective functionalities of module/ submodules of the application. The version should be maintained by the selected bidders for those documents and the codes since from baseline to finalization.
3. The bidder is responsible to provide a state of an art technical solution for the technical requirements and scope of work mentioned in the bidding document.
4. The application software development work should be in compliance to the best practices, applicable industry standards and respective guidelines issued by Department of Information Technology (DIT), GOI and DOIT&C, GOR
5. Bidder would involve competent and qualified personnel for the fulfilment of deliverables mentioned in the bidding document.
6. The development of various application modules shall be done by selected bidder keeping essence of the objectives of the application.
7. Wherever required, data migration from any existing systems shall be done with cleansing of data.
8. To maintain business continuity the SI shall make use of existing development stack available in RSDC.
9. The existing Development Stack for design / development, customization and deployment of the solution already available in RSDC are given below:

S.No.	Item Description	Product Available
1.	Application Server	IBM WebSphere Application Server / Windows Server / Web logic
2.	Web Server	IBM WebSphere Application Server / Windows Server 2014 / Web logic
3.	GIS	Arc GIS 10.2.3 Enterprise
4.	Database Server	Oracle Server / EXA Data / SQL Server 2014 R2
5.	Document Management System (DMS)	FileNet/ Newgen (If available)
6.	Content Management System (CMS)	Adobe Experience Manager (AEM)
7.	Programming Language	Java / .NET
8.	Analytics:	A. SAS Analytical Stack <ul style="list-style-type: none"> <li>• SAS® Enterprise Content Categorization</li> <li>• Additional SAS® Text Data Language Pack – Hindi</li> <li>• SAS® Sentiment Analysis</li> <li>• Additional SAS® Sentiment Analysis Language Pack – Hindi</li> <li>• SAS Enterprise Miner – Desktop</li> <li>• SAS Text Miner - Desktop</li> <li>• SAS Analytics Pro – Desktop</li> </ul>

S.No.	Item Description	Product Available
		<ul style="list-style-type: none"> <li>• Platform suite for SAS</li> <li>• SAS Office Analytics</li> <li>• SAS add-on / Access Interface to Oracle</li> <li>• SAS add-on/ Access Engine (ODBC)</li> <li>• SAS Fraud Framework for Government</li> <li>• SAS Visual Analytics</li> </ul> <p>B. RISL is also equipped with big data analytics platform (Hortonworks) with an overall capacity of 1 Petabytes at its State Data Center (SDC).</p> <p>C. Tableau</p> <p>D. Qlick</p>
<p>Note: These components shall be provided by RISL/ RSDC/ DoIT&amp;C and bidder need not to include the cost of these products in the financial bid.</p>		

#### 4.1.1.3. Integration with other applications/modules:

- A. The bidder shall be responsible for providing integration support and/ or complete integration activities for integrating the application's modules/ submodules with other applications/ modules that may be decided in future course of action by RISL during the entire contract period.
- B. The modules shall be designed and developed considering integration possibilities with the following tentative list of third-party applications/ systems in DOIT&C/ RISL:

S.No.	Third Party Application	Purpose of Integration
1.	RajSSO	Authenticated access to users
2.	E-Mitra	If e-mitra Kiosks are used as stakeholder of the scheme
3.	Rajasthan Payment Platform (RPP)	If required for payment receipt/ transfer
4.	E-Sanchar & Rajmail	SMS and e-Mail gateway
5.	RajDharaa	Rajasthan state's GIS platform for mapping/ dashboards
6.	RajMaster	Source of administrative boundaries
7.	e-Bazaar	If user department needs services of e-Bazaar
8.	SIMS	Supply & Inventory Management System (If requires)
9.	IFMS	If user department/ GOR requires to share the information with IFMS
10.	Janaadhaar/ Adhar / GSTIN/ PAN/ Passport Sewa/ Vahan	<ol style="list-style-type: none"> <li>1. Authentication of beneficiaries/ tourists</li> <li>2. Authentication of stakeholders</li> </ol>
11.	Dept. Web	Information sharing to departmental websites or internal portals
12.	Logistic/ Supplier Application	To track supplies if any
13.	Any other application	To maintain single source of information/ process

- C. The integration layer will consist of various web APIs of various third-party applications which will be available to the selected bidder on enterprise service bus i.e. RajeSewadwar. The selected bidder will also ensure that the APIs of OBMS should be uploaded at RajeSewadwar for consumption by 3<sup>rd</sup> Party application.
- D. The integration possibilities/ solutions will be envisaged and deployed gradually during the entire period of contract.



#### 4.1.1.4. Testing of Developed Modules/ Functionalities:

Testing of developed application majorly covering performance, security, load and integration testing and undertake the following activities: -

- A. Prepare & submit Test Strategy, Test Plan and Test Cases to RISL
- B. Obtaining sign-off on testing approach and plan.
- C. Conducting testing of various components/ modules of the software developed. The bidder shall be required to share the testing documents and standards with the designated third party auditor (TPA), wherever applicable/ required.
- D. Execute and perform various application/ modules testing like performance, load, security, quality testing etc.

#### 4.1.1.5. User Acceptance Testing (UAT)

- A. Prepare detailed UAT plans, schedules, procedures and formats.
- B. Preparation and submission of detailed UAT plans/ schedules/ procedures/ formats.
- C. Obtaining sign-off on testing approach and plan from the designated authority.
- D. Performing Software Testing: Conducting and demonstrating testing of various components/ modules of the software developed.
- E. The bidder shall be required to share the testing documents and standards with the designated software testing team, wherever applicable/ required.
- F. Rectifying the Software issues/ bugs reported during the testing up-to the satisfaction of RISL/ User Department/ Other Designated Department.
- G. During UAT, the developed application shall be deployed in the RSDC Staging Server.
- H. All the costs towards testing & commissioning to be borne by the selected bidder, however the environment of development/ staging server will be provided by RISL.

#### 4.1.1.6. Security Audit / Safe to Host Certification of Developed Modules:

The selected bidder will ensure and submit Security Audit report / Safe to Host Certification of the developed application by certain empanelled third-party external agencies with Government of India as and when required.

The bidder will also provide assistance to RISL team in undertaking Security Audit / Safe to Host Certification of the developed application by third party external agency selected by DoIT&C/RISL as and when required and undertake the following activities:

- A. Ensure developed application is free from Vulnerability / bugs / defects etc. mandatory for clearing Security Audit / Safe to Host Certification as per the direction of RISL.
  - B. Share all the relevant documents like URS / Test Cases as required by the third party external agency
  - C. Incorporate desired changes in the developed application software suggested by the third party external agency
  - D. Based on the audit reports submitted by the TPA (if any), the selected bidder shall make the required changes to the website/ application at no extra cost and subsequently final spiral and design documents will be submitted to RISL for sign off.
- a. The audit shall cover the following aspects tentatively of the project: -

<b>Service/ Audit Type, Methodology &amp; Deliverable</b>	
<b>1) Vulnerability Assessment of the critical servers and network devices</b>	<p><u>Methodology:</u> This is a security audit and privilege access and administrator assistance is required for configuration audit. This is done directly on the system with physical and logical access. System configuration checking and vulnerability scanning is performed to find out weaknesses, vulnerabilities and mis-configuration in the target hosts.</p> <p><u>Deliverable:</u> A detailed report with discovered vulnerabilities, weaknesses and mis-configurations with associated risk levels and recommended actions for the risk mitigation will be submitted.</p>
<b>2) Penetration testing of the systems and networks (External and Internal)</b>	<p><u>Methodology:</u> Penetration Testing (PT) is normally done remotely from public domain (Internet) and also can be done from internal network to find out exploitable vulnerabilities from internal network. No privilege access is required. Series of testing conducted like information gathering from public domain, port scanning, system fingerprinting, service probing, vulnerability scanning, manual testing, password cracking etc. using state-of-the-art tools (commercial and open source) and techniques used by hackers with a objective to unearth vulnerabilities and weaknesses of the IT infrastructure.</p> <p><u>Deliverable:</u> A detailed report with discovered vulnerabilities, weaknesses and mis-configurations with associated risk levels and recommended actions for the risk mitigation will be submitted. Additionally a demonstration of penetration (if possible) as a Proof of Concept (only to prove possibility and not to cause real damage) may be given.</p>
<b>3) Application Security Assessment</b>	<p><u>Methodology:</u> Different software testing techniques are employed to unearth application security vulnerabilities, weaknesses and concerns related to Authentication, Authorization, Session Management, Input/output Validation, Processing Errors, Information Leakage, Denial of Service etc. Typical issues which may be discovered in an application security audit include Cross-site scripting, Broken ACLs/Weak passwords, Weak session management, Buffer overflows, Forceful browsing, CGI-BIN manipulation, Form/hidden field manipulation, Command injection, Insecure use of cryptography, Cookie poisoning, SQL injection, Server mis-configurations, Well-known platform vulnerabilities, Errors triggering sensitive information leak etc. For web applications OWASP (Open Web Application Security Project) guidelines is used for the assessment. All the assessment is carried out using both state-of-the-art tools and manual testing methods.</p> <p><u>Deliverable:</u> A detailed report with discovered vulnerabilities, weaknesses and mis-configurations with associated risk levels and recommended actions for the risk mitigation will be submitted.</p>
<b>4) System Performance Testing/ Monitoring</b>	<p><u>Methodology:</u> Today's business systems have changed dramatically at the advent of multi-tier architecture. Organization's need to support 3 or more tiers involving, network infrastructure, web servers, application servers, databases, etc. Troubleshooting and to find out the root causes of the performance problems is the basic scope of this test. State of the art tools should be used to monitor and analyse the network traffic/ performance issues.</p> <p>To pin-point which tier is causing problems by inserting unacceptable latencies for the end users. Isolation of the fault to the application, system or network further speeds resolution and minimizes finger pointing among support groups and vendors.</p> <p><u>Deliverable:</u> A detailed report with discovered performance issues, weaknesses and mis-configurations with associated risk levels and recommended actions for the risk mitigation will be submitted.</p>

#### 4.1.1.7. Implementation and Support:

- A. The bidder shall be responsible development & deployment of new application and migration of existing applications and respective database to new application if any.
- B. The bidder shall be responsible for implementation/ deployment of enhanced modules/ new developed modules/ any other required changes in the application during entire period of the contract.
- C. The bidder shall coordinate and provide support to all stakeholders of the project for successful implementation.
- D. The selected bidder has to deploy required onsite resources to provide support and maintenance of the existing and to be developed application.

- E. The selected bidder will also ensure support and maintenance of the existing application of e-Bazaar till the migration of existing application to new application as per the services mentioned in the Operations & Maintenance section of this RFP.

#### 4.1.1.8. Training and Capacity Building:

- A. The bidder shall be responsible for providing training for new modules and enhanced functionalities to the selected officials by DOITC/ RISL/ User Department/ Other Designated Department.
- B. The bidder shall provide resources (Trainers) for onsite or offsite training as and when required. The schedule of the training programs shall be intimated to the selected bidder in advance atleast 4-7 days before from the date of the training program.
- C. The bidder shall be responsible for preparing Training manuals for all the modules and shall update the training manuals and user manual of the application every month by incorporating the enhancements in each module.
- D. RISL may engage the bidder as and when required for providing training support during any VC/ training session scheduled for the stakeholders at various levels.
- E. The training locations in Rajasthan, batch size, mode of training (Onsite/ Offsite), duration etc. will be decided with the User Department/ Other Designated Department, Rajasthan as and when required.
- F. User Department/ RISL/ Other Designated Department will arrange infrastructure for training.

#### 4.1.1.9. Operations & Maintenance (O&M) Services of Technical solution

*(Please Refer Section 4.1.8.2.)*

#### 4.1.2. Seller Management:

These are various types of organizations registered under the ambit of government department or manufacturer/ suppliers registered as Self help groups in various livelihood schemes or startups registered in iStart program or MSMEs / artisans/ weavers registered under industry department etc. or PSUs or Central/ other state government's organizations termed as "Seller" role in the system.

The selected bidder will identify "prospective sellers" and establish communication with them to assess and prioritise their needs to prepare **business plan** for the seller. This plan includes but not limited to objectives, products, stores, payment terms, offers/ promotional activities, omnichannel digital strategy to ensure seamless, consistent and connected experience for sellers.

The selected bidder will also ensure smooth **onboarding of sellers**, agreement/ mou signing with e-bazaar 2.0 with details of stores, users & their respective roles with hierarchy in the stakeholder's organization as well as in the system etc.

The selected bidder will majorly define and implement processes, SOPs, templates etc. related to:

##### 4.1.2.1. Sourcing Reference:

The selected bidder will provide formats to collect list of products with the details of dimensions/ units/ price for product registration online as well as offline mode. Here, if the seller and it's respective suppliers use sells & inventory management system (SIMS) to manage counter sell then the information of product's source/ production/ inventory will flow seamlessly to e-Bazaar in integrated manner.

#### **4.1.2.2. Support in Production Management:**

The selected bidder will guide sellers (from manufacturing sector) to ensure optimum production of the listed products to maintain inventory at the respective seller's store for smooth order processing. The sellers will be advised to utilize SIMS to generate demand and manage inventory of raw material at their production site considering the past sell experience.

If the seller is not using SIMS or any inventory management solution, the selected bidder will provide interface in e-Bazaar 2.0 with required processes to provide & collect information related to projection on sell & required inventory of product to help seller to manage their production line.

#### **4.1.2.3. Order Management:**

The selected bidder will ensure that sellers manage orders in line with timelines defined to ready for pickup as per SLA of logistic partner. The return or replacement of orders will also be managed by the seller according to the policies defined for the processes of this category. The selected bidder will define and implement all procedures related order processing, return & replacement at seller's end.

#### **4.1.3. Product Management:**

The selected bidder will be responsible to define and implement processes, SOPs, templates etc. to product management of the onboarded seller as per the business plan decided at the time of onboarding of the seller.

##### **4.1.3.1. Product Listing:**

The selected bidder will be responsible to define and implement processes, SOPs, templates etc. for various categories and subcategories of products of the onboarded sellers. The required parameters will also be defined for each category/ sub category of a product such as dimensions/ weight/ unit etc.

The selected bidder will ensure with sellers for proper listing and cataloguing of the products of the seller of their respective area in the system for sell.

As moderators, the selected bidder will review and approve each and every add-ons in the products corresponding to product publishing.

Unique product ID for each product will be created as per composite ID principal where the Seller's ID/number will be included.

The services related to cataloguing of products for the sellers registered under G2C/ G2B / G2G will be provided by the selected bidders. The services include but not limited product identification, listing, catalogue photography etc. The selected bidder will ensure that each image/ photograph should be in HD quality and the other variant of the image should be provided in the format of JPEG at 1500X1200/ 3000X1200/ any other required size with 72-300 dpi resolution or suitable to e-commerce industry standards.

##### **4.1.3.2. Pricing & Offers:**

The selected bidder will define and implement processes, SOPs, templates, masters of pricing & offers on a product on regular interval or season in consultation with respective sellers to develop seller and promote sell on e-bazaar.

The pricing & offers will be every kind of sell of the product such as bulk/ retail/ seasonal/ clearance/ discounted etc.

##### **4.1.3.3. Inventorying (Inventory Management):**

Inventory management includes stock maintenance of products by adding and removing of products in a store. The probable scenarios where the inventory status at a store may be affected, these are:

1. Add product in stock after submission by registered seller
2. Transfer of Product to buyer/ another store
3. Add product in the stock in case of return/ cancel order
4. Removing of products which will be damaged during handing/ other reasons

The selected bidder will ensure that aforementioned cases will be taken care by the system to manage & aggregate inventory. The selected bidder will also define masters and processes of inventory updation based on the products registered by sellers. Timely updation of inventory will also be ensured by the selected bidder if product is being sold on e-bazaar portal.

#### **4.1.4. Logistic Management:**

The selected bidder will be responsible for design and implementation of end-to-end management of the logistic operations considering them as backbone of any successful e-commerce ecosystem. The selected bidder will perform logistic operational role to cover following categories of critical processes of logistics.

##### **4.1.4.1. Warehousing:**

Wherever required to meet defined SLA for delivery/ pickup/ return/ replacement, the selected bidder will ensure warehousing of the onboarded products based on their demand. The warehousing can be done at the level of seller's store location or selected bidder's own premises or virtual as per the business plan prepared for seller and their respective products.

##### **4.1.4.2. Area Mapping:**

The selected bidder will ensure entire mapping of hierarchy wise operational area, area wise transporter & seller's stores/ warehouses, area wise Logistic In-charges and manage handover/ takeover. There will be one to one or one to many or many to many mapping for in-transit inventory/ processed or acknowledged orders for pickup/ delivery/ return/ replacement etc.

##### **4.1.4.3. Pick-up/ Delivery:**

The selected bidder will acknowledge and process orders of pickup/ delivery. The selected bidder will plan route for processing of the order which contains intermediate points/ transportation mode/ expected dates of pickup & delivery etc. The bidder will be responsible for pickup of product from source, any in-transit transfers and delivery to end customer. In case of cash on delivery (COD), the bidder will ensure collection of payment from the end customer and submission of amount to dedicated accounts.

##### **4.1.4.4. Return/ Replacement:**

The cancelled orders/ wrong delivery/ return cases will also be handled by the selected bidder in the area mapped in the system for their logistic services. To minimize risk of false delivery/ wrong shipment/ theft/ lost items and enhance transparency & satisfaction level of end customer, the selected bidder should update each stage of shipment till successful delivery.

#### **4.1.5. Content Management:**

The selected bidder will define and implement processes or subprocesses of content management for SEO keywords/ IEC materials/ Blogs/ social media channels (Facebook/ Twitter/ Instagram etc.)/ sellers/ products/ packages/ promotional activities/ SOPs/ Compliances etc. in the form of video, audio, text and image. The information will be available to portal/ mobile app as per the interest shown by the customer while selecting/ exploring any product.

The selected bidder will perform various activities of content management life cycle during the entire contract period for e-Bazaar 2.0 portal, as follows:

#### 4.1.5.1. Create:

- a. The selected bidder will collect requirement of content (base content including photos or videos) from DOIT&C/RISL/ Other stakeholders and create a plan to govern the entire content management life cycle which may include but not limited to the content for IEC materials/ Blogs/ social media channels (Facebook/ Twitter/ Instagram etc.)/ the products/services/ processes/ promotions/ discounts/ offers/ SOPs/ Compliances etc.
- b. After finalizing the plan stage the selected bidder will write the content and to modify the content as per feedback received from DOIT&C/RISL/ Other stakeholder department to get approval/ sign off for publishing.

#### 4.1.5.2. Publish:

- a. Template input: The approved content will be published in the desired templates at e-Bazaar 2.0 portal.
- b. Keywords: In case of social media/digital platforms, the selected bidder will identify keywords to manage SEOs.
- c. Version/ Expiry Control: The version/ expiry of content will be managed during the period contract and requirement.

#### 4.1.5.3. Manage:

- a. Review: The approved and published content will be reviewed time to time considering the requirements of updates and new requirement.
- b. Archive/ Delete: The category wise content archival policy and management of content versioning will be maintained.

#### 4.1.6. Marketing & Promotion:

The selected bidder will be responsible to create and implement processes of **social media management with below the line marketing (BTL), search engine optimization (SEO)** etc. for marketing & promotion of e-Bazaar portal and registered products & sellers.

The selected bidder is responsible to run the entire show during the contract period with the supportive activities and re-engineered processes to increase footfall on the portal as well as sell of the registered products and improve satisfaction level of buyer.

##### 4.1.6.1. Social media management with below the line marketing (BTL):

The Selected Bidder will provide required services for design and implementation of **social media management with below the line marketing (BTL)** strategy for the following required processes which includes but not limited to.

##### A. Comprehensive Digital Outreach Strategy:

- a. Selected Bidder shall study & analyse the existing Digital Outreach Strategies, technical development on e-Commerce domain and also of similar nature available elsewhere to make this a successful Project to benefit the Rajasthan state.
- b. Selected Bidder shall be responsible for creation and execution of Digital Outreach plan for e-Bazaar 2.0 and respective stakeholders of Rajasthan State. This plan would be for One + Two years but can be extended up to additional one year. The plan would also have yearly milestones. Each yearly milestone would have set of quarterly goals; further divided in monthly activities & objectives.

- c. Selected Bidder shall also build the buyer's personas, which would be helpful for content creation, optimization and targeting different segments in a more effective way.
- d. Selected Bidder shall present this comprehensive Digital Outreach plan for the approval and feedback of Procuring Entity / Concerned Department and shall incorporate these inputs for approval by Procuring Entity / Concerned Department.
- e. Procuring Entity would review the progress regularly and would recommend the modifications in the plan, based on the outputs.
- f. Selected Bidder will employ a cross-channel social strategy so that the objectives are aligned across all the social networks where e-Bazaar 2.0 & respective stakeholders are present as a Brand.
- g. Selected Bidder will on the directions of Procuring Entity will conduct A/B testing (also known as split testing) for measuring two social media posts against each other to see which performs best.
- h. Selected Bidder will carry out Mass Media Network Platform analytics and will follow a matrix on social media performance and use that data to improve strategy. For example, watching your engagement rate over time to see if your posts are becoming more or less compelling to your followers)
- i. On directions of Procuring Entity the Selected Bidder will carry out Conversion rate (CR) Test to see if mass media network outreach goals in terms of increasing conversions have been achieved or not. (conversion rate is the percentage of users who see posts or ad who then take a specified action. That action is called a conversion, and it could mean online booking or purchase of an item (from recommended online portal) or a variety of other acts. For the Procuring Entity CR will be an important metric for analysing how effective was the post /ad created by the Selected Entity)
- j. Procuring Entity / Concerned Departments shall monitor and provide feedback on the same from time to time.

**A. Digital Outreach Consultancy /Workshop / Trainings:**

- a. Selected Bidder shall provide consultancy to the Procuring Entity on Digital Outreach Strategy on promoting e-Bazaar 2.0 & respective stakeholder's products/ services on time-to-time basis.
- b. Selected Bidder shall also update the Procuring Entity on monthly basis about the latest updates & trends, successful case studies across the globe ( with more emphasis on e-commerce sector), emergence of new buyers & sellers engagement platforms, etc.
- c. The Selected Bidder shall also provide training to respective stakeholders / Departments on Digital Outreach Program.

**B. Mass Media Network Platform Query Management & Online Reputation Management:**

- a. Selected Bidder shall design and implement the Mass Media Network Platform Query Management & Online Reputation Management Strategy which will be further reviewed and approved by the Procuring Entity / Concerned Department. Selected Bidder will be responsible for maintaining online reputation of all managed social media handles.
- b. The queries received on all Mass Media Network Platform which need not require inputs from the concerned stakeholder must be replied to within 24 hours and all queries which require a consultation with the concerned stakeholder should be notified to concerned Nodal Officer of the stakeholder at the earliest and followed up regularly with the concerned Nodal Officer to reply to the complainant at the earliest. The reply should be given within 2 working hours after receipt of response from the concerned

Nodal Officer. This whole process should not take more than 2 working days. Please note that the timelines mentioned are indicative. The timelines and process would be defined / reviewed by the Procuring Entity in mutual consultation with the Selected Bidder.

- c. It would be preferable to have automated process for query tracking & resolution. The Selected Bidder shall use leading Industry-Standard Tool(s) onsite. Selected Bidder shall be responsible for purchasing these tools & license(s) / Subscription(s) without any financial obligation for Procuring Entity.

### **C. Mass Media Network Platform Listening, Monitoring and Media Tracking**

- a. Sentiment Analysis, Media Tracking, Mass Media Network Platform Listening, Monitoring and mentions tracking.
- b. The Selected Bidder shall use leading industry-standard monitoring/listening tool (preferably one of the leaders or strong performers from The Forrester Wave™ Social Listening Platforms, Q3 2018) onsite for analyzing comments / remarks about Particular keywords / entities in various media like national / international / regional newspapers, magazines, blogs, forums, review websites, social media platforms, etc. both offline & online (in Hindi & English). Procuring Entity is having Meltwater subscription for a year. Therefore, it is preferable to have different leading industry- standard monitoring / listening tool than Meltwater).  
(Note: Offline media, including national / international / regional newspapers, magazines, periodicals, etc. also needs to be monitored and inputs / analysis/ reports need to be provided digitally).
- c. The Selected Bidder shall also be responsible for purchasing the license(s) / Subscription(s) of Social Media Listening / Monitoring Tool(s) without any financial obligation for Procuring Entity.
- d. The Selected Bidder will plan and execute Mass Media Network Monitoring Program across all Mass Media Network Platforms. Said Programme will monitor multiplekeywords and provide a dashboard to the Procuring Entity to view the same.
- e. The key languages to be monitored will be English and Hindi.
- f. In the event of unforeseen occurrences, the Selected Bidder will have to take proactivesteps to assist the Procuring Entity communicate effectively using various media deemed fit.
- g. The Selected Bidder shall submit Trend tracking analysis and early warning reporting system and response to the Procuring Entity.

### **D. Blog & Articles Management:**

- a) The selected Bidder would create multiple blog/ articles entries every month as per the promotional requirement.
- b) It should have easy to navigate menu, social media and, e-mail subscription, multiple comment options and advertisement facility.
- c) There should be provision for incorporation of News Reels and External Content.
- d) Blog must be dynamic with Content optimization, SEO and promotions.
- e) The posts on the blogs must be displayed in Reverse Order and should be relevant.
- f) The topics for the articles shall be provided by the Procuring Entity / Concerned Department.



- g) The Articles will be created by the Selected Bidder within two days once the topic is given by the Procuring entity/ concerned stakeholders and after it is vetted will be posted at the earliest but not later than 12 hours by the Selected Bidder.

#### **E. Expansion of Digital Outreach (Amplification):**

The Selected Bidder shall suggest & set periodic targets of growth in consultation with Procuring Entity in number of followers and reach, etc. The Selected Bidder shall also perform required activities to achieve those targets. Procuring Entity may revise the targets in exceptional circumstances after analysing the performance, trends, requirements and insights (revised targets would not be higher than the ones mentioned above).

#### **F. Reporting:**

- a. The Selected Bidder must submit Weekly, Monthly, Quarterly, Half-Yearly and Annual Digital Outreach & Social Media Reports to the Procuring Entity / Concerned stakeholder, containing detailed analysis, insights, results, improvement areas and future course of action.
- b. The selected bidder will prepare reports on various parameters as per latest trends of e-commerce sector. These parameters may include but not limited to:
- Number of visitors on e-Bazaar 2.0 portal with Average Session, Pageviews per session, Bounce Rate, Referral sources etc.
  - Number of likes/ clicks on # etc. on the content published on various e-Bazaar 2.0 portal/ social media handles/ blog pages etc. with subscriber growth rate, pay per click (PPC), cost per conversion (CPC), Average Click Through Rate (CTR), Traffic to Lead Ratio, Lead to Customer Ratio etc.
  - Number of transactions on e-Bazaar 2.0 portal with Conversion Rate (CR), Cart Abandonment Rate (CAR), Cart Conversion Rate (CCR), Purchase Frequency, Churn Rate, Repeat Purchase Rate (RPR)
  - Satisfaction of Visitors on e-Bazaar 2.0 portal (Information/ Content/ Virtual Experience/ Accessibility / purchase transactions / product quality experience etc.) with Customer satisfaction (CSAT) Score, Net Promotor Score (NPS), Customer Retention Rate (CRR) etc.
- c. Any ad hoc reports required by the Procuring Entity / Concerned stakeholder.
- d. Selected Bidder shall provide the online dashboard for the Procuring Entity to access the real-time status, insights, reports, etc. The mechanism for reports could be mutually decided between the Selected Bidder and Procuring Entity / Concerned Stakeholder.

#### **G. Data Security & Fraud Prevention:**

- a. The Selected Bidder will undertake that all process and standards are being followed to ensure that the data is secure and is immune to any fraudulent activity.
- b. Data security and confidentiality is very important during project execution. No Government data will be taken offsite for any project related work.

#### **4.1.6.2. Search Engine Optimization:**

The selected bidder will provide required services during the entire period of contract for **search engine optimization / marketing** for the various the products/services/ processes/ promotions/ discounts/ offers/ SOPs/ Compliances etc.

available at e-Bazaar 2.0 which include but not limited to:

- a. The selected bidder must use the genuine and industry acceptable techniques for SEO which includes but not limited to:
  - Publishing the highest-quality text content on e-Bazaar 2.0
  - Creating a user-friendly interface
  - Sharing your page link on social media
  - Optimizing Front end
- b. The selected bidder will be responsible for Onsite SEO (Keyword research/ Quality content/ Internal Linking/ Metadata & Image Optimization etc.), Offsite SEO (Blogs/ Competitor research and analysis/ Ads etc.), Technical SEO (Site Load time/ UI/UX optimization/ Crawl error identification/ Keyword cannibalization audit/ Content Audit etc.) and Local SEO (Ranking in geographical boundaries like state/ country/ world etc.).
- c. Keyword research and grouping: The selected bidder will conduct keyword analysis based on e-Bazaar (Specifically the products/ services available at e-Bazaar 2.0), target audience, and competitors.
- d. Content performance analysis & optimization for SEO: The selected bidder will analyse content to craft unique, specific, and helpful content.
- e. Backlinks management, audit and analytics: The selected bidder will check periodically the backlinks from and to e-Bazaar 2.0 while providing suggestions and competitors' backlinks data (if any).
- f. The selected bidder has to conduct monthly Technical SEO audit and subsequent modifications to the e-Bazaar 2.0 based on the audit results.
- g. The selected bidder will setup of Google Analytics, Google Search Console, Google Ads, Google My Business, Bing Ads, Bing Places, etc.
- h. The selected bidder will analyse data from social networks based on user behaviour, keyword searches, and blog pages to boost e-Bazaar 2.0's traffic through organic search engines.
- i. The selected bidder will provide detailed analytics on the flow of visitors with their sources, behaviour on the site, and the keywords they used to manage organic SEO.
- j. The selected bidder will use leading industry-standard SEO tools (like SEMrush, Ahrefs, Ubersuggests, Moz Pro, etc.) onsite without any extra cost to RISL/DoIT&C..

#### **4.1.7. Buyer/ End Customer Management:**

The success of the overall project and all respective activities to be done by the selected bidders are directly depends on the largest stakeholder of the project i.e. buyer/ end customer. Therefore, the selected bidder will ensure all processes/ subprocesses/ activities needs to be performed for:

##### **4.1.7.1. Customer Acquisition:**

To reach out new customer, the selected bidder will perform search engine optimization, search engine marketing (paid advertisement that includes both cost per click and cost per thousand impressions), social media marketing (that includes both cost per click and cost per thousand impressions), email campaigns, display advertisements using various ad networks, referral programs, re-targeting campaigns etc.

Along with parameters mentioned for new customer acquisition in the section 4.1.6, the selected bidder will also define and implement KPIs for other BTL marketing efforts such as e-mail/ SMS/ whatsapp etc. list growth rate, e-mail/ SMS/ whatsapp etc. bounce rate, e-mail/ SMS/ whatsapp etc. open rate, e-mail/ SMS/ whatsapp etc click through rate (CTR), conversion rate etc.

#### 4.1.7.2. Customer Engagement:

To keep engage existing customer or improve loyalty of the customer towards e-bazaar 2.0 or increase repeat purchases of same/ new products of same brands or purchases of new brands/ products, the selected bidder will design and publish offers/ discounts/ offers during special seasons/ packages/ suggestions for purchases etc.

The selected bidder will have to establish and maintain a robust support mechanism for grievance/ queries/clarifications addressal regarding the products displayed and enhance interaction with customer support catboats or executives to know more about policies on returns and exchange, etc.

The selected bidder will also be responsible to instil superior trust in the minds of customers through various social media channels and offering them accurate and context-specific information and content. To measure results of these efforts, the selected bidder

The KPIs w.r.t. customer engagement activities will be defined, implemented and improved.

#### 4.1.7.3. Customer Retention:

To improve level of retention of customer, needs empowerment of customer services. The selected bidder will have to ensure that queries/ support required by individual customer are to be addresses properly. There should be proper mechanism for feedback or rating from individual customer on products/ services provided on e-bazaar 2.0 and technical issues. The selected bidder will be responsible to provide customer self-service support by AI-enabled chatbots, community forums and knowledge base/ SOPs on various parameters, **customer review and proactively collection of feedback** on social media & e-Bazaar 2.0 platforms along with traditional **helpdesk management**.

#### Note:

1. The selected bidder must provide all required services as mentioned above for the sellers who will be under G2C/ G2B / G2G sells and responsible to promote their sell.
2. The selected bidder will ensure that the all SOPs/ Guidelines/ SLA/ Processes etc. defined for e-Bazaar 2.0 must be followed by the sellers who will be registered under B2G/B2C/B2B sells. The sellers registered under B2G/B2C/B2B sells may opt for the services of logistic/ cataloguing from the selected bidder as per the rate finalized at e-bazaar 2.0. If the sellers do not opt these services, the selected bidder will provide proper interface to the sellers to provide requisite information on time. If any issue observed/ reported in cataloguing/ product quality/ delivery etc. the selected bidder will impose applicable penalties on the sellers as per the SOPs/ agreements.
3. The Selected bidder will be responsible to manage payments and reconciliation of accounts of various stakeholders such as sellers/ buyers/ logistic partners etc.

#### 4.1.8. Operations & Maintenance Services (O&M):

Selected Bidder shall provide O&M for a period of three years including following major activities but not limited to:-

##### 4.1.8.1. Facility Management Services

The FMS services includes but not limited to coordination with various stakeholders of the project, the selected bidder will perform all activities defined in section 4.1.2. to 4.1.7 to enhance customer acquisition, engagement and retention during the entire period of contract for e-Bazaar 2.0 and **ensure support and maintenance of the existing stakeholders of e-Bazaar 1.0 till the migration of existing application to new application.**

The selected bidder has to achieve following quarterly targets for end to end successfully delivered number of orders (without cancellation, return & delay in delivery) on e-bazaar 2.0 portal during the period of O&M:

Duration	Quarter-1	Quarter-2	Quarter-3	Quarter-4
Year-1	Minimum 5000 orders	Minimum 7000 orders or 40% growth on previous Quarter's orders whichever is higher	Minimum 10000 orders or 45% Growth on previous quarter's orders whichever is higher	Minimum 15000 orders or 50% growth on previous Quarter's orders whichever is higher
Year-2	Minimum 15800 orders or 5% growth on previous quarter' orders whichever is higher	Minimum 16600 orders or 5% growth on previous quarter' orders whichever is higher	Minimum 17500 orders or 5% growth on previous quarter' orders whichever is higher	Minimum 18400 orders or 5% growth on previous quarter' orders whichever is higher
Year-3	Minimum 19400 orders or 5% growth on previous quarter' orders whichever is higher	Minimum 20400 orders or 5% growth on previous quarter' orders whichever is higher	Minimum 21500 orders or 5% growth on previous quarter' orders whichever is higher	Minimum 22600 orders or 5% growth on previous quarter' orders whichever is higher

**4.1.8.2. O&M Services for Technical Solution:**

- A. The selected bidder will also ensure support and maintenance of the existing application of e-Bazaar 1.0 till the migration of existing application to new application as per the services mentioned in the Operations & Maintenance section of this RFP.**
- B. The selected bidder shall manage complete operations and maintenance along with new development of the new developed & deployed solution/ application to adhere activities defined in section 4.1.2. - 4.1.7. & 4.1.8.1. and ensure that the developed application is bug/ error free, running smoothly and simultaneously incorporate necessary changes in the application functionality as approved by RISL.
- C. The bidder shall provide the minimum dedicated manpower onsite mentioned in the scope at RISL/User Department/ Other Designated Department for day-to-day operations and maintenance of the overall project as per the awarded scope of work. The bidder, if required, with prior permission from RISL, may also deploy additional manpower for smooth functioning of the project and at no extra cost.
- D. The bidder, with the help of the deployed manpower, shall be responsible for: -
  - (a) End to end management of the helpdesk by logging and resolving the complaints of the various locations to ensure that the solution is functioning as intended and that all the problems associated with the operations are resolved satisfactorily.
  - (b) Overall administration, operations, monitoring, maintenance, MIS generation etc. of the Application software and to ensure the desired uptime. This would also include bug fixing, content management (content collection, translation, conversion, upload), database management, minor changes to the application software, reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.
  - (c) The bidder shall maintain version control and archives of source code, web site content and database.
  - (d) 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 deployed under the project.
  - (e) The staff provided by the bidder will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time. RISL will examine the qualification, experience etc. of the

personnel provided before they are put on positions. The bidder has to take approval from RISL for the proposed staff before their deployment. RISL reserve the right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.

- (f) At no time, the provided manpower 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 manning of all manpower posts by 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.
- (g) The proposed services shall be normally manned from 9:30 AM to 6:30 PM but may vary as per the requirement throughout the project period or as decided by RISL.

**(h) New Development and Enhancement:**

During the Operations & Maintenance Support phase, the bidder shall be responsible for doing any kind of new development including:

- a. Addition of new functionalities/ features/ modules envisaged by the procuring entity in the existing application
- b. Third-party Application integration
- c. Modification/ up-gradation/ enhancement in the Process or functionality to fix some complex problem requests or defect fixing to upgrade the application performance.
- d. Business Intelligence Analytics & MIS Reports as per new format defined by procuring entity as per their requirement
- e. The deployed resources shall work and undertake all the above mentioned activities and beyond as per the requirement of RISL/DoIT&C.
- f. It is envisaged that the new requirements during the O&M phase would be developed on an incremental basis with the changing scenarios and requirements of RISL. The Bidder shall employ an AGILE methodology of application/ module development. Methodology of SPRINT development and approval shall broadly include the following steps:
  - i. At the initial level of each SPRINT process the bidder is expected to map all the current requirements of RISL through various meetings and convert these requirements into SPRINT documents mentioning the approximate timelines for release of each points in the SPRINTs
  - ii. The SPRINT document shall be reviewed by the RISL for finalization of the time period for each activity mentioned in the SPRINT
  - iii. After finalization of the SPRINT, the bidder shall carry out necessary activities (including thorough testing) required for the SPRINT release within the stipulated timeframe
  - iv. The SPRINT shall be released within the stipulated time period and the status of each point shall be updated to RISL for necessary verification.
  - v. RISL shall conduct verification/ UAT of each requirement mentioned in the SPRINT and shall point out the failure points in the SPRINT

- vi. All the failed/ rejected points in a particular SPRINT shall automatically be included in the immediate next SPRINT for necessary rectification
- vii. The above process shall be followed for finalization and release of all subsequent SPRINTs during the entire project tenure

**4.2. Project Roll-Out Phases:**

The project activities for the required components of the solution will be implemented in phase wise manner as follows:

Phases	Particular	Scope References
Phase-1	4. Migration of existing sellers, Products & processes of e-Bazaar 1.0 to e-Bazaar 2.0 5. Any New sellers, Products & Processes at e-Bazaar 2.0	1. Undertake activities Mentioned in Section 4.1.1. - 4.1.7., 4.1.8.1. & 4.1.8.2. (A)
Phase-2	1. Operation & Maintenance Services	1. Undertake activities Mentioned in Section 4.1.8.

**4.3. Resource Deployment:**

- a) The bidder shall provide sufficient number of technical and functional resources of minimum required technical qualifications and experience as mentioned in the RFP.
- b) Also, it would be the responsibility of the bidder to retain the deployed manpower for the entire Contract/ Project duration or in the event of a resource leaving the employment with the bidder, the same shall be notified well advance in time to DOITC/ RISL and thereafter be immediately replaced with another resource of equivalent minimum qualifications and experience.
- c) As Hindi is Official Language of the Government of Rajasthan, the bidder has to appoint personnel having proficiency with Hindi language.
- d) The selected bidder has to deploy the following technical manpower with laptops/ connectivity with of required experience and qualification at onsite as per Annexure-13 as given below:

S.No.	Description	Quantity	
		Phase-I	Phase-II (O&M Phase)
<b>A.</b>	<b>Planning, Management &amp; Coordination Team</b>		
1	Program Manager	1 (On Site)	1 (On Site)
2	Project Management & Moderator Support	3 (On Site)	6 (On Site)
3	Catalogue/ Listing Expert	1 (On Site)	2 (On Site)
<b>B.</b>	<b>Technical Team</b>		
4	Technical Project Manager	1 (On Site)	1 (On Site)
5	Team Leads/ Senior Software Developers	3 (On Site)	1 (On site) & 2 (Off Site)
6	Software Developer	3 (On Site)	2 On site & 1 (Off Site)
<b>C.</b>	<b>Digital Marketing Team</b>		
7	Content Manager	Off Site/ On Site	Off Site/ On Site
8	Content Writers	Off Site/ On Site	Off Site/ On Site
9	Social Media Experts	Off Site/ On Site	Off Site/ On Site

10	SEO Experts	Off Site/ On Site	Off Site/ On Site
<b>D.</b>	<b>Legal &amp; Administration Team</b>		
11	Legal Manager	1 (Off Site/ On Site)	1 (Off Site/ On Site)
12	Finance & Account Manager	1 (Off Site/ On Site)	1 (Off Site/ On Site)
13	Project Coordinator cum Technical Support	2 (On Site)	2 (On Site)

- e) In addition to above, mobile app developers/ software developers/ DBA/ Database Developers/ Designers/ Testers (QAs)/ Business Analysts/ Content Management Professionals/ SEO professionals other required resources as per SDLC process and scope mentioned in the RFP and requirements to be finalized in the project will be aligned by the selected bidder offsite. The list of resources (onsite & offsite) who will be involved in the project will be provided by the selected bidder as and when required by RISL.
- f) Two senior software developer and two project coordinators cum technical support resources of phase-I dedicatedly work for support, maintenance and required new development in e-Bazaar 1.0 application.
- g) The selected bidder has to provide details of each manpower to be deployed for the project in the format given at Annexure-14.
- h) The selected bidder will have to deploy more technical resources for documentation, development, designing, testing, database administration, deployment or any other activity of SDLC, the selected bidder may maintain sufficient manpower any time considering scope of the work and SLAs defined in the RFP without any additional cost to RISL/DOIT&C.

**4.4. Roles & Responsibilities of Stakeholders:**

**4.4.1. Responsibilities of RISL**

- A. Coordination with all the stakeholder involved for successful implementation of the enhanced feature and new modules
- B. Provide administrative support to the bidder
- C. Review and approve project management plan and deliverables of the implementation agency/ system integrator
- D. Monitor the progress of the project
- E. Assist in getting statutory approval from the concerned authority
- F. Approval of change management upon requests received from bidder
- G. To ensure timely project milestones sign offs
- H. Overall Project Management

**4.4.2. Responsibilities of User Departments**

- A. To ensure active participation from the departmental users
- B. To identify and appoint nodal officer for facilitating the project execution
- C. Explain the functional requirements and provide required inputs/formats/documents/data in detail to the bidder
- D. To conduct review meetings at defined regular intervals to monitor the overall progress of the project.
- E. Provide feedback on changes to be in the solution to improve usability of the application software.
- F. To ensure close coordination of all the participants and the external agencies involved in the project.

**4.4.3. Responsibilities of the Selected Bidder:**

- a. To design, develop, test, and implement a secure, scalable solution in secure manner and in line with IT Architecture and IT policy of Govt. of Rajasthan.
- b. Adopting open, interoperable standards by following international and national industry and govt. standards.
- c. To perform activities in time bound manner as defined in the scope of the work and the RFP.
- d. To coordinate with all stakeholders of the project as per RISL/ DOITC directions
- e. Achieved milestones, Deliver the deliverables (Softcopies & Hardcopies) and get sign off with in the timelines defined in the RFP.
- f. Adhere timelines and maintain the SLA mentioned in the RFP
- g. Prepare risk management plan and implement the plan whenever the risk occurred during the project.
- h. Submit softcopies and hardcopies of the all-project related documents to RISL/ DOIT&C.
- i. The selected bidder shall provide complete knowledge transfer (Technical and Functional) to RISL/ DOIT&C/ any designated agency selected by RISL/DOIT&C as and when required and the selected bidder will also maintain the developed application till the completion of KT as per the scope mentioned in the RFP for O&M.

**4.5. Project Deliverables, Milestones and Timelines**

Refer chapter 8 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT clause 8.1) Payment Terms and Schedule.



## **5. INSTRUCTION TO BIDDER (ITB)**

### **5.1. Bidding Procedure:**

The procedure of bidding in this RFP is National Competitive Bidding (NCB).

### **5.2. Sale of Bidding/ Tender Documents**

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective Bidder shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.
- c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

### **5.3. Pre-bid Meeting/ Clarifications**

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential Bidder in respect of the procurement and the records of such conference shall be intimated to all Bidder and where applicable, shall be published on the respective websites.
- c) The period within which the Bidder may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
  - a. Last date of submitting clarifications requests by the bidder: as per NIB
  - b. Response to clarifications by procuring entity: as per NIB
- d) The minutes and response, if any, shall be provided promptly to all Bidder to which the procuring entity provided the bidding documents, so as to enable those Bidder to take minutes into account in preparing their bids, and shall be published on the respective websites.
- e) The prospective bidders have to submit their queries in the format given at Annexure-9.

### **5.4. 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 Bidder sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.

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

**5.5. Period of Validity of Bids**

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

**5.6. Format and Signing of Bid**

- a) Bidder must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage-Two part/ cover system shall be followed for the Bid: -
  - a. Technical Bid, including fee details, eligibility & technical documents
  - b. Financial Bid
- d) The technical bid shall consist of the documents as per Annexure-2 in the sequence mentioned in the annexure.
- e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder’s letter head duly signed by authorized signatory as per Annexure-10 (FBCOVER.PDF)
2.	Financial Bid– Format	As per BoQ (.XLS) format available on e-Procurement portal (Annexure 10)

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

**5.7. 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.

#### **5.8. Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

#### **5.9. Bid Security**

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely:
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
  - a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c. the cancellation of the procurement process; or
  - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

#### **5.10. Deadline for the submission of Bid**

- 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 Bidder 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 Bidder 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.

#### **5.11. 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.

#### **5.12. Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the Bidder or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the Bidder 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 Bidder' 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 Bidder who have submitted the prescribed fee(s) to RISL).

- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the: -
  - a. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - b. bid is valid for the period, specified in the bidding document;
  - c. bid is unconditional and the bidder has agreed to give the required performance security; and
  - d. Other conditions, as specified in the bidding document are fulfilled.
  - e. Any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

**5.13. Selection Method:**

- a) The selection method is Quality Cost Based Selection (QCBS) considering scores achieved in technical evaluation and the grand total of BOQ1.
- b) The following method will be used to derive L1 bidder in this tender:
  - a. Conversion of achieved technical marks to technical score:

Grade	Range of Marks	Technical Score
Excellent	95-100	100
Good	86-95	90
Fair	75-85	80

- b. Conversion of financial bid amount to score:  

$$\text{Financial Score of a bidder} = (\text{Lowest Financial Bid Among the Bidders} / \text{Financial Quoted by a bidder}) \times 100$$
- c. Combined Technical and Financial Score (CTFS) with Weightage 70:30:  

$$\text{CTFS} = \text{Technical Score} \times (70/100) + \text{Financial Score} (30/100)$$
- d. Based on the CTFS scored achieved by the bidders, ranking of bidders will be given and the bidder who scores highest CTFS will be considered as L1 bidder.

**5.14. Clarification of Bids**

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.
- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

**5.15. Evaluation & Tabulation of Technical Bids**

- a) **Determination of Responsiveness**

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
  - i. "deviation" is a departure from the requirements specified in the bidding document;
  - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
  - i. if accepted, shall:-
    1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
    2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
  - ii. if rectified, shall unfairly affect the competitive position of other Bidder presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

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

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

**c) Tabulation of Technical Bids**

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the Bidder against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the Bidder have been found to be qualified in evaluation of Technical Bids and sign it.
- d) 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.

- e) The Bidder who qualified in the technical evaluation shall be informed in writing/ on e-procurement about the date, time and place of opening of their financial Bids.

#### **5.16. Evaluation & Tabulation of Financial Bids**

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

- a) For single part/ cover Bid system, where Bid is received in single cover along with requisite bid security, processing fee or user charges and price of bidding documents within specified time, it shall be considered for financial evaluation by the Bids evaluation committee;

OR

For two part/ cover Bid system, the financial Bids of the Bidder 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 Bidder 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 Bidder, 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 quality is also a criteria and the combined score of technical and financial evaluation is considered.
- 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.

#### **5.17. Correction of Arithmetic Errors in Financial Bids**

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

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

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

#### **5.18. Price/ purchase preference in evaluation**

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

#### **5.19. Negotiations**

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

#### **5.20. Exclusion of Bids/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
  - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;



- e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
  - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be:
- - a. communicated to the concerned bidder in writing;
  - b. published on the State Public Procurement Portal, if applicable.

#### **5.21. Lack of competition**

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- a. the Bid is technically qualified;
  - b. the price quoted by the bidder is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;
  - d. there are no obvious indicators of cartelization amongst Bidder; and
  - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

#### **5.22. Acceptance of the successful Bid and award of contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.

- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the Bidder in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the Bidder 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.

**5.23. Procuring entity's right to accept or reject any or all Bids**

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

**5.24. Right to vary quantity**

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

**5.25. Performance Security:**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State

Government may relax the provision of performance security in particular procurement or any class of procurement.

- b) The amount of performance security shall be 2.5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
  - a. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
  - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c)above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for Bidder, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

#### **5.26. 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 according to the rule 75A of RTPP rules. 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.

#### **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.
- d. 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.

#### **5.27. Execution of agreement**

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

#### **5.28. Confidentiality**

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of Bidder;
  - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with Bidder related to the procurement process in such manner as to avoid their disclosure to competing Bidder or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on Bidder and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

### 5.29. Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
  - a. at any time prior to the acceptance of the successful Bid; or
  - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all Bidder that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
  - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

### 5.30. Code of Integrity for Bidder

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
  - a. Prohibiting
    - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
    - iv. improper use of information shared between the procuring entity and the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
    - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
    - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
    - vii. any obstruction of any investigation or audit of a procurement process;
  - b. disclosure of conflict of interest;
  - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.

- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
  - a. exclusion of the bidder from the procurement process;
  - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - c. forfeiture or encashment of any other security or bond relating to the procurement;
  - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

### 5.31. Interference with Procurement Process

A bidder, who: -

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

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

### 5.32. Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings;
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Principal Secretary, IT&C, GoR  
Second Appellate Authority: Finance Department, GoR
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-12 along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
  - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
  - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
    - i. hear all the parties to appeal present before him; and
    - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### 5.33. Stay of procurement proceedings

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

### 5.34. Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or

causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

### 5.35. Offenses by Firm/ Company

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

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

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
- a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

### 5.36. Debarment from Bidding

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



**5.37. Monitoring of Contract**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the 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 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 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 bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

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

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

### **Definitions**

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

- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ 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/ 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/ 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/ 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/ 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/ 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/ bidder.
- k) "Supplier/ Successful or 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/ bidder.
- l) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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

### **6.1. Contract Documents**

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

### **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.

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

- a) Joint venture/ consortium/ association is allowed.

### **6.5. 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.

### **6.6. 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.

### **6.7. Supplier's/ Selected Bidder's Responsibilities**

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

### **6.8. Purchaser's Responsibilities**

- a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the

Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

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

#### **6.9. Contract Price**

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.
- c) The rate quoted by the bidder for each item mentioned in the tender shall remain valid for purchase by RISL for a period of one year and may be extended by 3 months on same terms and conditions subject to price fall clause.

#### **6.10. Contract Price Validity Period**

The rate quoted by the bidder for each item mentioned in the tender shall remain valid for purchase by RISL for a period of one Year and may be extended by 3 months on same terms and conditions subject to price fall clause.

#### **6.11. Recoveries from Supplier/ Selected Bidder**

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

#### **6.12. Taxes & Duties**

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

#### **6.13. Copyright**

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

#### **6.14. 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 user department /RISL or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

#### **6.15. 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.

#### **6.16. Rejection:**

- a) Module/ sub modules of the developed software not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of user department work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected Module/ sub modules of the developed software shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection or the timeline decided by the purchase officer, after which Purchase

Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such modules/submodules of the developed software as he/she thinks fit, at the selected bidder's risk and on his account.

- d) The manpower deputed by the supplier shall be reviewed by the purchaser in terms of its qualification, experience, efficiency, cooperation, discipline and performance and services. The purchaser, upon finding any deficiency in any of the parameter, may reject any of the manpower by giving 15 days' time, as decided by the purchaser, which the selected bidder has to replace within the given time frame

#### **6.17. Extension in Delivery Period and Liquidated Damages (LD)**

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
- i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorata progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the user department or RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
    - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
  - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.

- vi. If user department or RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

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

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. \*The percentage refers to the payment due for the associated works/ goods/ service.

#### 6.18. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) The aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the total contract value/amount/charges paid to the Supplier/ selected bidder until the time such claim was brought about, provided that this limitation shall not apply; i) to any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement, and ii) any damages payable due to the Gross Negligence or Wilful Misconduct of the Supplier/selected bidder. For the purpose of this clause, Gross Negligence or Wilful Misconduct shall mean;

"Gross Negligence" means any act or failure to act by a Party which was in reckless disregard of or gross indifference to the obligations of the Party under the Contract and which causes harmful consequences to life, personal safety or real property of the other Party which such Party knew, or would have known if it was acting as a reasonable person, would result from such act or failure to act. Notwithstanding the foregoing, Gross Negligence shall not include any action taken in good faith for the safeguard of life or property or a mistake made in good faith.

"Willful Misconduct" means an intentional disregard of any provision of this Contract which a Party knew or should have known if it was acting as a reasonable person, would result in harmful consequences to life, personal safety or real property of the other Party but shall not include any error of judgment or mistake made in good faith.

The above provision does not limit either Parties rights provided under applicable laws of Govt. of India.

**6.19. Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, due to rains at identified locations, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the user department or RISL, the user department or RISL may take the case with the supplier/ selected bidder on similar lines.

**6.20. Change Orders and Contract Amendments**

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
  - i. designs or specifications or requirement or functionalities of the application where services to be furnished under the Contract are to be specifically developed and deployed for the Purchaser;
  - ii. the place of delivery; and
  - iii. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

**6.21. Termination****a) Termination for Default**

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
  - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or



- b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
  - iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

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

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

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

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
  - a. To have any portion completed and delivered at the Contract terms and prices; and/or
  - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

### **6.22. Exit Management**

#### **a) Preamble**

- i. The word 'parties' include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

#### **b) Transfer of Assets**

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be as decided by purchaser period from the date of expiry or termination of the agreement, if required by

RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.

- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
- iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
  - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
  - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
  - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
  - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period
  - i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
  - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- d) Confidential Information, Security and Data

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

- i. Documentation relating to Intellectual Property Rights;
  - ii. Project related data and confidential information;
  - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
  - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
  - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
  - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected bidder
- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
  - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
  - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer

process or until the cessation of the services and of the management structure to be used during the transfer; and

- iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
- iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the selected bidder to support new operator during the transition period.

## **7. SETTLEMENTS OF DISPUTES**

Any dispute arising out of the contract shall be as per the provisions of Arbitration & Conciliation Act. 1996 and respective amendments of this act.

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

### 8.1. Payment Terms and Schedule

a) Payment schedule - Payments to the bidder, after successful completion of the target milestones and delivery of the specified project deliverables as per clause no. 4.3 of Chapter-4, would be made as under:-

#### Deliverable linked to Project Activity:

S.No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule	Payment Schedule
1	Agreement Signing	→ Signed Agreement	→ T*+15 Days	→ NA
2	Onsite Team Deployment	→ Deployment/ Joining Report of Team	→ T1 <sup>§</sup> = T+30 Days	→ NA
3	Services for Phase-1 as per Scope	<ul style="list-style-type: none"> <li>→ Detailed plan and business use cases for entire e-Bazaar 2.0 stakeholders</li> <li>→ Submission of URS report</li> <li>→ Sign off from RISL on URS</li> <li>→ Test Cases &amp; Test Report</li> <li>→ Configuration &amp; Deployment document with final source code in two sets of DVDs along with source code and/or license of third party API/any other software used</li> <li>→ UAT Report</li> <li>→ Certificate for Go-live by RISL</li> <li>→ Monthly Attendance Report of Onsite Deployed Manpower</li> </ul>	→ T2 = T1+ 60 Days	→ 80 % of Quoted cost at S.No.1 of BOQ1 of Financial Bid (Study, Design & Development Cost)
6	Services for Phase-II as per Scope	<ul style="list-style-type: none"> <li>→ Quarterly satisfactory performance reports on Social Media management with Expansion of Digital Outreach</li> <li>→ Quarterly report on number of registered users, transaction, followers etc.</li> <li>→ Quarterly satisfactory performance reports on Content management stages such as create, publish &amp; manage</li> <li>→ Quarterly satisfactory performance reports on SEOs related tasks for Onsite, Offsite, Technical &amp; Local SEOs</li> <li>→ Quarterly satisfactory performance reports</li> </ul>	<ul style="list-style-type: none"> <li>→ Within 30 days of passing of each quarter starting from the date of commissioning</li> <li>→ Once every month (by 15<sup>th</sup> of each month)</li> </ul>	<ul style="list-style-type: none"> <li>→ Remaining 20% of Quoted cost at S.No.1 of BOQ1 of Financial Bid (Study, Design &amp; Development Cost)</li> <li>+ 100% of Quoted cost at S.No.2 of BOQ1 of Financial Bid (Operations &amp; Maintenance Cost) will be equally spread over three years payable quarterly.</li> <li>→ Note: O&amp;M Cost will be paid quarterly after</li> </ul>

S.No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule	Payment Schedule
		including report on Bugs/ Problems/ Complaints reported and resolved/ Attendance Report of onsite deployed manpower  → SPRINT document with defined responsibilities and timeline of completion for each enhancement/ requirement and bugs being reported (In case of new Development during O&M period)		making adjustments for penalties as per SLA/ Performance

**\*T= Date of Letter of Intent**

**<sup>\$</sup>T1 = Delay in deployment of onsite manpower will be the cause of applicable SLA penalties**

**Please Note:** formats of all the deliverables shall be proposed by bidder which shall be further approved by RISL.

A. In addition to above mentioned payment milestone, RISL intends to incentivize selected bidder's effort to enhance footfall, buyer experience and transaction growth on e-bazaar portal, RISL will share it's revenue over and above quoted price as per BOQ. This incentivization will be applicable only for the excess sales over & above set quarterly target of "end to end successfully delivered number of orders (without cancellation, return & delay in delivery)" during O&M period of the project. The revenue sharing will be on 70:30 basis (70% for RISL & 30% for the selected bidder) over & above the slab as mentioned in section 4.1.8.1. per sale (transaction) being accrued to RISL.

To explain the concept following hypothetical use case may be used:

1. The target of Q1 under order is 5000.
2. If, Total orders in Q1 is 8000.

And

If, the transactional amount (actual order value without RISL charges) on 3000 sales (8000-2000) is INR 50,00,000/- (Indian Rupees Fifty Lacs Only)

then, RISL Revenue on INR 50 Lacs @ 2.5% is INR 1,25,000 /- in Q1.

3. And, share of the selected Bidder in Q1 will be INR 37,500/- out of RISL Revenue (It may vary as per prevailing rate of RISL revenue).

- B. The bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- C. The currency or currencies in which payments shall be made to the bidder under this Contract shall be Indian Rupees (INR) only.
- D. All remittance charges will be borne by the bidder.
- E. In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

- F. Any payment of submitted invoices will only be processed once the sign-off will be provided by RISL on the required submitted deliverables as per RFP.
- G. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- H. Taxes, as applicable, at the time of billing will be deducted/ paid as per the prevalent rules and regulations.
- I. The payment of last quarter of the contract period will be released only & after decision taken by RISL towards maintenance of system. The selected bidder shall handover all intellectual assets/ code/ any other project related properties and get sign off from the agency appointed by RISL or RISL.

**8.2. Service Level Standards/ Requirements/ Agreement**

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by the selected bidder to the tendering authority for the duration of this contract.

The tendering authority will regularly review the performance of the services being provided by the selected bidder and impose penalties if any deficiency is found in the services.

It is acknowledged that service levels may change as service needs evolves over the course of the contract. The present SLAs have been worked out on the basis of current expectations. Service levels between the purchaser and bidder can be revised in view of experience gained during the project period. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required. Any changes to the levels of services provided during the project period will be requested, documented and negotiated on mutually agreed terms by both parties. Either party can request a change. Changes will be documented as an addendum to the contract.

Total penalties except those defined in “Penalty on absence of Resources” shall not be higher than 10% of Agreed Quarterly Payment for respective quarter whereas total penalty including penalties towards “Penalty on Delay in Pickup/Delivery of Product” & “Penalty on absence of Resources” shall not be higher that the Agreed Quarterly Payment for respective quarter.

**8.2.1. Penalty on Non Availability/ Non Accessibility of the application:**

- The bidder shall also ensure that the application should be accessible and available for 24X7.
- In case of Non Availability/ Non Accessibility of the application, penalty shall be deducted as follows:

Overall Non-Availability/ Non-accessibility	Penalty in % of the quarterly payable amount	
	PBH	NPBH
upto 2 Hr	No Penalty	No Penalty
upto 4 Hrs	2 %	1 %
upto 8 Hrs	6 %	5%
upto 12 Hrs/ 1 Day	10%	9%
> 12 Hrs/ 1 Day	10% and additional 10% per additional 12 Hrs/ 1 Day downtime (subject to max 50%)	9% per day and additional 9% per additional 12 Hrs/ 1 Day downtime (subject to max 50%)
Note: Down-time of 5 days in a month for consecutive 2 months may be treated as breach of contract. Also, the penalty defined in this section shall be used only when the software/ application is not accessible/ functional/ active but the hardware is functional at the respective site.		

**Note: a.** Prime Business Hours (PBH): 05:00 AM to 09:00 PM (16 Hours)



- b. Non-Prime Business Hours (NPBH): 09:00 PM to 05:00 AM (8 Hours)
- c. Non-availability/ non-accessibility of the application will be considered if any module/ sub-module/ functionality/ services of the deployed application is not available/ accessed by any individual/ group of users of the application.

**8.2.2. Penalty on Delay in Completion of Assigned Tasks in SPRINT/ Issue/ Bug Sheet:**

- As mentioned in Scope of Work, the bidder is responsible to accomplish all task with in the specified timelines mentioned in finalised SPRINT/ Issue/ Bug Sheet.
- In case of Delay in implementation of Required Changes in the Software/ Application/ Delay in accomplishment of tasks mentioned in SPRINT/Issue/Bug Sheet, penalty shall be deducted as follows:

<b>Delay in implementation of Required Changes in the Software/ Application/ Delay in accomplishment of tasks mentioned in SPRINT/Issue/Bug Sheet in a Quarter</b>	<b>Penalty in % of the quarterly payable amount</b>
Upto 1 day	2 %
Upto 3 days	5 %
Upto 5 days	10 %
> 5 Days	10% and additional 10% per additional 12 Hrs/ 1 Day delay (subject to max 50%)
Note: In case of delay in implementation of required changes/ new deployment, the delay shall be counted from the end of the decided timelines for completion of the changes.	

**8.2.3. Penalty on Growth in placed orders:**

As per section 4.1.8.1., the selected bidder has to achieve quarterly targets set on end to end successfully delivered number of orders (without cancellation, return & delay in delivery) during the period of O&M. In case of less growth than the defined targets then following SLA will be applicable:

<b>Growth in end to end successfully delivered number of orders (without cancellation, return &amp; delay in delivery)</b>	<b>Penalty in % of the quarterly payable amount</b>
Upto 25% of the set target of end to end successfully delivered number of orders (without cancellation, return & delay in delivery) during a Quarter	10.00%
More than 25% to 50% of the set target of end to end successfully delivered number of orders (without cancellation, return & delay in delivery) during a Quarter	7.50%
More than 50% to 75% of the set target of end to end successfully delivered number of orders (without cancellation, return & delay in delivery) during a Quarter	5.00%
More than 75% to less than 100% of the set target of end to end successfully delivered number of orders (without cancellation, return & delay in delivery) during a Quarter	2.50%

**8.2.4. Penalty on Delay in Pickup/Delivery of Product:**

The timelines & SOPs for order processing, pickup/ delivery of ordered products will be defined and revised on the basis of e-commerce industry standards with periodic review or instant requirement. However, following SLA will be applicable on delay in delivery of ordered product:

S. No.	Activity	Penalty
1	Delivery/Pick Up from Seller's/Logistic Partner's store/warehouse to customer's address or other logistic services*	a) 3 % of logistic service* value per day till 7 days after estimated delivery time. b) 100% of logistic service value after 7th day after estimated delivery time

*\*Logistic service value will be calculated as per the quoted rates in respective BOQs among 2 to 8.*

#### 8.2.5. Penalty for replacement / Exit of a resource

- Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer. If any resource is changed/replaced with the approval of Purchaser, no penalty will be levied.
- In case of continuous/ severe illness of the resource, the bidder is allowed (without penalty) to replace the resource.
- In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- The replaced resource will be accepted by the purchaser (RISL) only if he/she fulfils the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL). The supplier will have to replace a resource within 30 days or any other period specified by the bidder.
- The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:
  - Within 6 Month: Rs. 10,000 (Rupees Ten Thousand Only) per resource per instance.
  - After 6 Months and upto 1 Year: Rs. 5,000 (Rupees Five Thousand) per Resource
  - After 1 Year: Rs. 3,000 (Rupees Three Thousand) per Resource
- Purchaser is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice to supplier/bidder.

#### 8.2.6. Penalty on absence of Resources

- In the case of absence of a resource (apart from Government Holidays) during project period, no payment will be made for the days a resource is absent.
- In addition, following penalties will be levied for all absence of the respective resource without prior approval from OIC:

S.No.	Description	Penalty on non-availability of resource per day
<b>A.</b>	<b>Planning, Management &amp; Coordination Team</b>	
1	Program Manager	5000/-
2	Project Management & Moderator Support	3000/-

3	Catalogue/ Listing Expert	3000/-
<b>B.</b>	<b>Technical Team</b>	
4	Technical Project Manager	<b>4000/-</b>
5	Senior Software Developer	3000/-
6	Software Developer	2000/-
<b>C.</b>	<b>Legal &amp; Administration Team</b>	
7	Project Coordinator cum Technical Support	2000/-

- Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages as described in Section below.
- Every resource shall be eligible for 18 leaves per year (proportionately divided for period of engagement in case not engaged for whole year). However, leave is not a right and, as per requirement of the project, project OIC may deny leave(s) to a particular resource(s).
- If any resource has leave balance at the end of calendar year (As on 31<sup>st</sup> Dec.), the leaves upto 9 will be carry forwarded in the next subsequent year of the contract duration.

### 8.2.7. Quality of Services

- 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 bidder for a suitable replacement.
- In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance), the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to the bidder for a suitable replacement.
- The selected agency shall be responsible to replace the resource(s) (of equivalent qualifications or above) within 30 days, unless otherwise applicable LD will be imposed as per RFP.
- The outgoing resource would complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL).

### 8.3. Special Conditions of the Bid

- a) Price Validity- The quoted rate will remain unchanged during the entire contract period. However the Contract may be extended further for another One (01) Year on the basis of same terms and conditions.
- b) In-house development model
  - The selected onsite Resources will be deployed at DOIT&C, Jaipur or the location decided by DoIT&C/RISL in Rajasthan.
  - The Resource has to follow the working hours, working days and public Holidays of Government of Rajasthan. However resource shall be available on a holiday if so is required by the purchaser. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules
  - For special events like Site Visit/ Non-availability of Bio-metric application/ Attendance application etc, the resources would be responsible to submit written application and take approval from OIC for those particular days.
- c) Resource shall get prior approval of purchaser before leaving headquarter, even if it is on a holiday

#### 8.4. Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) RISL/DoIT&C 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: -
  - ✓ Requirements of functionalities of application and respective service to be provided under the Agreement are to be specifically developed and rendered for RISL/DoIT&C.
  - ✓ The method of deployment
  - ✓ The place of services to be provided by the bidder.
- c) The change request/ management procedure will follow the following steps: -
  - ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL/DoIT&C.
  - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule & cost impact will be analysed and documented by the bidder.
  - ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the bidder.
  - ✓ Verification of the change - The change will be verified by RISL/DoIT&C on implementation of the change request.
- d) All changes outside the scope of services 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/DoIT&C. In the event that the consent of RISL/DoIT&C is not received then the change will not be carried out.
- e) While approving any change request, if required, RISL/DoIT&C may ask the bidder to deploy the required resources on-site.
- f) If any such change outside the scope of services agreed to herein causes an increase or decrease in cost of, or the time required for, bidder's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of bidder receiving the RISL/DoIT&C change order which shall not be unreasonably withheld or delayed.

**ANNEXURE-1: COVERING LETTER FOR TECHNICAL BID**

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative:

To,  
Managing Director,  
RajCOMP Info Services Ltd.,  
C-Block, 1<sup>st</sup> Floor, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur  
Rajasthan

Reference.RFP No. ....Dated.....

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated \_\_\_\_\_, and our proposal. We are hereby submitting our proposal, which includes this Technical proposal and Financial Proposal submitted through e-Procurement Portal. Our proposal is binding upon us. We understand that you are not bound to accept any Proposal you receive.

We hereby offer to provide the Services at the quoted rates mentioned in the Financial Bid.

We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We enclose herewith the complete Technical Bid as required by you. This includes: This Bid Letter and Bid Particulars.

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the Contract applicable to this RFP and we do hereby undertake to provide services as per these terms and conditions.

Certified that the Bidder is a Company and the person signing the tender is the duly constituted attorney. Bid Security (Earnest Money) for an amount equal to Rs. \_\_\_\_\_ is enclosed in the cover containing the letter for Technical Bid.

We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this DD/MM/YYYY (Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company) Seal/Stamp of bidder

Witness Signature: Witness Name:

Witness Address:

**ANNEXURE-2: TECHNICAL BID DOCUMENTS**

S.No.	Particular	List of Documents (To be filled by bidder)	Reference Page No. (To be filled by bidder)
	<b>Fee Details</b>		
1.	Technical Bid Cover letter, Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (FEE.PDF) • Scanned copy of Fee Receipt/DD/Banker Cheque Along with Annexure-1 (Technical Bid cover letter)	
<b>Eligibility Documents (As per Clause no. 3.1. Pre-Qualification Criteria)</b>			
2.	Bidder's Authorisation Certificate	a. As per Annexure-3 b. copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm. (AUTH.PDF)	
3.	Certificate of Conformity/ No Deviation	As per Annexure-4 (PDF)	
4.	Legal Entity	a. Copy of valid Registration Certificates or Copy of Certificates of incorporation b. Copy of Certificate of Name Change (If any)  In case of a consortium, a Consortium Agreement must also be submitted, duly signed by the consortium members along with above. The Consortium Agreement must clearly specify the stake of each member and outline their roles and responsibilities as per Annexure-15	
5	Compliance to Land Border Policy	Copy of undertaking as per Annexure-5. Or Copy of Registration with the Industries Department of the Government of Rajasthan	

S.No.	Particular	List of Documents (To be filled by bidder)	Reference Page No. (To be filled by bidder)
6.	Financial-I: Turnover	CA Certificate with CA's Registration Number/ Seal and UDIN (Please refer Annexure-18)	
7.	Financial-II: Net Worth	CA Certificate with CA's Registration Number/ Seal and UDIN (Please refer Annexure-18)	
8.	Technical Capability-I	Set of documents as follows: a. Annexure-6 per project reference  And A Set of documents mentioned in section 3.1. for the criteria	
10.	Manpower Strength	Certificate from the HR of the firm verified by Authorized signatory on the company letterhead as per Annexure-7	
11.	Tax registration	a. Income Tax / PAN number b. GSTN where his business is located	
12.	Mandatory Undertaking	A Self Certified letter as per Annexure-8: Self-Declaration	
13.	Project Understanding	A self-certified proposal document with the details as per Annexure- 17	
14.	Others (if any)	Other Documents which are left above as per the RFP	

**ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE**

To,  
{Procuring entity},

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

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

Thanking you,

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

Verified Signature:



**ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

{To be submitted by the bidder only on his Letter Head duly signed by Auth. Sign.}

To,

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

**CERTIFICATE**

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-5: UNDERTAKING ON COMPLIANCE TO LAND BOARDER POLICY:**

{to be filled by the bidder}

To,

{Procuring entity},

\_\_\_\_\_

In response to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding comply with with Subrule 4 under rule 13 of RTTP 2013 and Order no. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance Department of Expenditure Public Procurement Division regarding the restriction under rule 144 (xi) of GFP 2017.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Name of the Organization: -

Registered Officer Address: -

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

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

Note: Please read the details of the Rule as given below:

**RTTP Rule 13 on Land Border Policy:****Participation of bidders & OEM-**

(1) The procuring entity, at the time of inviting the participation of bidders in the procurement process, shall declare whether participation of bidders is limited or not and if limited, grounds thereof. Such declaration may not ordinarily be altered later.

(2) Normally the procedure of National Competitive Bidding (NCB) shall be adopted. The procedure of International Competitive Bidding (ICB) may be adopted if there is such a condition of adopting International Competitive Bidding for certain procurements under an obligation of an agreement with an intergovernmental international financing institution, or the subject matter of procurement is such that in the opinion of the procuring entity, it will be in the public interest to adopt International Competitive Bidding, after recording reasons.

(3) Normally the procedure of International Competitive Bidding (ICB) for Government Bids upto Rs. 200 crores shall not be allowed. In case, International Competitive Bidding is to be adopted for Government Bids below Rs. 200 crores, then prior approval of the Finance Department shall be obtained. International Competitive Bidding may be adopted in Government bids above Rs. 200 crores if the subject matter of procurement is such that in the opinion of the procuring entity, it will be in the public interest to adopt International Competitive Bidding, after recording reasons.

(4) The bidders belonging to or with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State, shall only be allowed after prior registration with the Industries Department of the Government of Rajasthan.

(5) Notwithstanding anything contained in sub-rule (2) and (3) above, as the case may be, the State Government may by order in writing, impose restrictions, including prior registration and/or screening, on procurement from bidders from a country or countries, or a class of countries, on grounds of defence of India, or matters directly or indirectly related thereto including national security, to protect the essential security and strategic interest of India as specified in clause (d) of sub section (4) of section 6, no procurement shall be made in violation of such restrictions.

**Explanation :** For the purpose of this rule,-

- (i) "Agent" means a person employed to do any act for another, or to represent another in dealings with third persons;
- (ii) "Beneficial owner" means,-
  - (a) In case of a company or Limited Liability Partnership, the "beneficial owner" is the natural person or persons who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other person;
  - (b) "Controlling ownership interest" is the ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
  - (c) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - (d) In case of a partnership firm, the "beneficial owner" is the natural person or persons who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - (e) In case of an unincorporated association or body of individuals, the "beneficial owner" is the natural person or persons, who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - (f) Where no natural person is identified under sub-clause (a), (b), (c), (d) or (e) above, the "beneficial owner" is the relevant natural person who holds the position of senior managing official;
  - (g) In case of a trust, the identification of beneficial owner or owners shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership;
- (iii) "Bidder from a country which shares a land border with India" means,-
  - (a) An entity incorporated, established or registered in such a country;
  - (b) A subsidiary of an entity incorporated, established or registered in such a country;
  - (c) An entity substantially controlled through entities incorporated, established or registered in such a country;
  - (d) An entity whose beneficial owner's situated in such a country;
  - (e) An Indian (or other) agent of such an entity;
  - (f) A natural person who is a citizen of such a country;
  - (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above."

**ANNEXURE-6: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE**

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

**ANNEXURE-7: HR-DECLARATION**

To,  
{Procuring entity},  
\_\_\_\_\_,

In response to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for {Project Title}, I/ We hereby declare that presently our Company/ firm have at least <Number of Employee > full time employees in the area of e-commerce across India at the time of bidding.

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

Thanking you,

Name of the HR: -  
Designation of the HR: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

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

**ANNEXURE-8: SELF-DECLARATION**

To,  
{Procuring entity},  
\_\_\_\_\_

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

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-9: PRE-BID QUERIES FORMAT**

Name of the Company/Firm: \_\_\_\_\_  
 \_\_\_\_\_

Bidding Document Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-

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

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

**Company/Firm Contacts:**

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

**Query / Clarification Sought:**

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

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

**ANNEXURE-10: FINANCIAL BID COVER LETTER & FORMAT****COVER LETTER**

To,  
{Procuring Entity},  
\_\_\_\_\_

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

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Minimum Qualification criteria of resources, Service Level Standards & in conformity with the said bidding document for the same. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).

I / We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as prescribed in the bidding document.

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:



**Financial Bid Format**

**Indicative Financial Bid Format**

- This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.}
- Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.
- GST shall be paid on actuals as per prevailing rates.
- This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.
- The grand total of the total of quoted rates in the Table 1 shall be used for evaluation of this tender. The rates quoted in Table-2 to Table-8 are only for reference purpose.
- For quoting charges related to logistic services in Table-2 to Table-8, the selected bidder is advised to calculate Volumetric Weight [In Centimetres] through the following formula:

• <b><u>Category</u></b>
<b>Air Volumetric Weight (L X B X H) / "x"</b>
<b>Surface Volumetric Weight (L X B X H) / "x"</b>

**Value of "x"= 5000**

- The Bidders needs to submit their Financial Proposal at e-procurement website as per the below mentioned templates:

**Table:-1**

<b>Tender Inviting Authority: Managing Director, RISL</b>					
<b>Name of Work: RFP for Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations &amp; Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender</b>					
<b>NIT No.: F4.9(969)/RISL/Tech/Misc/2022/6768</b>				<b>Dated: 04-01 -2023</b>	
<b>Bidder Name:</b>					
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6 = (5X4)</b>
<b>S. No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Base Unit Cost (In INR) (Inclusive of all taxes, levies, and duties applicable but excluding GST)</b>	<b>Total Price in Figures (In INR) (Inclusive of all taxes, levies, and duties applicable but excluding GST)</b>
1	<b><u>Services for Phase-1</u></b>	Lumpsum	1		
3	<b><u>Services for Phase-2</u></b>	No. of Years	3		
<b>Total in Figures</b>					
<b>Total in Words</b>					

**TABLE 2. DELIVERY CHARGES RATE FOR STANDARD DELIVERY CHANNEL WITHIN RAJASTHAN**

<b>Tender Inviting Authority: Managing Director, RISL</b>
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<b>Name of Work: RFP for Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations &amp; Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender</b>			
NIT No.: F4.9(969)/RISL/Tech/Misc/2022/6768		Dated: 04-01 -2023	
<b>Bidder Name :</b>			
<b><u>Distance from Pick Up Point**</u></b>	<b><u>Upto 500 gms***</u></b> <b>[Column a]</b>	<b><u>Additional 1 Kg</u></b> <b>there of</b> <b>[Column b]</b>	<b><u>Total</u></b> <b>[Column c]</b>
Within City			[Column a + Column b]
Within District			[Column a + Column b]
Within State			[Column a + Column b]
<b>Reverse Pickup charges [RPC] (in INR)</b>			
<b>Outside Delivery Area [ODA]****</b>			
<b>Grand Total</b>			[Sum of Column c]

**TABLE-3.DELIVERY CHARGES RATE FOR BULK DELIVERY CHANNEL WITHIN RAJASTHAN**

<b>Tender Inviting Authority: Managing Director, RISL</b>			
<b>Name of Work: RFP for Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations &amp; Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender</b>			
NIT No.: F4.9(969)/RISL/Tech/Misc/2022/6768		Dated: 04-01 -2023	
<b>Bidder Name :</b>			
<b><u>Distance from Pick Up Point**</u></b>	<b><u>From 3.5 Kgs to 10</u></b> <b>Kgs ***</b> <b>[Column a]</b>	<b><u>Additional &gt; 1 Kg</u></b> <b>there of</b> <b>[Column b]</b>	<b><u>Total</u></b> <b>[Column c]</b>
Within City			[Column a + Column b]
Within District			[Column a + Column b]
Within State			[Column a + Column b]
<b>Reverse Pickup charges [RPC] (in INR)</b>			
<b>Outside Delivery Area [ODA]****</b>			
<b>Grand Total</b>			[Sum of Column c]

<b><u>*Quoted rate shall include :</u></b>
Fuel Surcharge
Insurance Charge
Docket Charges
OR Any other Component, If Applicable

\*\*Pick up point will be store/office/warehouse of seller/logistic partner / local vendor depending on the order assigned.

\*\*\*Weight includes the weight of product with basic packaging.

\*\*\*\*Minimum 300 pin codes within Rajasthan should be covered without ODA charges.

**TABLE-4.DELIVERY CHARGES RATE FOR STANDARD DELIVERY CHANNEL ACROSS INDIA**

<b>Tender Inviting Authority: Managing Director, RISL</b>
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<b>Name of Work: RFP for Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations &amp; Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender</b>			
NIT No.: F4.9(969)/RISL/Tech/Misc/2022/6768		Dated: 04-01 -2023	
<b>Bidder Name :</b>			
<b><u>Destination</u></b>	<b><u>Upto 500 gms**</u></b> <b><u>[Column a]</u></b>	<b><u>Additional 1</u></b> <b><u>Kg there of</u></b> <b><u>[Column b]</u></b>	<b><u>Total</u></b> <b><u>[Column c]</u></b>
Metro City			[Column a + Column b]
Rest Of India			[Column a + Column b]
North East , J&K			[Column a + Column b]
<b>Reverse Pickup charges [RPC] (in INR)</b>			
<b>Grand Total</b>			[Sum of Column c]

**TABLE-5.DELIVERY CHARGES RATE FOR BULK DELIVERY CHANNEL ACROSS INDIA**

<b>Tender Inviting Authority: Managing Director, RISL</b>			
<b>Name of Work: RFP for Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations &amp; Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender</b>			
NIT No.: F4.9(969)/RISL/Tech/Misc/2022/6768		Dated: 04-01 -2023	
<b>Bidder Name :</b>			
<b><u>Destination</u></b>	<b><u>From 3.5 Kgs to 10</u></b> <b><u>Kgs **</u></b> <b><u>[Column a]</u></b>	<b><u>Additional &gt; 1</u></b> <b><u>Kg there of</u></b> <b><u>[Column b]</u></b>	<b><u>Total</u></b> <b><u>[Column c]</u></b>
Metro City			[Column a + Column b]
Rest Of India			[Column a + Column b]
North East , J&K			[Column a + Column b]
<b>Reverse Pickup charges [RPC] (in INR)</b>			
<b>Grand Total</b>			[Sum of Column c]

<b><u>*Quoted rate shall include :</u></b>
Fuel Surcharge
Insurance Charge
Docket Charges
OR Any other Component, If Applicable

\*\*Weight includes the weight of product with basic packaging

**TABLE-6.PACKING CHARGES RATE FOR ADDITIONAL PACKING ON ORDERS**

<b>Tender Inviting Authority: Managing Director, RISL</b>	
<b>Name of Work: RFP for Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations &amp; Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender</b>	
NIT No.: F4.9(969)/RISL/Tech/Misc/2022/6768	Dated: 04-01 -2023
<b>Bidder Name :</b>	
<b><u>Packing Type</u></b>	<b><u>Packing Charges [In Rupees]</u></b>

	Small size [Up to 500 cubic inch] [Column a]	Medium Size [> 500 cubic inch to 2000 cubic inch] [Column b]	Large Size [> 2000 cubic inch ] [Column c]
Bubble Wrap			
Carton box layered Packing			

**TABLE-7.WAREHOUSE CHARGES:**

<b>Tender Inviting Authority: Managing Director, RISL</b>	
<b>Name of Work: RFP for Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations &amp; Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender</b>	
<b>NIT No.: F4.9(969)/RISL/Tech/Misc/2022/6768</b>	<b>Dated: 04-01 -2023</b>
<b>Bidder Name :</b>	
<b>Warehouse Charge - Monthly Rental per Sq. Ft.</b>	

**Table-8.Cataloguing Photography:**

<b>Tender Inviting Authority: Managing Director, RISL</b>					
<b>Name of Work: RFP for Selection for System Integrator for e-Bazaar 2.0 in Rajasthan including Operations &amp; Maintenance with related services for a Period of Three Years based on Open Competitive Bidding through e-Procurement/ e-Tender</b>					
<b>NIT No.: F4.9(969)/RISL/Tech/Misc/2022/6768</b>			<b>Dated: 04-01 -2023</b>		
<b>Bidder Name:</b>					
1	2	3	4	5	6=5X4
S.No.	Particular	Unit (Item)	Qty (Total Items)	Base Unit Cost (in INR) (inclusive of all taxes, levies, and duties applicable but excluding GST)	Total Price In Figures (in INR) (inclusive of all taxes, levies, and duties applicable but excluding GST)
1	Cataloguing Photography with model for a Item (Atleast 5 to 10 photographs)	Nos	1		
2	Cataloguing Photography with mannequin for a Item (Atleast 5 to 10 photographs)	Nos	1		
3	Cataloguing Photography without model/mannequin for a Item (Atleast 5 to 10 photographs)	Nos	1		
	<b>Total in figures</b>				
	<b>Total in Words</b>				

**ANNEXURE-11: BANK GUARANTEE FORMAT** {to be submitted by the bidder's bank}**BANK GUARANTEE FORMAT –BID SECURITY**

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

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

Sir,

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

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. \_\_\_\_\_ (Rupees <in words>)> in respect to the NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date(i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

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

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

7. The right of the RISL to recover the said amount of <Rs. \_\_\_\_\_ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. \_\_\_\_\_ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify>days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date ..... (Signature) .....  
Place ..... (Printed Name) .....  
(Designation) .....  
(Bank's common seal) .....

In presence of:  
WTTNESS (with full name, designation, address & official seal, if any)  
(1) .....  
.....  
(2) .....  
.....

#### Bank Details

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

#### GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).
3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.

6. The contents of Bank Guarantee shall be strictly as per format prescribed by 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:

**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

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

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

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the RISL through ..... and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We.....(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.



10. We ..... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

**ANNEXURE-12: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

Before the ..... (First/ Second Appellate Authority)

## 1. Particulars of appellant:

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

## 2. Name and address of the respondent(s):

- a. <please specify>
- b. <please specify>
- c. <please specify>

## 3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), ora 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:&lt;please specify&gt;

## 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:&lt;please specify&gt;

## 5. Number of affidavits and documents enclosed with the appeal:&lt;please specify&gt;

## 6. Grounds of appeal (supported by an affidavit):&lt;please specify&gt;

## 7. Prayer:&lt;please specify&gt;

Place .....

Date .....

Appellant's Signature

**ANNEXURE-13- QUALIFICATION AND EXPERIENCE OF THE REQUIRED RESOURCES**

S.No.	Resource	Desirable Qualification and Experience
1	Project Manager	<ul style="list-style-type: none"> <li>• B.E/ B.Tech / MCA / MSc in Computer specialization in computers or graduation or above from correspondence/ part time with additional 4+ years of proven experience of application development/ team lead/ solution architecting.</li> <li>• Fluency in English/ Hindi</li> <li>• 10+ years' experience of managing large projects related to e-commerce industry. The candidate must have independently handled at least two large projects on all aspects from concept stage to implementation. They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams. The candidate should be aware of latest tools/ terminologies/ standard of e-commerce. The candidates should have strength in technology, domain and application development and process leadership quantities to lead a team</li> </ul>
2	Project Management & Moderator Support	<ul style="list-style-type: none"> <li>• B.E/ B.Tech / MCA / MSc in Computer specialization in computers or graduation or above from correspondence/ part time with additional 4+ years of proven experience of application development/ team lead/ solution architecting.</li> <li>• Fluency in English/ Hindi</li> <li>• 4+ years' experience of managing/ coordination of various e-commerce stakeholders such as seller/ logistic partners/ technical team etc. . The candidate should be aware of latest tools/ terminologies/ standard of e-commerce.</li> </ul>
3	Catalogue/ Listing Expert	<ul style="list-style-type: none"> <li>• B.E/ B.Tech / MCA / MSc in Computer specialization in computers or graduation or above from correspondence/ part time with additional 2+ years of proven experience of application development/ team lead/ solution architecting.</li> <li>• Fluency in English/ Hindi</li> <li>• 4+ years' experience of managing/ coordination of various e-commerce stakeholders such as sellers/ technical team etc. for cataloguing/ listing . The candidate should be aware of latest tools/ terminologies/ standard of e-commerce.</li> </ul>
4	Technical Project Manager	<ul style="list-style-type: none"> <li>• B.E/ B.Tech / MCA / MSc in Computer specialization in computers or graduation or above from correspondence/ part time with additional 4+ years of proven experience of application development/ team lead/ solution architecting.</li> <li>• Fluency in English/ Hindi</li> <li>• 10+ years' experience of managing large software development projects and must have core development skills as full stack developers. The candidate must have independently handled at least two large projects on all aspects from concept stage to implementation. They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams. They should be aware of software, mobile and telecom technology tools and deployment issues. The candidates should have strength in technology, domain and application development and process leadership quantities to lead a team</li> </ul>
5	Team Leads/ Senior Software Developers	<ul style="list-style-type: none"> <li>• B.E/ B.Tech / MCA / MSc specialization in computers or equivalent.</li> <li>• Fluency in English/ Hindi</li> <li>• 5+ years' experience of managing large software development projects. The candidate must have independently handled at least two large projects on all aspects from concept stage to implementation. They should be strong in the assessment of project needs and their resolutions, system integration, quality</li> </ul>

S.No.	Resource	Desirable Qualification and Experience
		<p>assurance besides handling project teams. They should be aware of software, mobile and telecom technology tools and deployment issues.</p> <p><b>Note:</b> For Mobile app developer the experience should be related to mobility technologies.</p>
6	Software Developers	<ul style="list-style-type: none"> <li>• B.E/ B.Tech / MCA / MSc specialization in computers or equivalent.</li> <li>• Fluency in English/ Hindi</li> <li>• 3+ years' experience of managing large software development projects. The candidate must have independently handled at least two large projects on all aspects from concept stage to implementation. They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams. They should be aware of software, mobile and telecom technology tools and deployment issues.</li> <li>• <b>Note:</b> For Mobile app developer the experience should be related to mobility technologies.</li> </ul>
7	Content Manager	<ul style="list-style-type: none"> <li>• BA/BS degree or equivalent working experience</li> <li>• 8 years of experience in producing content for the web specifically, as well as channel-specific knowledge (blog, SlideShare, Facebook, Twitter, etc.)</li> <li>• Past experience building audiences either online and offline</li> <li>• In-depth knowledge of the HubSpot or other latest Content Optimization System</li> <li>• Experience in producing smart CTAs according to the visitor lifecycle stage</li> <li>• Good time-management skills</li> <li>• Ability to multi-task</li> <li>• Strong interpersonal and communication skills</li> <li>• Critical-thinker and problem-solver</li> </ul>
8	Content Writers	<ul style="list-style-type: none"> <li>• Bachelors / Master Degree</li> <li>• 5+ Years of experience in content writing &amp; publishing at web/ blogs/social media (preferable in e-commerce sector)</li> <li>• Excellent communication skills, verbal as well as written</li> <li>• Positive attitude with flexibility and maturity to work in a challenging client environment</li> <li>• Ability to drive project responsibilities in a dynamic and proactive manner</li> </ul>
9	Social Media Experts	<ul style="list-style-type: none"> <li>• Bachelors / Master Degree (Preferably in Marketing)</li> <li>• Relevant field with 5 years of experience as a Social Media Specialist or similar role (preferably in e-commerce sector)</li> <li>• Social Media Strategist using social media for brand awareness and impressions</li> <li>• Excellent knowledge of Facebook, Twitter, LinkedIn, Pinterest, Instagram, Google+ and other social media best practices</li> <li>• Understanding of SEO and web traffic metrics</li> <li>• Experience with doing audience and buyer persona research</li> <li>• Good understanding of social media KPIs</li> <li>• Familiarity with web design and publishing</li> </ul>
10	SEO Experts	<ul style="list-style-type: none"> <li>• 5+ Years of experience in SEO including planning managing and implementing SEO strategies (preferable in e-commerce sector)</li> <li>• Bachelors / Master Degree</li> <li>• Excellent communication skills, verbal as well as written</li> <li>• Knowledge of standard and current SEO practices.</li> <li>• Knowledge of HTML/CSS.</li> <li>• Experience with SEO reporting.</li> </ul>

S.No.	Resource	Desirable Qualification and Experience
		<ul style="list-style-type: none"> <li>Familiarity with relevant tools (e.g. Ahref, SE Ranking, MOZ) and web analytics tools (e.g. Google Analytics, WebTrends)</li> <li>Strong organizational and leadership skills.</li> <li>Analytical mindset with numerical aptitude.</li> <li>Experience with other aspects of marketing, such as email marketing, affiliate marketing, and customer growth and promotion, is a plus.</li> <li>Positive attitude with flexibility and maturity to work in a challenging client environment</li> <li>Ability to drive project responsibilities in a dynamic and proactive manner</li> </ul>
11	Legal Manager	<ul style="list-style-type: none"> <li>LLB having Exp: 6 years of experience in handling litigation role in e-commerce sector.</li> <li>Experienced in drafting of commercial contracts, agreements, legal compliance, Legal notices/ reply and handle cases in courts (consumer &amp; civil courts).</li> <li>Need to be a legal acumen, updated with latest Judgment and amendments</li> </ul>
12	Finance Account Manager &	<ul style="list-style-type: none"> <li>Bachelor's degree and 7 years related experience in maintaining Books of Accounts and other statutory records in accordance with the requirements of Companies Act, Income tax Act, GST, FERA and internal policies and procedures.</li> <li>Have managed and implemented strategic initiatives with broad impact by collaborating with key stakeholders to enhance overall performance in accordance with short and long-term objectives.</li> <li>Have prepared, reviewed and revised financial guidelines and respond to the queries of employees relating to financial and travel policy</li> <li>Have managed Statutory or other Audits of organisation with the key findings.</li> </ul>
13	Project Coordinator cum Technical Support	<ul style="list-style-type: none"> <li>B.E/ B.Tech / MCA/ Masters Degree (CS/ CA/ IT)/BA/BCOM</li> <li>Fluency in English/ Hindi</li> </ul> <p>2+ years of post-qualification and relevant work experience in management/ requirement gathering/Testing coordination and implementation support of IT/ ITes projects/ Technical Support/ Testing</p>

**ANNEXURE-14: FORMAT FOR CVs**

<b>Format for the Profiles</b>	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> <li>○ Degree</li> <li>○ Academic institution graduated from</li> <li>○ Year of graduation</li> <li>○ Specialization (if any)</li> <li>○ Key achievements and other relevant information (if any)</li> </ul>	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company (the SDA)	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: <ul style="list-style-type: none"> <li>○ Organizations worked for in the past               <ul style="list-style-type: none"> <li>○ Organization name</li> <li>○ Duration and dates of entry and exit</li> <li>○ Designation</li> <li>○ Location(s)</li> <li>○ Key responsibilities</li> </ul> </li> <li>• Prior project experience               <ul style="list-style-type: none"> <li>○ Project name</li> <li>○ Client</li> <li>○ Key project features in brief</li> <li>○ Location of the project</li> <li>○ Designation</li> <li>○ Role</li> <li>○ Responsibilities and activities</li> <li>○ Duration of the project</li> <li>○ Total team size</li> </ul> </li> </ul> Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if read/write/both)	

**ANNEXURE-15: INDICATIVE FORMAT FOR CONSORTIUM AGREEMENT**

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

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

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

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

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

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

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

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

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be..... Consortium.
2. M/s. .... shall act as Lead Member for self, and for and on behalf of M/s ..... (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the Request for Proposal (RFP) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.
3. That M/s..... which is the Lead Member of the Consortium shall invest and continue to invest ....% (at least 51% to be invested by Lead Bidder) interest in the Consortium for the Lock in Period (Complete Project Period) as specified in the RFP document.
4. That M/s ....., (Second Member) shall invest and continue to invest ....% interest of the Consortium for the Lock in Period (Complete Project Period) as specified in the RFP document.
5. The composition or the constitution of the consortium shall not be altered without the prior consent of GoR/RISL.
6. The roles and responsibilities of the lead bidder and the second member of the consortium for execution of various components/activities as defined in the RFP document shall be as under :

S.No.	Project Component/Activity	Roles & Responsibility of Lead Bidder	Roles & Responsibility of Second Member of Consortium
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7. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.
8. For the purpose of this Agreement, the RFP Document and the Contract, the Lead Partner shall be the single point of contact for the GoR/ RISL, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.
9. All instructions/communications from PMC to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
10. If GoR/ RISL suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to GoR/ RISL on its demand without any demur or contest. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner before proceeding against or dealing with the other Member.
11. The financial liability of the Consortium Members to the GoR/ RISL, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to GoR/RISL.
12. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.
13. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Jaipur (Rajasthan) shall have the exclusive jurisdiction in all matters arising there under.
14. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by owner in the RFP document.
15. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by GoR/RISL.
16. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.
17. *Any other terms and conditions not in contradiction to the RFP and above mentioned terms and conditions.*

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

<p>Common Seal of ..... has been affixed in my/our Lead Member presence pursuant to Board of Director's resolution dated .....</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Lead Bidder) (Signature of authorized representative) Name : Designation:</p>
<p>Common Seal of ..... has been affixed in my/our Second Member presence pursuant to Board of Director's resolution dated .....</p> <p>1) Witness</p> <p>2) Witness</p>	<p>For and on behalf of M/s..... (Second member)  (Signature of authorized representative) Name : Designation:</p>



**ANNEXURE-16: DRAFT AGREEMENT FORMAT**{to be mutually signed by bidder and procuring entity}

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2016 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

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

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

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

And whereas  
Purchaser has accepted the bid of supplier and has placed the Work Order vide Letter No. \_\_\_\_\_ dated \_\_\_\_\_, on which supplier has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

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

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to M/s..... at the rates set forth in the LOI no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles/ services set forth thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of LOI i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFP document.

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

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10%.
  - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. 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 intends to hold or holds any title to the goods and services are required to be delivered in the name M/s (Concerned Department).....along with invoices of supplied items, although payment will be made by RISL on behalf of said department.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2019.

Signed By:	Signed By:
( ) Designation:, Company:	( ) Managing Director, RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	( ) Designation:



<p>() Designation: Company:</p>	<p>() Designation:</p>
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**ANNEXURE-17: FORMAT FOR PROPOSAL DOCUMENT**

- a) Details of any one best project executed onsite with the features of the software platform (Max. 200 words)
- b) Understanding of our project  
(Max. 300 words)
- c) Detailed approach & methodology on project execution  
(Max. 500 words)
- d) Proposed solution with Technology platforms  
(Max. 500 words)
- e) Brief Profiles of manpower to be involved  
(Max. 300 words)

**ANNEXURE-18: TENTATIVE CA CERTIFICATE FORMAT FOR ANNUAL TURNOVER & NETWORTH**

{To be submitted by the bidder only on CA's Letter Head }

**TO WHOMSOEVER IT MAY CONCERN**

This is to certify that as per audited balance sheets or financial statement, annual turnover of <Firm Name, Registered Office at (Address) >from e-Commerce/ e-Marketplace sector during the last three financial years are as follows:

Financial Year	Turnover (Rupees in Crores)
Average Annual Turnover	

The net worth of the firm as on 31st March 2022, is INR <.....> as per last audited balance sheet.

For &lt;CA's Firm Name&gt;

Seal/Stamp &amp; Sign

Name of CA:

M.No.:

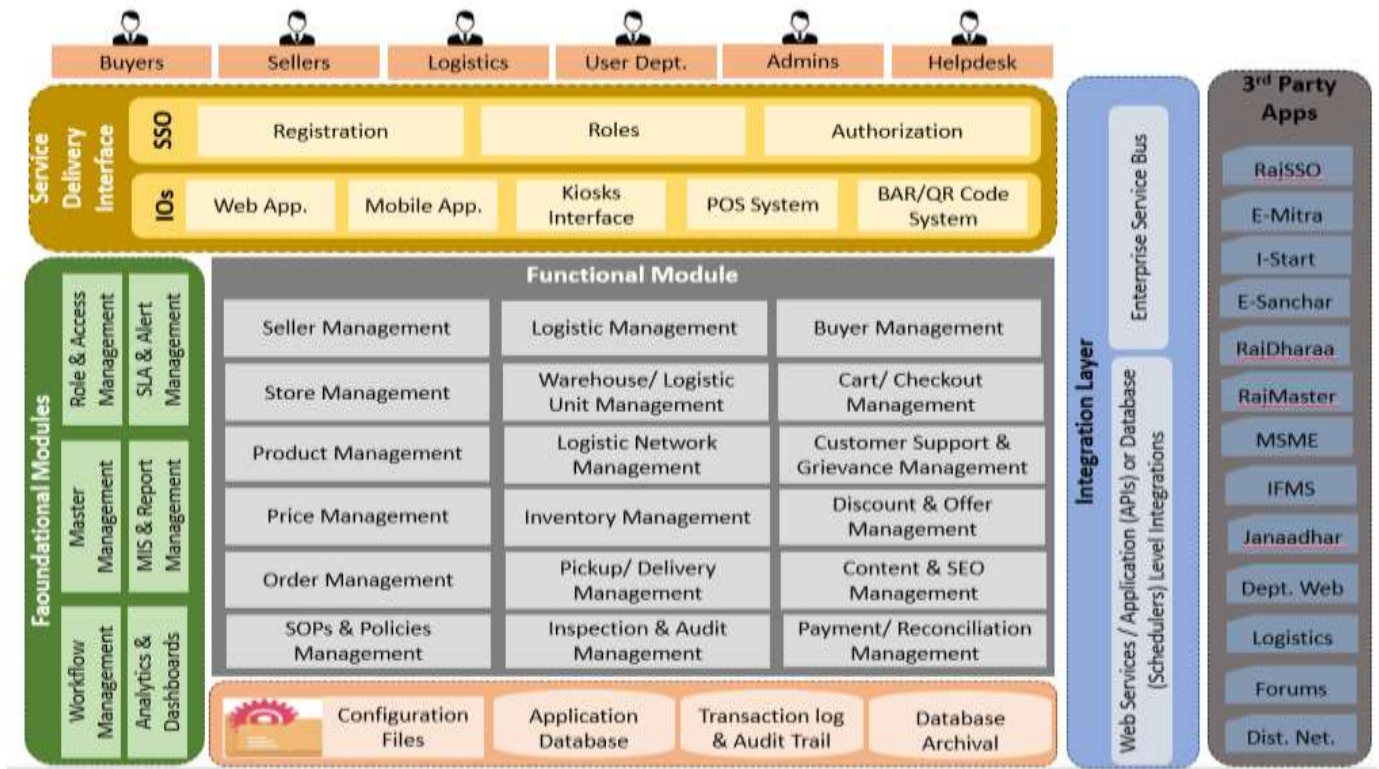
UDIN

Date

**ANNEXURE-19: INDICATIVE REQUIREMENTS & TECHNICAL SPECIFICATIONS/ STANDARDS:**

**1. Indicative Application Architecture (Functional):**

The System should be capable enough so that it can support the different kind of the business models of e-commerce which include but not limited to Business to Consumer (B2C), Business to Business (B2B), Business to Government (B2G), Business to Business to Consumer(B2B2C), Consumer to Consumer (C2C), Consumer to Business (C2B) etc. The tentative/ indicative functional architecture of the e-Bazaar 2.0 application to cover all required processes is given below:



**1.1. System Actors:**

These are the system actors who will have access of the system as follows:

**1.1.1. Buyers:**

The last mile beneficiary of the system who will have the role of buyer in the system is end customer. All buyer related facilities such as search of products, ordering, payment, tracking of order/ shipment etc. will be provided.

The end customer may be a citizen/ resident or a department/ organization of Government who will be able to procure required products/ services of sellers..

**1.1.2. Sellers:**

These are various types of government organizations/ registered under the ambit of government department/ government schemes termed as “Seller” role in the system.

They will be the manufacturer/ suppliers of Rajasthan state registered as Self help groups in various livelihood schemes, startups registered in iStart program, MSMEs / artisans/ weavers registered under industry department etc. or PSUs or Central/ other state government’s organizations.

### 1.1.3. Logistic Service Providers:

The users who will perform all processes to provide services of logistics to the stakeholders of e-bazaar 2.0, will be termed as logistic service providers.

### 1.1.4. User Departments:

The users of the various departments/ government organizations at various roles (admins/ active/ passive) who will perform various tasks such as Monitoring/ Policy management etc. They would be the passive users of various departments who will have access of only view reports and status of the transactions as and when required.

### 1.1.5. Admins:

The users having a role of admins from the various stakeholders to manage various administrative tasks such as finalization/ updation/ approval of masters/ policies/ content to be utilized in the system. The moderators/ admins will also be created to perform as operational consultants or auditors to roll out/ monitor the defined activities/ services through the various processes of verification/ inspection/ internal/ social audits etc..

### 1.1.6. Helpdesk:

The users will be responsible to manage helpdesk & grievances identified/ reported to resolve from the various stakeholders of the e-Bazaar 2.0.

## 1.2. Service Delivery Interface:

These are interfaces where the services of the proposed solution will be accessed by the designated users through through registered RajSSO ID/ the mobile phone mapped with the registered RajSSO ID as per their respective defined roles. The probable services points/ IOs are **web application, mobile application, Kiosk interface (e-Mitra/ Departmental), Point of Sale (POS) machines, Bar/QR Code scanners etc.**

## 1.3. Foundational Modules:

These are the modules which covers various foundational or common processes and sub processes of the system to facilitate system to provide requisite services to users. The tentative modules based on th

### 1.3.1. Roles & Access Management:

This module includes but not limited to user creation/ hierarchy establishment, role defining and access authorization of various modules/ sub modules/ reports etc..

The system will have provision to define level wise prospective categories of **users, respective roles and profiles** in the system.

#### 1.3.1.1. Definitions of Role Management Essentials:

- **Defining Office/Station Level:** There must be a provision to create Office/Station levels and binding between the various Offices/station levels.
- **Defining categories of users w.r.t. Office/Station territory:** The system may be provisioned with defined level wise prospective categories of **users** and may be taken at the nth level for any Office/Station.
- **Defining roles in the system w.r.t. Office/Station territory:** The system may be provisioned with defined level wise respective roles and may be taken at the nth level for any Office/Station.  
The role tells the access authorization of any module/ entire system but the access does not allow user to participate in any process/ functionality.
- **Defining Profiles in the system w.r.t. Office/ Station territory:** The system may be provisioned with level wise defined **profiles** and may be taken at the nth level for any Office/Station.

The profile tells the extent of any user to participate in any functional process defined in the system.

#### **1.3.1.2. User Mapping:**

The following provisions of **user mapping** will be provided in the system:

1. **Integration with SSO:** The system is already integrated with SSO.
2. **Provision of mapping:** The system will have provision to map users in bulk and single user with various essentials of role management.
3. **De-active/ Active:** The system will have provisioning to de-active/ active any user.
4. **Handover-Takeover:** The system will have provisioning to handover and takeover of rights in case any new user takes charges of any office/station from the existing user.  
The request of handover may be initiated by the existing user and any admin level user of the office/station level and upper hierarchy.

Then the request will be successfully closed once the new user takeover the charges of the office/station.

In addition to above, the system should facilitate the designated users at each level of the hierarchy of the stakeholder's organization to perform the processes of user mapping.

#### **1.3.2. Master Management:**

The designated users for master management at project team/ departments/ organizations/seller/ logistic service provider will be responsible to perform in the system to manage masters related to product/ services/ price/ store/ inventory/ Unit of Measures (UOM) etc.

#### **1.3.3. Workflow Management:**

This module will enable the designated user to define workflow i.e. review/ approve / assign/ other stages as per the requirement of the processes and sub processes w.r.t. users mapped with them.

#### **1.3.4. SLA/ Alert Management:**

This module will enable authorized users to define alerts, priority and time based on the subject and respective targeted users. As part of workflow management, the admin users will be able to define service level agreement (SLA) to process any activity assigned to particular user.

#### **1.3.5. MIS/ Report Management:**

This section will have various textual summarized and details reports on real time transactional data to be generated through various processes and subprocesses. These reports will be in cascading form will be accesses based on the role and office boundaries defined for any stakeholder.

The module will also provide product analysis, spend analysis, content-wise analysis, top viewed pages, and top exit pages, other statistical reports.

#### **1.3.6. Analytics & Unified Dashboards:**

Unified dashboards to be designed based upon the roles defined for the users. These dashboards consist of the interfaces to be provided for modules, summarized analytical reports and action items/ gadgets.

### **1.4. Functional Modules:**

These are the modules which covers various processes and sub processes of the system to facilitate all stakeholders to perform their respective activities in the system.



**1.4.1. Seller Management Module:**

This module will allow authorised users to manage seller through various processes such as onboarding/ online MOU or agreement signing with seller / deboarding / hierarchy management/ categorisation with user's role mapping of the onboarded seller.

**1.4.2. Store Management Module:**

This module will allow authorised users of sellers to manage stores in various categories/ sub categories. The user will be able to create/ de-activate stores and map user's role with the store to perform various activities at store such as inventory management/ order processing etc.

**1.4.3. Product Management Module:**

This module will allow authorised users of sellers to manage products in various categories/ sub categories. The user will be able to:

- a. **Create Products/ Service with Grouping Level:** create products/ services and respective grouping labels.
- b. **Map Inventory Types with Products:** map inventory types with the created products. A single product can be mapped with multiple inventory type based on product grouping level and consumption.
- c. **Map Products with Maintenance Requirement:** map maintenance requirement with the created product groups/ individual product.
- d. **Map Products with UOMs & Colour Code:** map unit of measures applicable for the product group/ individual product. If requires, the active user will use the interface to manage colour codes alerts/ monitoring the thresholds of the products associated with the colour code.

**1.4.4. Price Management Module:**

- a. **Map Price Master with Products:** The designated active user will be able to map prices price master (created in the regulatory section like MRP/Selling price/ Taxes etc.) with product groups/ individual products
- b. **Pricing of Products:** The designated active users will be facilitated to define price/ cost/ Taxes of the products as per the mapped price masters.

**1.4.5. Order Management Module:**

The designated user of sellers will manage orders in line with timelines defined to ready for pickup as per SLA of logistic partner in the ecosystem. The return or replacement of orders will also be managed by designated user of the seller according to the policies defined for the processes of this category.

**1.4.6. SOPs & Policies Management:**

The designated admin level users from sellers/ project team/ logistic service providers or departmental users will be facilitated standard operating procedures (SOPs)/ Policies related to various activities such as order processing/ pickup/ delivery/ product management/ return or replacement policies/ grievance mechanism etc.

The module will facilitate users to get the created SOPs & policies according to requirement/ keyword search made by the users as suggestions for their help.

**1.4.7. Logistic Management Module:**

This module will allow authorised user to onboard/ deboard logistic service providers in the system. This module will facilitate users for online MOU or agreement signing with seller / deboarding / hierarchy management/ categorisation with user's role mapping of the onboarded logistic service provider. The module will also be integrable with logistic service Aggregator's system for seamless information exchange on logistic services for e-Bazaar 2.0.

#### 1.4.8. Warehouse/ Logistic Unit Management Module:

This module will allow authorised users of logistic service providers to manage warehouses/ logistic units such as godowns/ transporters etc. in various categories/ sub categories. The user will be able to create/ de-activate warehouse/logistic unit and map user's role with them to perform various activities at store such as mapping og logistic units with seller's stores/ area of operation (pin code mapping)/ pickup/ return etc.

#### 1.4.9. Logistic Network Management Module:

This module will allow authorised users of logistic service providers to plan logistic network between network points (mapped sellers and delivery pin codes). The designated admin user for logistic network management will be able to:

- a. **Mode of Transports b/w Network Points:** The network admins will have rights to define mode of transport b/w network points (Distribution Points/ Centers). The transporter may be an external agency (other than logistic partner) then the onboarding of transporter will also be the responsibility of the network admin.
- b. **Order/ Demand quantity & Frequency:** The order/ demand quantity thresholds and respective frequency may also be defined by the network admin considering capacity of logistic service provider.  
The quantity & frequency may change over a period of time of contract based on the historical performance data and SLA performance.
- c. **Warehousing at intermediate points:** The network admins may also map physical or virtual warehousing as per the hierarchy decided and distribution points/ centre mapped.
- d. **Define SLA for supplies:** The network admin may also define Service Level Agreement (SLA) based on the order/demand quantity & frequency for supplies by seller's store/ transporters.

#### 1.4.10. Inventory Management:

The designated users of store/ seller and logistic service providers will manage inventory at their respective part in e-bazaar 2.0. They will broadly be facilitated by the system to perform following tentative processes:

- a. **Manage Demands:** The designated active user will be able to manage demands from orders as well as by reviewing consumption history of the products. The user will be facilitated to consolidate the product wise demands and share for requirement of supplies to onboarded sellers.
- b. **Manage Supplies & Returns:** The designated active users will be facilitated to supply the allocated stock to process order. In case of return and replaced items, the user will be facilitated to provide information for reverse logistic/ stock.  
The returns process includes but not limited to the subprocesses to handle products/ items returned for replacement/ products with expiry dates/ dead stock etc.
- c. **Stock Counts & Labeling:** The designated active users will confirm the stock count time to time (physical verification/ monitoring) and labels when placing the received stock in unit's premises. The labels may be related to price/size/product info etc. These labels might be pre-printed or the user will be able to choose requisite information to take print of the required labels.
- d. **Transfers & Adjustments:** The designated users will be able to transfer or make adjustments in the stocks allocated to next level (store to logistic or logistics to store) based on the requirement.

#### 1.4.11. Pick-up/ Delivery Management:

- a. **Order/ Return Order processing:** The designated active user will be able to acknowledge and process orders/ return orders of pickup/ delivery. By default, the pickup/delivery orders will be auto acknowledged based on the mapped area of operation but in case of any unavoidable circumstances, the user may decline the order with appropriate reasons.

The user will also be facilitated to disclose his route plan for processing of the order which contains intermediate points/ transportation mode/ expected dates of pickup & delivery etc.

- b. **Pickup from Source:** The designated active users will be facilitated to provide details of pickup of the ordered item/ product from source location.
- c. **Pickup/ Deliver Item for return:** The designated active users will be facilitated to provide details of pickup/ delivery of the returned item/ product from source to destination location.
- d. **Pickup/Deliver item to be replaced:** The designated active users will be facilitated to provide details of pickup/ delivery of the returned and replaced item/ product from source to destination location. In some cases, the pickup/delivery of return and to be replaced product will be done by one delivery boy.
- e. **In Transit Transfers:** The designated active user will be able to transfer the picked-up stock during the transition from one transporter to another transporter or to another point according to its route plan for delivery.
- f. **Delivery to End Customer/ Consumer:** The designated active users will be able to deliver products/ item stock to the particular point/ end customer as per the processed order.
- g. **Payment Collection & Deposit:** The designated active users will also be able to collect payment from end consumer/ customer in case of Cash on Delivery (COD) and deposit the collected amount in specified bank account within the defined SLA for COD.

#### **1.4.12. Inspection & Audit Management:**

The module includes but not limited to carry out inventory monitoring with various tools such as physical verification/ social audit/ sudden inspection visits by the authorised users. The module will also facilitate admin level users to create required committees for inspection/ audit of the users.

The module based on the SLA performance of various seller/ logistic service providers/ logistic network, the user will be able to assess demand forecasts/ buying methods and respective collaborations with various stakeholders to strengthen the distribution network.

#### **1.4.13. Buyer Management Module:**

This module will allow authorised users to manage buyers in various categories/ sub categories. This module will be equipped with customer behaviours analysis tool based for profiling of the buyer's need and pattern of purchasing. With the help of this module buyer will be able to manage his/ her delivery addresses/ contact details or other required information which will be required for e-bazaar 2.0.

#### **1.4.14. Cart/ Checkout Management Module:**

This module will allow buyers to create cart various categories/ sub categories. Cart will allow buyer to add product which ever they want to purchase from e-bazaar. Those added product can be from different sellers.

During the cart checkout process all the items which has been added in the cart will be checked for their availability in the store and the detail draft invoice will be shown on the screen to the users with prices and applicable tax, or if any coupon or discount is applicable, the user will be able to apply on the purchase. At the time of checkout, the user will have a functionality to manage the quantity of the product before payment processing.

During this process, user will be asked for selection of payment, User will be able to select the payment process as per the options (Online through e-mitra payment gateway or COD) applicable.

#### **1.4.15. Customer Support/ Grievance Management Module:**

The dedicated **customer support/ grievance management module** (web enabled with SMS and email-based alert system) in the application for Helpdesk Call Management and SLA Reporting. The module will be designed and deployed in integrated manner to meet the SLA response & resolution timelines.

Customer support will handle all the queries related to the products, orders, seller information, store information, refund initiation process, handling the customer accounts, payment management, policies of the e-Bazaar etc. and may escalate the issues or the suggestion to the upper level in the defined escalation metrics for required action to ensure the customer satisfaction.

The module will include facility to provide feedbacks/ log queries/ tickets/ generation of FAQs subject wise/ help documents and should have AI based multilingual chatbot. (For multilingual details please refer Abbreviation & definition section).

This helpdesk module will be integrated to helpdesk management system of Rajasthan State to provide support on technical issues faced by any stakeholder as well as to manage policy/ regulatory issues.

The helpdesk as well as the home page of the system should provide easy and advanced search options by keywords or parameters in English, hindi or other languages (which are supported by content management) through text search & voice search.

#### **1.4.16. Discount/ Offer Management Module:**

The seller admin may create/ update and map applicable discounts/ offers for their respective products. The designated users will also be able to create and map promotional event/ loyalty programs for stock clearance/ customer engagement/ retention etc.. This event will have details of products/ respective stock/ promotional discount details/ duration etc.

#### **1.4.17. Content/ SEO Management Module:**

The designated admin users of onboarded seller/ project team/ logistic service provider/ stakeholder as per defined organization level, organizational structure & boundaries will perform the processes of define content along with defining categories and subcategories applicable in their respective organization/ product/ services.

The content management module should support extensive analytics and facilitate users to create/ manage the required content which includes but not limited to about products/ offers/ discounts etc. with:

- Key highlights of products/ seller.
- “Where/ how to buy” section to provide detailed information of various channels of purchase
- “What to do” section to provide detailed information to avail offers/ discounts/ promotional points.
- “When to be delivered” section to provide detailed information on when the delivery will be done at certain destination.
- “Whom to connect” section to provide detailed information of contact details to know more about product/ services of various stakeholders

The module should also have facility of translation and transliteration in multi languages of various combination of input content to desired output content such as text to text, speech to text, text to speech etc with inbuilt feature of SEO to support users to perform SEO management activities as per the scope mentioned in the RFP.

#### **1.4.18. Payment/ reconciliation Management Module:**

The designated active user will be able to receive/ acknowledge payment from customers and make payment to seller. The provision of online payment facility will be made through e-mitra integration. In some cases, it requires the

designated active user will be able to enter the payment details (Mode/Instrument/ Amount etc.) in the system. The system allows the designated active user to generate reconciliation reports as and when required.

The designated active user will be able to receive payment online (with integrated e-Mitra/ RPP) or able to enter details of payment received manually (Mode/Instrument Details/ COD etc.) and further deposit the payment online (with integrated e-Mitra/ RPP) to seller/ respective stakeholder accounts as per requirement of the SLA/ contract, if required. The system will also facilitate the designated active user to manage tax returns by providing required reports on receipts/ deposits.

### 1.5. Database Layer:

This layer will have configuration files, database of transactions/ masters related to application, retail outlets/warehouse/ supplier database, transaction log & audit trails and service database of various third-party applications/ databases.

### 1.6. Integration Layer:

As per the IT architecture and IT policy of Rajasthan State, the possibilities of integration of proposed system will be explored with the Rajasthan State's stack such as RajSSO, e-Sign, e-Mitra, RajDhaara, Raj e-sewadwar, Rajsampark, RPP, e-sign etc. to provide seamless unified dashboards for operational field staff and decision makers of the project stakeholders.

The tentative list of the third-party applications to be integrated are as follows:

S.No.	Third Party Application	Purpose of Integration
14.	RajSSO	Authenticated access to users
15.	E-Mitra	If e-mitra Kiosks are used as stakeholder of the scheme
16.	Rajasthan Payment Platform (RPP)	If required for payment receipt/ transfer
17.	E-Sanchar & Rajmail	SMS and e-Mail gateway
18.	RajDharaa	Rajasthan state's GIS platform for mapping/ dashboards
19.	RajMaster	Source of administrative boundaries
20.	RajSampark & 181	To integrated Rajasthan Grievance management system and helpdesk
21.	MSME	To get details of MSME if available
22.	IFMS	If require, to share information for expenses and payment received
23.	e-Sign	If user department needs to generate e-signed documents
24.	Dept. Web	Information sharing to departmental websites or internal portals
25.	Logistics	To track supplies or Seamless integration of processes and subprocess of logistic network application to manage complete supply chain as and when required.
26.	Accounting Applications	To import/ export reports and information with accounting applications like tally etc.

S.No.	Third Party Application	Purpose of Integration
27.	Forums	To integrate social media platforms for content management/ visitor analysis/ sentiment analysis/ SEO/ marketing/ promotions etc.

If required, any other third-party application will be integrated during the entire period of project.

**Note:** The above-mentioned modules are indicative may be finalized at the time of study/ design, the functionality and technical architecture of the solution should be modular & configurable.

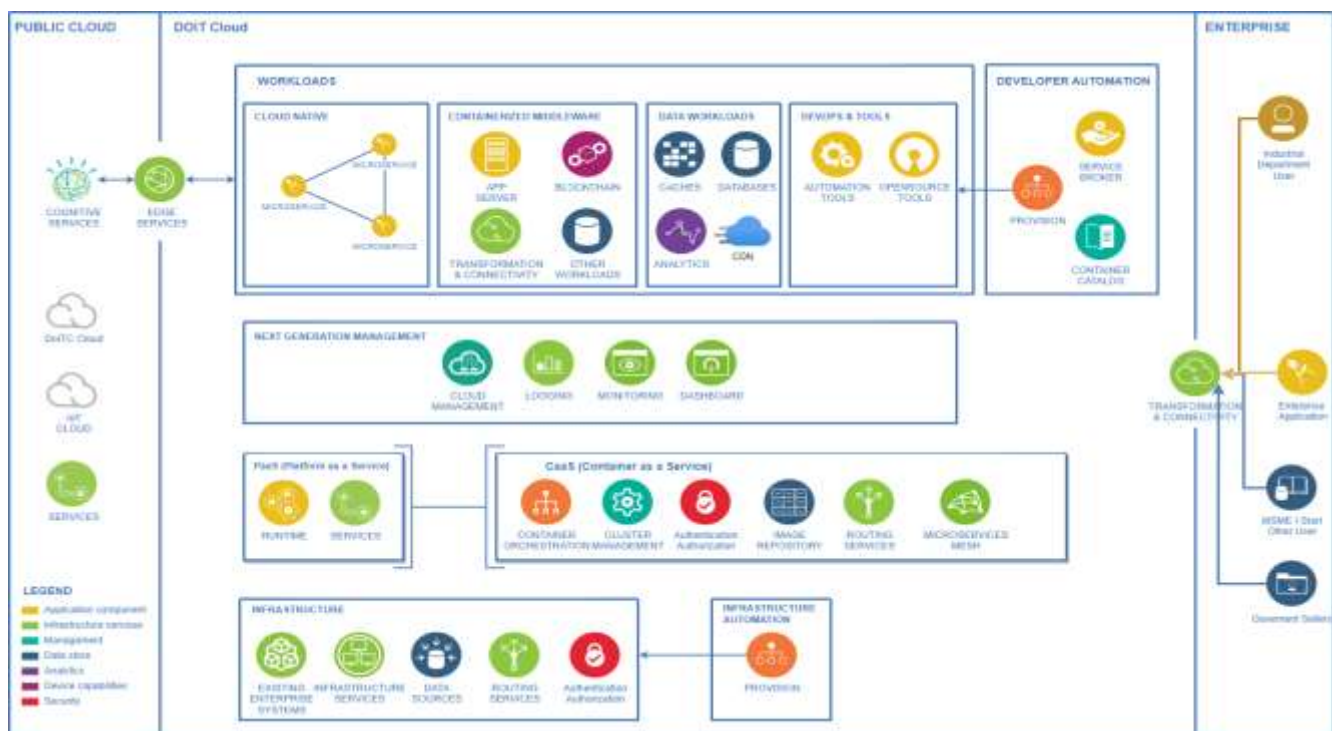
## 2. Technical Specifications & Standards:

### 2.1. Indicative Technical Architecture:

The proposed solution should be designed and developed considering the principles of **Microservice architecture** and standards & norms defined by MEITY, GIGW, WCAG & DOIT for services, meta data, configurable & modular customizable components etc.

As shown in the below image the whole system needs to follow a simple microservice based architecture where in the **Enterprise Network** consists for product/ service providers/ sellers/ stakeholders with separate data repositories for their respective organization and offerings for consumer/ users of other stakeholders and in the **Public Network** consists for consumers/ customers with separate data repositories to avail offerings of various onboarded sellers/ stakeholders.

The **DOIT Cloud** will be equipped with secure and robust e-commerce application with analytics, cognitive actionable insights, streaming computing, informative governance and system management. The cloud will communicate/



integrated with internal modules/ 3<sup>rd</sup> Party applications of both referred networks through API gateway where the APIs orchestrate to provide required services.

The architecture must have following features:

- **Loose Coupling**

Loose coupling in microservices implies that updating a particular service won't affect the other services or the software application's overall functionality. However, the two services will be able to contact each other through API calls. The architecture of the application should be capable to convert each of the features or functionality of the application into an independently testable, deployable, and maintainable service.

- **Improved Scalability**

The expected microservices architecture shall cut down the annoyances associated with the source code's total rewrites when an issue arises. It should help to put away the perils of days and hours of restructuring the code of application into several smaller modules.

- **Scalability**

With implemented microservices, the development and the Agile testing team shall not have to scroll endlessly through the tens of thousands of KLOCs to identify bugs or modify existing code to add new functionalities.

When divided into smaller segmented services, the large chunk of the application shall make it convenient to handle the tasks mentioned above. This way, the microservices architecture shall facilitate the continuous delivery of software.

- **Improved Fault Isolation**

If there is a memory leak in one of the services or a service is down of the distributed microservices architecture then only the affected service will experience downtime, and the fault will be isolated from the rest of the application.

The fault isolation should ensure that the other part of the application continues to offer seamless and uninterrupted service when one of the microservice breaks down.

- **Support/ Manage Load Balancer at each tier Fault**

To handle high traffic conditions with zero downtime, traffic distribution/ management should ensure that individual resources don't become overloaded while others sit idle.

## 2.2. Application Design & Development:

- Compliance with industry standards:** Solution shall be compliant with latest industry standards wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing.
- Platform Flexibility:** Open Standards and Interoperability (Usage of standard APIs) shall be considered Web-centric, multi-tier architecture shall be used.
- Compliance to SOA and EAI:** Application shall be based on Service Oriented Architecture (SOA) and EAI. All modules of the application shall expose key functionality through Software APIs in form of SOAP & WS-\* or JSON & REST etc. so that they can be consumed by other applications.
- User Interface:** The application's UI should be based on HTML5 standard or better and should be compatible with all devices like Desktop, Smartphone and tablet etc. The application interface should be responsive and required.
- Error Handling:** Ensure applications execute proper error handling so that errors will not provide detailed system information, deny service, impair security mechanisms, or crash the system.
- Rich User experience:** The solution should have capability where any services like Payment Gateway, the mobile devices for queries/ reporting and providing day-to-day approvals by competent authorities as per authorized workflow for different kind of requests; and external entities like bank, departments and others can invoke this framework by passing the required parameters and specifying the desired output.

**g) The mobile application must be compatible with latest IOS and android platforms available since 2018.**

The app should facilitate designated users to use all services offered by the portal along with following features:

- Downloadable from QR code i.e. barcode scanner to be used as a marketing avenue to help inspire consumers to download app at various important sites etc.
- Integration with Rajasthan Industry official website and other Government of Rajasthan websites
- Orientation and navigation (using smart phone GPS capability) for navigation path to the destination selected by the user.
- Push notifications (informative as well as actionable) to users with ability for the user to click/ Accept / Reject
- Decline receiving these notifications; Turn notifications On / Off.
- Ability for users to share their comments with friends and networks via Facebook, Twitter, YouTube channel & LinkedIn.
- English, Hindi will be the default and initial language however, the app should be scalable so as to easily and cost-effectively add other languages at later time.
- Mobile app solution should be scalable to allow for easy upgrades in future.
- Offline content is required to offer users a rich experience without having to worry about incurring roaming charges.

### 2.3. Technology Standards

- a) Browser Compatibility:** The Application should support common web and mobile browsers like Google Chrome, Internet Explorer, Firefox, Safari and Opera Mini etc.
- b) Bi-Lingual Support:** Application shall support at least Unicode 5.1/ 6.0 standard based Bi-lingual versions for user interface. It is expected to be in the Hindi and English (India) languages.
- c) Anywhere Access:** Application shall be deployed on state government datacentre to enable anytime, anywhere access and to address auto-sync/save, efficiency, peak load handling issues. The application should also function on the low bandwidth (64 Kbps/ GPRS).
- d) Scalability, Reliability and Flexibility:** The technology must be scalable with Department's emerging requirements and must continue to be reliable as the information handling needs of the government increases. The architecture must be scalable and flexible for modular expansion.
- e) Interoperability:** The system should be interoperable and should comply with open standards for easy integration. The entire system/ subsystem should be interoperable, in order to support information flow and integration. Operating systems and storage technologies from several suppliers must interact well with each other.
- f) Replicability:** The solution should replicable to define, design and implement Distribution Network for other departments and organization for their respective schemes.
- g) Single Sign On (SSO):** Government of Rajasthan, as part of its IT Architecture, the application will be accessible through SSO ID.
- h) Presentation Layer:** The presentation layer i.e. User Interface would be used for the receiving and delivery information for to and from the end-user of the application. It should be responsive.
- i) Workflow System:** Workflow would be used with the automation of procedures where documents, information or tasks are passed among participants according to a defined set of rules to achieve, or contribute to an overall business goal. A workflow system would manage and monitor the state of activities in a workflow, such as the processing and approval of various application forms, and determines which new activity to transition to according to defined processes.

### 2.4. Security Standards

- a) Application Access:** Ensure applications processing data properly for authenticated users (through central authentication systems), specifically: SSO Login. Establish authorizations for applications by affiliation, membership, or employment, rather than by individual. If individual authorizations are used, these should expire and require renewal on a periodic (at least annually) basis.



- b) **Review:** Conduct code-level security reviews with professionally trained peers for all new or significantly modified applications; particularly, those that affect the collection, use, and/or display of confidential data. Conduct annual security tests of Internet applications.
- c) **Security:** application shall support both HTTP and HTTPS (SSL certificate shall be provided by Purchaser).
- d) **In addition to above, all required security standards will be followed as per the IT architecture and IT policy of Rajasthan.**

## 2.5. Quality Management Standards

- a) All project deliverables will be subject to a review and approval process and will be signed off by the purchaser.
- b) Peer reviews will be held for business design and technical design documents, and code-walkthroughs for non-generated code.
- c) Defining a test strategy has been scheduled in the Business Design phase. This strategy will include the development of test scenarios, test cases and a detailed test plan.
- d) An acceptance test task is included in the work plan to enable the business area to test the final product in a production-like environment prior to implementation. The initial requirements for this acceptance test will be documented during the business design.
- e) All system and application deliverables will be signed off prior to migration to production.

### Note:

- i. The shared functional requirements in this document are tentative and shall be finalised during the study phase. However, the improvement with respect to usability and cater new functional requirements, the system shall be improved gradually during the entire period of contract.
- ii. Expected peak concurrent users may be derived from the prospective user departments and other stakeholders i.e. 20000+ with the beneficiaries around 10000000+
- iii. The entire application should come with the following environment:
  - 1. Production (Active- Active Nodes)
  - 2. DR environment (If allotted by Department)
  - 3. UAT/ Pre-production Environment
  - 4. Development/Staging/ Test Environment
- iv. The solution will be designed and developed with advanced industry trends in technology for the industry which may be integrated with the solution to enrich user experience. These new trends include but not limited to integration with Augmented Reality/ Virtual Reality models, AI/ML based recognition technology, chatbots etc.
- v. Addition to above the design and architecture of the application should be done considering IT Policy and Architecture of DOIT&C. In case of any change in the specifications and standard based on the policy of DOIT&C and RSDC, the selected bidder has to comply those standards and specifications without any extra cost.