

Request for Proposal (RFP) for Selection of Technology Partner for Integrated Commercial Taxes Management System (ICTMS) for Commercial Taxes Department, Government of Rajasthan

File No.: F 4.2 (619)/ RISL/Tech/ 2023/ 3384

Dated: 04/08/2023

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, B-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Last Date & Time of Submission of Bid	06/10/2023 till 04:00 PM
Date & Time of Opening of Technical Bid	06/10/2023, 05:00 PM
Date & Time of Opening of Financial Bid	To be intimated to the technically qualified bidders

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

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

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

RajCOMP Info Services Limited (RISL)

First Floor, Yojana Bhawan, B-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Phone: 0141- 5103902 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as EMD.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procuring entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Managing Director, RISL in this bidding document.
Contract	A contract entered into between the procuring entity and a selected bidder concerning the subject matter of procurement
CTD	Commercial Taxes Department, Government of Rajasthan
Day	A calendar day as per GoR/ GoI.
DeitY, GoI	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
DTA	Directorate of Treasuries and Accounts, Government of Rajasthan
ETDC	Electronic Testing & Development Centre
FOR/ FOB	Free on Board or Freight on Board
GoI/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
G2C	Government to Citizen
G2G	Government to Government
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
FD	Finance Department, Government of Rajasthan
ICTMS	Integrated Commercial Taxes Management System
INR	Indian Rupee
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate

NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly.
Project Duration	The total Project duration is of 60 months including 18 months of Development and 42 months of FMS phase, which can be extended as per RTPP Act & Rules as per mutual consent
Project Site	Wherever applicable, means the designated place or places.
PSD	Performance Security Deposit. Instrument obtained against the issue of each individual work order
Purchaser/ Purchaser/ Procuring Entity	Person or entity that is a recipient of services provided by a seller(bidder) under a purchase order or contract of sale. Also called buyer. CTD/ RISL in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RFP/ Bidding Document	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, Jaipur
SD	Security Deposit obtained against the issue of Rate Contract
Selected/ Successful	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor who is declared as selected/ successful in the procurement/ bidding process and
Bidder/ Implementing Agency/ Vendor	signs an agreement with procurement entity to Design, Develop, Implement & Maintain Integrated Commercial Taxes Management System (ICTMS)
Services	Any subject matter of procurement other than goods or works and includes physical, warranty, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity.
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
STQC	Standardization Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
WO/ PO	Work Order/ Purchase Order

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

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Managing Director, RISL Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (PoIC) & Co-OIC	<ul style="list-style-type: none"> POIC Name: Sh. R. L. Solanki Designation: Technical Director Co-OIC Name: Sh. Tapan Kumar Designation: SA (Jt. Director) Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Email: ictms@rajasthan.gov.in
Subject Matter of Procurement	Request for Proposal (RFP) for Selection of Technology Partner for Integrated Commercial Taxes Management System (ICTMS) for Commercial Taxes Department, Government of Rajasthan
Bid Procedure	Single Stage: Two-Part (envelop) Open Competitive Bid Procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) - L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in, http://doitc.rajasthan.gov.in
Estimated Procurement Cost	INR 47.77 Crores (including taxes)
Document Fees & Processing Fees	<ul style="list-style-type: none"> Bidding document fee: Rs. 1,000 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". RISL Processing Fee: 2,500 (Rupees Two Thousand Five Hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): 95.54 Lacs i.e. 2.0% of the estimated procurement cost (mentioned above) Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"
Period of Availability of Bidding Document (Start/ End Date)	22-09-2023 06.00 PM to 06-10-2023 04.00 PM
Date/ Time/ Place of Pre-bid meeting	<ul style="list-style-type: none"> Date: 11-08-2023 Time: 3:30 PM Place: Board Room, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Manner, Start/ End Date for the submission of Bid	<ul style="list-style-type: none"> Manner: Online at e-Proc website http://eproc.rajasthan.gov.in Start date: 22-09-2023, 06:00 PM End date: 06-10-2023, 04:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<p>Start Date: 22-09-2023 End Date: 06-10-2023 till 04:00 PM</p>

INVITATION FOR BID (IFB) & NOTICE INVITING BID (REVISED)

Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: 06-10-2023 • Time: 05:00 PM • Place: Board Room, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	<ul style="list-style-type: none"> • Will be intimated to the technically qualified bidders
Bid Validity	180 days from the bid submission deadline

Note:


- 1) Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for RISL Processing Fees should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) * In case, the bidder fails to physically submit the Banker's Cheque/ Demand Draft for RISL Processing Fee up to the time as mentioned in the NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bid. Bidder can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidder must register on <http://eproc.rajasthan.gov.in> (bidder already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidder is requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidder is also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidder interested for training may contact e-Procurement Cell, RISL for booking the training slot.
Contact No: 0141-4022688 (Helpdesk 9:30am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bid.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder/ authorised partner.
- 9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
- 10) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.

Start Date: 22-08-2023
End Date: 06-10-2023 04:00 PM



R.L.Solanki
(Technical Director)

CORRIGENDUMS

 **RajCOMP Info Services Ltd.**
(A Government of Rajasthan undertaking) email: info.risl@rajasthan.gov.in
website: www.risl.rajasthan.gov.in

Ref. No. : F4.2(619)/RISL/Tech/2023/ **3718** Date : **18-08-2023**


Corrigendum


Request for Proposal (RFP) for Selection of Technology Partner for a turn key project ICTMS for Commercial Taxes Department, Government of Rajasthan

NIB Ref. No. F4.2(619)/RISL/Tech/2023/3384 Dated 04-08-2023
UBN : RIS2324GLOB00040
Tender Id : 2023_RISL_356256_1

Due to unavoidable reasons the dates under the aforementioned RFP are revised as follows :

Manner, Start/End Date for submission of Bids	<ul style="list-style-type: none"> • Manner : Online at eProc website (http://eproc.rajasthan.gov.in) • Start Date : 23-08-2023 at 06:00 PM • End Date : 11-09-2023 till 04:00 PM
Submission of Banker's Cheque/Demand Draft for Tender Fee, Bid Security and Processing Fee*	<ul style="list-style-type: none"> • Start Date : 23-08-2023 at 06:00 PM onwards • End Date : 11-09-2023 till 04:00 PM
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date : 11-09-2023 • Time : 05:00 PM • Place : Board Room, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan)


R. L. Solanki
Technical Director

 **RajCOMP Info Services Ltd.**
(A Government of Rajasthan undertaking) email: info.risl@rajasthan.gov.in
website: www.risl.rajasthan.gov.in

Ref. No. : F4.2(619)/RISL/Tech/2023/ **3803** Date : **23-08-2023**

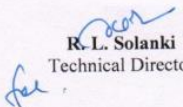
Corrigendum


Request for Proposal (RFP) for Selection of Technology Partner for a turn key project ICTMS for Commercial Taxes Department, Government of Rajasthan

NIB Ref. No. F4.2(619)/RISL/Tech/2023/3384 Dated 04-08-2023
UBN : RIS2324GLOB00040
Tender Id : 2023_RISL_356256_1

The revision in dates of aforementioned RFP is as follows :

Manner, Start/End Date for submission of Bids	<ul style="list-style-type: none"> • Manner : Online at eProc website (http://eproc.rajasthan.gov.in) • Start Date : 04-09-2023 at 06:00 PM • End Date : 20-09-2023 till 04:00 PM
Submission of Banker's Cheque/Demand Draft for Tender Fee, Bid Security and Processing Fee*	<ul style="list-style-type: none"> • Start Date : 04-09-2023 at 06:00 PM onwards • End Date : 20-09-2023 till 04:00 PM
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date : 20-09-2023 • Time : 05:00 PM • Place : Board Room, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan)


R. L. Solanki
Technical Director

 RISL	RajCOMP Info Services Ltd. (A Government of Rajasthan undertaking)	email: info.risl@rajasthan.gov.in website: www.risl.rajasthan.gov.in
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Ref. No. : F4.2(619)/RISL/Tech/2023/ 4060 Date : 04-09-23

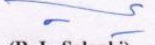
Corrigendum

Request for Proposal (RFP) for Selection of Technology Partner for a turn key project ICTMS for Commercial Taxes Department, Government of Rajasthan

NIB Ref. No. F4.2(619)/RISL/Tech/2023/3384 Dated 04-08-2023
UBN : RIS2324GLOB00040
Tender Id : 2023_RISL_356256_1

The revision in dates of aforementioned RFP is as follows :

Manner, Start/End Date for submission of Bids	<ul style="list-style-type: none"> • Manner : Online at eProc website (http://eproc.rajasthan.gov.in) • Start Date : 07.09.2023 at 10:00 AM • End Date : 22.09.2023 till 04:00 PM
Submission of Banker's Cheque/Demand Draft for Tender Fee, Bid Security and Processing Fee*	<ul style="list-style-type: none"> • Start Date : 07.09.2023 at 10:00 AM • End Date : 22.09.2023 till 04:00 PM
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date : 22.09.2023 • Time : 05:00 PM • Place : Board Room, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan)


(R. L. Solanki)
Technical Director

 RISL	RajCOMP Info Services Ltd. (A Government of Rajasthan undertaking)	email: info.risl@rajasthan.gov.in website: www.risl.rajasthan.gov.in
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Ref. No. : F4.2(619)/RISL/Tech/2023/ SPL 1 Date : 06-09-2023

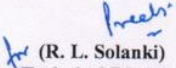
Corrigendum

Request for Proposal (RFP) for Selection of Technology Partner for a turn key project ICTMS for Commercial Taxes Department, Government of Rajasthan

NIB Ref. No. F4.2(619)/RISL/Tech/2023/3384 Dated 04-08-2023
UBN : RIS2324GLOB00040
Tender Id : 2023_RISL_356256_1

As per directions, the revision in dates of aforementioned RFP is as follows :

Manner, Start/End Date for submission of Bids	<ul style="list-style-type: none"> • Manner : Online at eProc website (http://eproc.rajasthan.gov.in) • Start Date : 13.09.2023 at 06:00 PM • End Date : 27.09.2023 till 04:00 PM
Submission of Banker's Cheque/Demand Draft for Tender Fee, Bid Security and Processing Fee*	<ul style="list-style-type: none"> • Start Date : 13.09.2023 at 06:00 PM • End Date : 27.09.2023 till 04:00 PM
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date : 27.09.2023 • Time : 05:00 PM • Place : Board Room, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan)


(R. L. Solanki)
Technical Director



RajCOMP Info Services Ltd.
(A Government of Rajasthan undertaking)

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Ref. No. : F4.2(619)/RISL/Tech/2023/ 4365

Date : 13-9-2023

Corrigendum

Request for Proposal (RFP) for Selection of Technology Partner for a turn key project ICTMS for Commercial Taxes Department, Government of Rajasthan

NIB Ref. No. F4.2(619)/RISL/Tech/2023/3384 Dated 04-08-2023

UBN : RIS2324GLOB00040

Tender Id : 2023_RISL_356256_1

As per directions, the revision in dates of aforementioned RFP is as follows :

Manner, Start/End Date for submission of Bids	<ul style="list-style-type: none"> • Manner : Online at eProc website (http://eproc.rajasthan.gov.in) • Start Date : 15.09.2023 at 06:00 PM • End Date : 29.09.2023 till 04:00 PM
Submission of Banker's Cheque/Demand Draft for Tender Fee, Bid Security and Processing Fee*	<ul style="list-style-type: none"> • Start Date : 15.09.2023 at 06:00 PM onwards • End Date : 29.09.2023 till 04:00 PM
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date : 29.09.2023 • Time : 05:00 PM • Place : Board Room, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan)

(R. L. Solanki)
Technical Director



RajCOMP Info Services Ltd.
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Ref. No. : F4.2(619)/RISL/Tech/2023/ 4454

Date : 15-9-23

Corrigendum

Request for Proposal (RFP) for Selection of Technology Partner for a turn key project ICTMS for Commercial Taxes Department, Government of Rajasthan

NIB Ref. No. F4.2(619)/RISL/Tech/2023/3384 Dated 04-08-2023

UBN : RIS2324GLOB00040

Tender Id : 2023_RISL_356256_1

As per directions, the revision in dates of aforementioned RFP is as follows :

Manner, Start/End Date for submission of Bids	<ul style="list-style-type: none"> • Manner : Online at eProc website (http://eproc.rajasthan.gov.in) • Start Date : 22.09.2023 at 06:00 PM • End Date : 06.10.2023 till 04:00 PM
Submission of Banker's Cheque/Demand Draft for Tender Fee, Bid Security and Processing Fee*	<ul style="list-style-type: none"> • Start Date : 22.09.2023 at 06:00 PM onwards • End Date : 06.10.2023 till 04:00 PM
Date/Time/Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date : 06.10.2023 • Time : 05:00 PM • Place : Board Room, RISL, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur – 302005 (Rajasthan)

(R. L. Solanki)
Technical Director



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Ref. No. : F4.2(619)/RISL/Tech/2023/ 4563

Date : 21-9-2023

Corrigendum

**Request for Proposal (RFP) for Selection of Technology Partner for
project ICTMS for Commercial Taxes Department, Government of Rajasthan**

NIB Ref. No. F4.2(619)/RISL/Tech/2023/3384 Dated 04-08-2023

UBN : RIS2324GLOB00040

Tender Id : 2023_RISL_356256_1

The BoQ is revised for the RFP for Selection of Technology Partner for the project
ICTMS for Commercial Taxes Department, Government of Rajasthan.

A handwritten signature in blue ink, appearing to read 'R. L. Solanki'.

(R. L. Solanki)
Technical Director

2. PROJECT PROFILE & BACKGROUND INFORMATION:

The Commercial Taxes Department (CTD), Government of Rajasthan (GoR) has an important role in the fiscal structure of the State and administers the GST, VAT, and other Taxes. The department is a major contributor in the tax revenue collection by the State Government.

At present, the department is administering the following Acts:

- 1) The Rajasthan Goods and Services Tax Act, 2017
- 2) The Central Goods and Services Tax Act, 2017
- 3) The Integrated Goods and Services Tax Act, 2017
- 4) The Rajasthan Value Added Tax Act, 2003 in respect of goods included in the Entry 54 of the State List of the Seventh Schedule to the Constitution
- 5) The Rajasthan Electricity (Duty) Act, 1962

Rajasthan being a model-2 state under GST regime is utilizing the centralized common system developed by the GSTN for all states. To meet the state specific customized requirements, the department is putting continuous efforts by using the analytical system to equip department for better decision making and tax administration.

Currently, the state is using the data provided by GSTN through APIs. A central repository is created at State Data Centre (SDC) to store the GST data which is being utilized for analytical purposes and decision support system. The department is keen to augment this practice further by taking various initiatives such as intra & inter-department integrations, inter-state data flow, augmenting the processes to minimize human interventions, use of emerging technologies, etc. The department is also using the old system for Value Added Tax (VAT) for which the technology has become obsolete. Also, the major base of taxpayers has been migrated from VAT to GST regime. Therefore, there is a need to conceptualize a new robust & optimized solution with new technology to cater the requirements of the department.

In lieu of the above several initiatives, the department is looking forward to having an Integrated Commercial Taxes Management System (ICTMS). This integrated system will be having a common user interface and database of the existing systems running in siloes as of now. This will provide the single platform for all the systems (VAT, RIPS, GST, etc.) under CTD, in order to achieve the better taxpayer services and effective & efficient workings of tax officials. ICTMS will also act as a single source of truth from the CTD for the envisaged Integrated Revenue Management System (IRMS) of Finance Department (Revenue Division).

Need of the system ICTMS (Challenges/ Reasons): There are challenges in using existing system-

- Many applications like VAT, RIPS, GST etc. are working in silos (that are to be made part of a comprehensive proposed solution)
- No direct interfacing and interaction with external systems
- Upgradation related issues
- Performance optimization issues
- GSTN and BoWeb are separate software being used for GST and thus is difficult to use in an integrated manner.

The application software shall cover all the features of existing systems like RajTAX, RajVISTA, GSTN and BoWeb system with upgraded technology stack that shall address

Performance optimization issues being faced in existing system, along with having a common user interface and database of the existing systems running in siloes. This will provide the single platform for all the systems (VAT, GST, RIPS, etc.) under CTD.

Project Objective: A comprehensive software solution constituting below mentioned sub-systems/ modules to perform the functions mentioned as under. The Application Software shall eradicate the limitations and challenges being faced in using existing VAT system as well as shall have additional features mentioned below for better service of tax-payers and officials. It shall constitute/ cover:

1. New VAT IT system:
 - a. Computerization of processes like Registration, Returns, Payments, Refunds, Scrutiny/ Assessment of mismatches, Appeal & Revision, Demand & Recovery, MIS Reports and Dashboards
2. GST Support Utility:
 - a. GST related automation through consuming the existing APIs provided by the GSTN and to execute the use cases where manual interventions can be reduced.
 - b. Indicative Use Cases where GST Support Utility can be implemented:
 - i. Scrutiny of Returns
 - ii. Assessment of Non-Filer of Returns
 - iii. Assessment of Unregistered Persons
 - iv. Demand and Recovery
 - v. CRU (Central Registration Unit)
 - vi. Appellate system
 - vii. GST Audit Utility
3. Integration across different systems for data processing and verification:
 - a. Internal (VAT, GST)
 - b. Inter-state (CBDT, CBIC, CIBIL, MCA, NHAI, etc) and Intra-state (RIPS, Transport, IGRS, Mining, Excise, Power & Consumption, PWD, ESI, BRN, etc)
4. Following Additional Modules are proposed to be made part of the system for better services of taxpayers
 - a. E-Tax Officer platform/ Portal - AI based “e-Tax Officer software platform” to enable the taxpayers/dealers to undertake the self-tax scrutiny.
 - b. Tax Mitra Module- Software interface and information system of Tax Mitra on ICTMS to enable the dealers/taxpayers to utilise the assigned 2000 Tax Mitra (Commerce Graduates/ Chartered Accountants) for tax filing related assistance.
 - c. Chat Bot - to resolve the queries of public and dealers/taxpayers at real time and to enhance dealer communication and boost the level of engagement
 - d. Faceless Tax Admin Module- System for data driven selection and allocation of cases for scrutiny using data analytics and artificial intelligence

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

Sr. no.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a company registered under Indian Companies Act OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR A Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)	Copy of Certificates of incorporation/ Certificate of Registration
2.	Compliance to Land Border Policy	Bidder should comply with Sub rule 4 under rule 13 of RTPP 2013.	A Self certified letter as per Annexure-14
3.	Financial: Turnover from IT/ ITeS	Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. from FY 2017-18 to FY 2021-22 (as per the last published audited balance sheets), should be at least INR 225.00 Crores.	CA Certificate with CA's Registration Number, Seal and UDIN
4.	Financial: Net Worth	The net worth of the bidder as on 31-03-2023 should be Positive.	CA Certificate with CA's Registration Number/ Seal and UDIN
5.	Technical Capability -I	The bidder must have successfully implemented/ongoing One IT Application Software Development Project (in domain: e-Governance/ Finance/ Taxation/ Banking/ Revenue) in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 50.00 Crore (only for Application software development activities) during the period from 01-Apr-2014 till last date of submission. OR The bidder must have successfully implemented/ongoing Two IT Application Software Development Projects (in domain: e-Governance /Finance/ Taxation/ Banking/ Revenue) in any state/	The documents submitted in form of work orders / agreement / client certificate/ self-certificate by Company Secretary/ Statutory Auditor/ Chartered Accountant (with registration number/ Seal and UDIN) certificate should confirm project duration, nature and value of services delivered including project cost.

		<p>central government departments/ parastatals/ Banks/ RBI with total value not below INR 55.00 Crore (only for Application software development activities) during the period from 01-Apr-2014 till last date of bid submission.</p> <p>OR</p> <p>The bidder must have successfully implemented/ongoing Three IT Application Software Development Projects (in domain: e-Governance / Finance/ Taxation/ Banking/ Revenue) in any state/ central government departments/ parastatals/ Banks/ RBI with total value not below INR 60.00 Crore (only for Application software development activities) during the period from 01-Apr-2014 till last date of bid submission.</p>	<p>Annexure-9 for each project reference,</p> <p>AND</p> <p>{Work Completion Certificates from the client.</p> <p>OR</p> <p>Roll out proof, Work Order + Self Certificate of Completion along with certified document from the Statutory Auditor/CA with CA's Registration Number/ Seal and UDIN, having project completed/ remittance value equivalent to the amount mentioned.</p> <p>OR</p> <p>Work Order + Phase Completion Certificate (having project completed/ remittance value equivalent to the amount mentioned) from the client.}</p>
6.	Technical Capability - II	Bidder should have valid CMMI level 5 certificate as on last date of bid submission.	Relevant documents (valid document at the time of submission of bid)
7.	Technical Capability - III	The bidder must have at least 500+ resources of IT/ ITeS profile on its full-time payroll as on last date of bid submission.	Annexure -13
8.	Tax registration and clearance	The bidder should have a registered number of 1. GST where his business is located 2. Income Tax / Pan Number	<ul style="list-style-type: none"> • Copies of PAN • GST registration Certificate/ Number
9.	Mandatory Undertaking	<p>Bidder should: -</p> <p>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;</p> <p>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</p>	A Self Certified letter as per Annexure-3: Self-Declaration

		<p>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;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p>	
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In addition to the provisions regarding the qualifications of the bidders as set out in (1) above:

- a. the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-5: ITB”; and
- b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK, DELIVERABLES & TIMELINES:

4.1 Overview:

With respect to the ICTMS, the CTD seeks to develop system with the below scope of work.

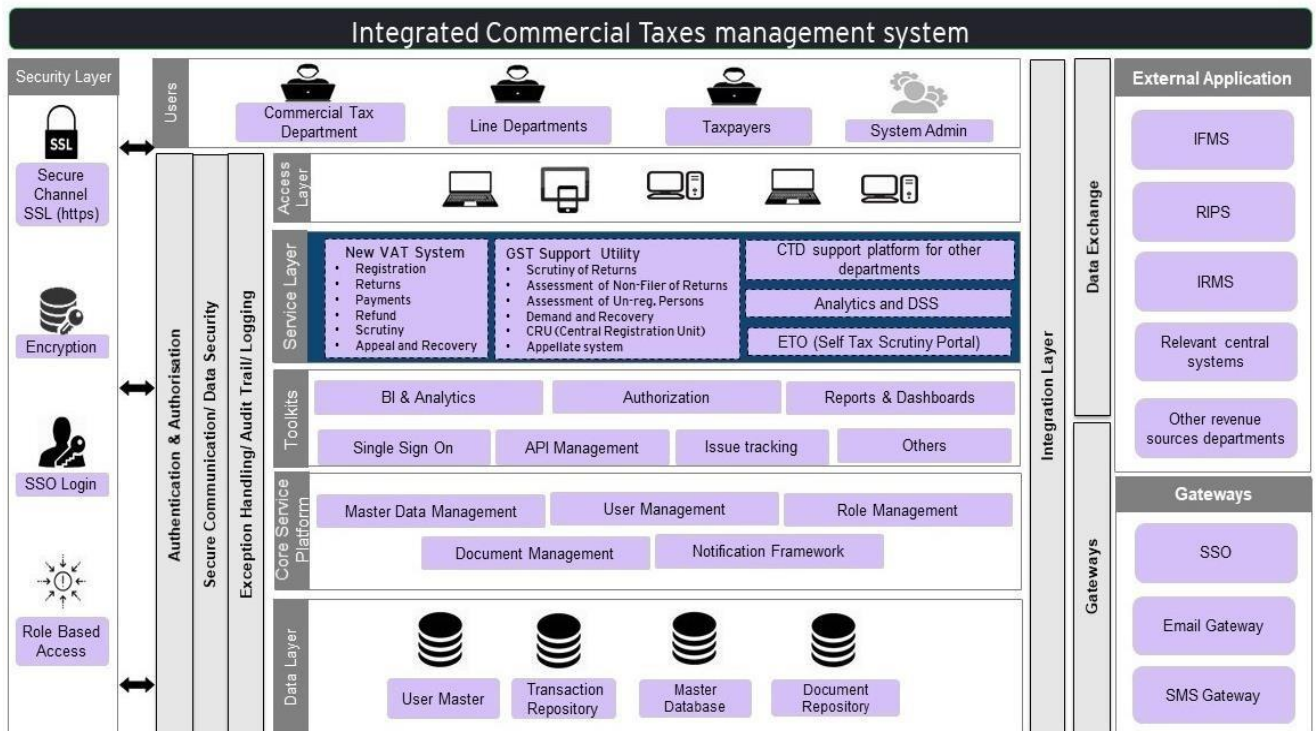
- Analyse the challenges of current system, understand the expectations of stakeholders and various integration touch points for ICTMS
 - Conduct the stakeholder workshops & brainstorming sessions
 - Preparation of Requirement Traceability Matrix (RTM)
 - Preparation of roadmap for development & implementation of ICTMS, and effective transition from legacy systems
- Preparation of project plan, FRS, SRS and other supporting documents as required
- Design the various components of ICTMS and prepare the design documents.
- Development of various modules under ICTMS based on approved design documents
- Conduct testing (Unit & Regression) and assist the department in conducting User Acceptance Testing (UAT)
- Customization & bug fixes as per the UAT and performance tuning based on the feedbacks
- Facilitate the security audit of application by the department or nominated agency and ensure the compliances towards the Audit findings
- Conduct the Proof of Concepts (POC), Pilot run and Go-Live of the ICTMS
- Execution of data migration from legacy system
- Adherence to the standard guidelines and compliances issued by the Government of India such as GIGW, MeitY and the guidelines issued by the State Government
- Conduct the training workshops & handholding sessions throughout the project period as per the requirement of the department
- Integration of ICTMS with various other systems (like IRMS, RIPS, MCA, CBDT, Mining, Transport, Electricity, etc.) as and when suggested by the department
- Provide post implementation support to manage the business operations & maintenance activities for ICTMS
- Cater the changes/upgradation required in system as per business requirements of CTD
- Ensure compliances to the requirements, Service level agreements and timelines of the project
- Preparation of documents required for the effective project governance, development, implementation, operations and exit management of project

The selected vendor shall work & support across the design, development, implementation, and operations of the ICTMS. The ICTMS is envisaged considering the futuristic requirements of the department and emerging technologies. The proposed architecture and components of ICTMS are detailed in further section.

4.2 Proposed System Component Architecture

Considering the complexity and requirements as described in scope of work section, the system component architecture for ICTMS shall have integrated platform architecture with Security access control layer throughout the Application. The proposed solution would follow N-Tier Architecture to increase flexibility, maintainability, and scalability. Each Layer would be made by grouping similar kind of services and reusable components.

The overall solution architecture of ICTMS is depicted below.



The ICTMS ecosystem is to be based on Microservices based architecture.

The proposed ICTMS ecosystem is meant to provide high volume service delivery, service orchestration and integration through e-Services under highly available and auto-scalable containerized infrastructure platform and will be delivered through multiple Omni channel.

ICTMS platform architecture is expected to be multi layered architecture involving different set of technologies such as API Management, distributed streaming, RDBMS etc. to support service delivery platform. The core platform also leverages and manages the different technologies stacks for implementation and integration of services and applications. The deployment and management of microservices will be essential part of core platform.

Ecosystem deployment will be based on enterprise level microservice based architecture.

The microservice architecture covers and represents following capabilities:

- Microservices Supported Tools and Technologies
- Cloud Capabilities
- Migration Strategy

4.3 Unified Functional and Technical Requirements of ICTMS:

4.3.1 System requirements-

- **Browser/platform considerations:** Application should be supported by all types of browsers, platforms, and mobile OS such as androids, iOS, etc.
- **Mobile responsiveness:** All the applications/modules must have mobile responsiveness so that mobile and tablet users can view content properly.
- **Multi-level Access roles:** All the web applications must have authority-based accesses and can be configured through admin for giving privilege based upon the role of the user through masters.
- **Dashboard and MIS:** There should be module-based dashboard and template-

based MIS as Decision support system.

- The envisaged system should have the capability to apply BOT, wherever applicable, to eliminate the redundant processes.
- System should have the feature to generate notifications on identified trigger points to designated mobile no. and email ids mapped into the system
- ICTMS should have follow all the guidelines issued by Government of India for Indian government websites. (<https://guidelines.india.gov.in>). Website shall also ensure that the system implementation must meet requirements of MeitY guidelines.
- **File Compression:** Modules in which user can upload any kind of files must have file compression algorithm configured to reduce the storage space
- Adherence to Data Storage & Archival policies given by the department.
- **Admin panel:** should be easily accessible by a web administrator where She/he can update the website content (Text, images, files, etc.).
- **SEO optimization:** ICTMS should be SEO friendly; Website URLs and metatags should have on page SEO optimized. So that Search engines can easily display our website desired page to users searching on browsers.
- **Single Sign on:** ICTMS should have a single sign on feature to access all the applications integrated with the Web portal.
- System enablement to cater the functionalities and use cases of emerging technologies such as Blockchain, Artificial Intelligence (AI), Machine Learning (ML), Robotic Process Automation (RPA), etc.
- Manuals for each integrated application in Hindi and English for training purposes.

4.4 Business Requirements of ICTMS: Envisaged scope for development of ICTMS can be categorized into below mentioned initiatives:

- (1) New VAT IT system and Invoicing Module
- (2) GST Support Utility
- (3) Integration across different systems for data processing and verification
- (4) Additional Modules
 - a. E-Tax Officer (Self Tax Scrutiny platform)
 - b. Tax Mitra Module
 - c. Faceless Tax Admin Module
 - d. Chat Bot

4.4.1 New VAT IT system -

New VAT IT system will replace the existing VAT IT system and all the legacy data will be migrated to the new system. This system should include all the baseline features of existing VAT IT system with the upgraded technology stack.

Modules to be developed under new VAT IT system are provided below.

- Registration
- Returns
- Payments
- Refunds
- Scrutiny/ Assessment of mismatches
- Appeal & Revision
- Demand & Recovery
- MIS Reports and Dashboards

Existing processes of VAT IT System with identified modules list and detailed workflow manuals can be referred at **Annexure-15 & Annexure-16** of this RFP document. The new system should mitigate all the challenges under the existing VAT system (refer **Annexure-17**).

The selected vendor shall be responsible for analysing the requirements, designing and development of VAT IT system and related modules for CTD. The overall responsibility of the selected System Integrator (SI) shall be to design, develop, implement, and maintain VAT application, related modules & forms, web portal, etc.

Invoicing Module:

The System Integrator (SI) shall be responsible for designing & development of an invoicing & accounting module for businesses (taxpayers/unregistered users). The module shall enable the users to create/generate the bills, generate MIS reports for accounting & reporting purposes, track payments/expenses, and manage their inventory.

4.4.2 GST Support Utility-

The System Integrator (SI) shall be responsible for analysing the requirement, designing and development of GST related automation through consuming the existing APIs provided by the GSTN and to execute the use cases where manual interventions can be reduced. The overall responsibility of the selected vendor shall be to design, develop, implement, and maintain GST automation application.

4.4.2.1 Indicative Use Cases where GST Support Utility can be implemented

- (1) Scrutiny of Returns
- (2) Assessment of Non-Filer of Returns
- (3) Assessment of Unregistered Persons
- (4) Demand and Recovery
- (5) CRU (Central Registration Unit)
- (6) Appellate system
- (7) GST Audit Utility
- (8) Two-way interactive Zonal DC Dashboards
- (9) Integration with existing BIU feedback portal
- (10) Integration with existing Advanced Analytics Portal
- (11) Enforcement tracking and monitoring system

4.4.2.2 Scrutiny of Returns

- Auto calculation of mismatch amount basis the risk parameters along with the summary.
- Auto generation of Form ASMT-10 along with mismatch summary note
- Tracking of Form ASMT-11.
- Calculate the difference amount between ASMT-10 and ASMT-11 (Amount table 5).

4.4.2.3 Assessment of Non-Filers of Returns

- Generate the list of taxpayers who have not filed returns using API integration. (Normal Taxpayer: GSTR3B, Composition: GSTR4/ CMP-08, TCS : GSTR7 etc)
- Auto calculation of amount basis the information fetched from

GSTR1, GSTR2B, EWB, reverse calculation from the details provided by buyer/ supplier and information fetched from different platforms.

- Auto filing of Form DRC-07 basis the above calculation.

4.4.2.4 **Assessment of Unregistered person**

- Track the unregistered person based on transactions across other departments.
- Track the taxpayers whose registration has been cancelled.

4.4.2.5 **Demand and Recovery**

- Tracking and performance monitoring of Recovery process.
- Recovery collection monitoring system and reports.
- Recovery related information of the taxpayer based on Integration with other systems
- Auto filing of Form DRC-01A/01 (Pre consultation notice/ summary note) basis the details fetched from scrutiny of returns.

4.4.2.6 **CRU (Central Registration Unit)**

- Creating 360-degree profile of taxpayer using integration with multiple platforms available (CBDT, CBIC, MCA, NHAJ etc.)
- To develop the facility to ease the validation process of documents uploaded by the taxpayer. (Can be used at multiple places, For example. at the time of new registration, demand recovery, adjudication, enforcement etc.) as per **Annexure-20**.

4.4.2.7 **Appellate system**

- Prepare the summary of appeals filed
- Tracking system will be developed to fetch the deadlines.
- Online virtual hearing of Appeal

4.4.2.7.1 **Monitoring mechanism of follow-up actions**

- Appeal Filled
- Hearing Scheduled
- Hearing Concluded
- Order Reserved
- Order Passed
- Order Issued

Sample templates of Appellate modules are mentioned in Annexure-18.

Fetching of case status data using the e-court APIs:

- <https://bharatapi.gov.in/store/?tenant=ecourts.gov.in>

Note: These are the tentative use cases under GST. It may increase in future depending upon departmental requirements. Further, selected vendor should also envisage and implement use cases wherever process automation can be achieved.

4.4.2.8 **GST Audit Utility**

- Monitoring the status of Audit para and interactive view to update audit case status.
- Tracking and record keeping of Audit para in a certain format given by CTD, format mentioned in **Annexure-21**

4.4.2.9 **Zonal DC Interactive Dashboards**

Commercial Taxes Department (CTD) is currently having 16 Zones, 135

Circles and 320 wards across the Rajasthan state. CTD is planning to bring a system to improve reporting and to find out the areas where departmental officials are facing challenges. This system will also allow department to be informed about additional activities or resources required to deliver a high-quality outcome.

Key Benefits:

- Real-time Information of the operations
- Proactive challenge identification
- Team motivation
- Easy and precise reporting

Zonal Dashboards will include below mentioned features:

- One Tap 360-degree KPI monitoring and tracking of Zones, Circles and Wards.
- Interactive Dashboard to connect with concerned official directly with particular graph or data.
- Data entry interface for CTOs and ACTOs.
- Automated Weekly and monthly performance report of all Zones, Circles and Wards.
- User role specific access to the dashboard.
- Triggering of remarks and notifications.
- Monthly activity planner for ACTOs, CTOs and Zonal DCs.
- MIS reports
 - Last logged in report for DC, CTO and ACTO
 - Last data entry report for CTO and ACTO
 - Queries and their response

4.4.2.10 Integration with existing BIU feedback portal

Commercial taxes department has developed an internal feedback portal, this system will be integrated with ICTMS portal.

4.4.2.11 Integration with existing Advanced Analytics Portal

Commercial taxes department is using SAS based Advanced Analytics Portal which consists of GST related dashboards and reports, this system will be integrated with ICTMS portal.

4.4.2.12 Enforcement tracking and monitoring system

Enforcement case lifecycle tracking, and monitoring system is a utility to track the status and proceedings of enforcement cases. This utility will have two-way interactive interface to update the status of the enforcement case and consolidated report will be displayed at DC and HQ level. Report format is mentioned in Annexure 22

4.4.3 Integration across different systems- The broad touch points are as mentioned below:

- Internal (VAT, GST)
- External
 - Inter-state (CBDT, CBIC, CIBIL, MCA, NHAI, ESI, etc)
 - Intra-state (RIPS, Transport, IGRS, Mining, Excise, Power & Consumption, PWD, BRN, etc)
- API Development & Integration

4.4.3.1 Integration with Department of Industries (RIPS):

- Integration of system between CTD and Industries Department
- Verify the correctness of submitted application for claiming investment subsidy/benefits
- Calculate the SGST benefit for disbursement

- Enable the risk-based selection/flag of cases for post disbursement audit
- To cater the scenario like additional incentives as per the industries policies,
- In terms of conflicted between the entitlement calculated by the proposed system and the claim made by the taxpayer, system should provision that the concerned jurisdictional officer may act upon it and give final verdict.

4.4.3.2 Integration with Central Board of Direct Taxes:

Integration with CBDT will allow the Department to access Incomedetails of the taxpayer. This will help in cross checking the details available with the department and the benefits claimed by taxpayer.

4.4.3.3 Integration with Central Board of Indirect Taxes and Customs:

CBIC being the sister department, the data available with CBIC can help in adapting the uniformity in the practice of assessment such as classification, valuation, and the best practices followed by the department e.g., classification of supply & tax bracket.

4.4.3.4 Integration with Ministry of Corporate Affairs:

MCA being the custodian of details/data about companies/partnerships, integration with MCA can help the department to make use of that data for cross checking the details available with the department and eligibility of the taxpayer for the claimed benefits.

4.4.3.5 CIBIL Integration:

Integration with CIBIL will allow the Department to access commercial credit data, financial repayment capabilities & creditworthiness of taxpayer. This will allow department to cross check available details with CIBIL data in identifying eligibility of taxpayer for various tax benefit schemes.

4.4.3.6 Integration with National Highway Authority of India:

Integration with NHAI will allow the Department to access details of vehicle movement across various geographical locations. This will help department in verifying the details submitted by taxpayer e.g., origin, mode of transport & destination of delivery.

4.4.3.7 Integration with Electricity Distribution Companies:

This integration will allow Department access to various details like consumption of units of electricity by taxpayer. This will allow verification of eligibility claims for various tax benefits by taxpayer e.g., since electricity consumption is critical input for some industries, and it could be a parameter for cross checking the production shown by the company in records.

4.4.3.8 Excise Integration:

Integration with Excise will allow department to access details like alcohol for potable consumption, sugar cane molasses etc. This will help department in identify any mismatch or wrongful claim by taxpayer e.g., molasses being the critical input for the production of the alcohol, it can be a useful data for determining the alcohol production by the taxpayer, at the same time the clearance of the potable alcohol may help in determining the production of industrial alcohol.

4.4.3.9 Integration with Department of Mines & Geology:

This integration with Mining department will allow Department to cross check available data with information related to mining ore generated,

transported, sold, etc linked to taxpayer. This cross checking will reveal any misreporting or wrongful claim made by taxpayer e.g., ore extracted from mine is one tonne whereas extracted metal reported is comparatively less.

4.4.3.10 Integration with Department of Registration & Stamps:

Integration with IGRS will allow Department to access registration & stamp related records. This will allow department to monitor wrongly claimed tax benefits by taxpayer and this information can also be utilised in mapping taxpayer assets in case of demand and recovery.

4.4.3.11 Integration with Department of Transport & Road-Safety

Integration with Transport department will allow Department to verification of the existence of vehicle and if the type of vehicle is capable of transporting the goods in question.

4.4.3.12 Integration with Public Works Department:

This integration will help in cross checking the production shown by the taxpayer versus the procurement either by PWD or through the taxpayer.

4.4.3.13 Integration with Public Health Engineering Department:

This integration will help in cross checking the production shown by the taxpayer versus the procurement either by PHED or through the taxpayer.

4.4.3.14 Integration with Ground Water Department:

This integration will help in cross checking the production shown by the taxpayer versus the procurement either by GWD or through the taxpayer.

4.4.3.15 Integration with Department of Local Self Government (Municipal Corporations):

This integration will help in cross checking the production shown by the taxpayer versus the procurement either by LSG or through the taxpayer.

4.4.3.16 Integration with Rajasthan State Road Development & Construction Corporation Ltd. (RSRDC)

This integration will help in cross checking the production shown by the taxpayer versus the procurement either by RSRDC or through the taxpayer.

4.4.3.17 Integration with Rajasthan Real Estate Regulatory Authority (RERA)

This integration will help in cross checking the turn-over details of real state promoter to see whether there is any short payment / non- payment of tax.

4.4.3.18 Integration with Department of Urban Development & Housing (UITs, Development authorities / Rajasthan Housing Board)

This integration will help in cross checking the production shown by the taxpayer versus the procurement either by UDH or through the taxpayer.

4.4.3.19 Integration with Department of Statistics & Economics and Statistics Directorate

This integration will help in sectoral analysis of Industrial growth & general trend of Tax payment by the taxpayers of that particular sector. This will also help in analysing the overall growth in the revenue of State as a whole.

4.4.3.20 Integration with Department of Rural Development & Panchayat Raj (Gram Panchayat, MGNREGA)

This integration will help in cross checking the production shown by the taxpayer versus the procurement either by DRD&PR or through the

taxpayer.

4.4.3.21 Integration with India Highway Management Company Ltd. (FASTAG):

Integration with IHMCL will allow the Department to access details of vehicle movement across various geographical locations. This will help department in verifying the details submitted by taxpayer e.g., origin, mode of transport & destination of delivery & detection of short payment / non-payment of tax.

4.4.3.22 Integration with State Agricultural Marketing Board

Integration with State Agricultural Marketing Board will allow the department to access details of Agricultural Mandies and related infrastructure.

4.4.3.23 Integration with National Agriculture Market (eNAM)

Integration with eNAM will allow the department to access details related to electronic trading portal which networks the existing APMC mandis.

4.4.3.24 Integration with State Health Insurance department

Integration with State Health Insurance database such as Chiranjeevi Yojna portal will allow the department to access details related to insurance claims and insurance companies related information.

4.4.3.25 Integration with Government e Market Place (GeM) portal

Integration with GeM portal will allow the department to access details related to sellers and goods and services over GeM portal.

4.4.3.26 Integration with Tourism Department

Integration with Tourism Department will allow the department to access details related to turnover and Business of home stays, hotels etc.

4.4.3.27 ESI Integration:

This will help in cross checking the details available with the department and the benefits claimed by taxpayer.

Note: The number of integration touchpoints and workflows to be developed under the integration module mentioned are suggestive and not exhaustive. Detailed use cases will be provided by the CTD at the time of system study phase.

4.4.4 Additional Modules-

In addition to aforesaid modules, there are certain areas envisaged for better services of taxpayers which needs to be developed by the SI.

- **ETO Platform** - AI based “e-Tax Officer software platform” to be developed to enable the taxpayers/dealers to undertake the self-tax scrutiny.
- **Tax Mitra** – Software interface and information system of Tax Mitra on ICTMS to enable the dealers/taxpayers to utilise the assigned 2000 Tax Mitra (Commerce Graduates/Chartered Accountants) for tax filing related assistance.
- **Faceless Assessment Module** – System for data driven selection and allocation of cases for scrutiny using data analytics and artificial intelligence
- **Chat Bot** – Chat module to resolve the queries of public and dealers/taxpayers at real-time and to enhance dealer communication and boost the level of engagement.

4.4.4.1 E-Tax Officer Portal-

ETO is proposed under Clause 243 (II) of the Rajasthan Finance Bill - 2023, to extend first level self-tax scrutiny facility to the dealers by

developing an AI based e-Tax Officer software platform.

The objective of this initiative is to enable the taxpayers/dealers to undertake the scrutiny of their own returns and identifies any discrepancy/mismatch which comes to their notice in the scrutiny process.

- This utility will be available for both types of taxpayers i.e., GST and VAT.
- This utility will allow taxpayers to view the past return(s) filed along with the mismatch reports (if any) for the selected time period.
- Mismatch report will be generated along with specific bifurcation of scrutiny parameters, so that it will be easy for the user to identify the gaps.

This facility is to be developed as one of the key modules under ICTMS.

Features of ETO:

For Dealer/Taxpayer:

1. Taxpayer can view and download all the filed returns basis the period.
2. Taxpayer can view and download the mismatch reports for the period selected.
3. Taxpayer can also add their additional remarks under the mismatch reports which can also be seen by the scrutiny officer at time of audit.
4. Taxpayer can do the payments of return mismatches through the payment redirection link.
5. Taxpayer can add remark to the mismatches.

For Admin/Officer:

1. Admin can view and download all the filed returns of any taxpayer basis the period.
2. Admin can view and download all the mismatch reports of any taxpayer basis the period.
3. Admin can see the additional remarks if added by the taxpayer against mismatch report.
4. Admin has the rights to add or remove any scrutiny parameters basis prior approval from CCT.
5. Admin can view the generated MIS reports under the ETO portal.
6. Admin can view the remarks and can take necessary action based on remarks.

*To access the ETO platform, taxpayers have to login via SSO ID.

The number of use cases and the workflows to be developed under the ETO platform will be provided by the department at the time SRS phase.

4.4.4.2 Tax Mitra Module-

Tax Mitra is proposed under Clause 243 (I) of the Rajasthan Finance Bill - 2023, to provide assistance and handholding to dealers/taxpayers in GST and VAT related activities via allocating 2000 Commerce Graduates / Chartered Accountants as a Tax-Mitra on honorarium basis.

The objective of this initiative is to assist the taxpayers/dealers in filing GST and VAT returns and providing any other tax related assistance.

Features of Tax Mitra Module:

For Dealers/Taxpayers:

1. Taxpayers can view the list of active Tax Mitra on ICTMS portal.
2. Taxpayers can book an appointment with Tax Mitra as per available time slots.
3. Taxpayers can book the appointment and confirmation will be sent via SMS service along with the happy code (to be shared with Tax Mitra after satisfactory completion of task), they can also modify/ cancel the appointment over phone call.
4. Taxpayer will receive booking confirmation details via email and SMS along with happy code which will be shared with Tax Mitra after completion of the work.
5. Taxpayer can also share the review/feedback of the Tax Mitra on ICTMS portal.
6. Taxpayer can view the upcoming and completed appointments.
7. Taxpayer can postpone and cancel the appointment with reason.

For Tax-Mitra:

1. Tax Mitra can login to the portal with assigned Tax Mitra ID and password.
2. Tax Mitra can view and edit his/her profile details.
3. Tax Mitra can view the appointments and taxpayer contact details who has booked for his/her services.
4. Tax Mitra can book the appointment and confirmation will be sent via SMS service along with the happy code (to be shared with Tax Mitra after satisfactory completion of task), they can also modify/ cancel the appointment over phone call.
5. Tax Mitra can view the upcoming and completed appointments.
6. Tax Mitra can postpone and cancel the appointment by mentioning the reason.
7. Tax Mitra would have to submit the happy code after successful work completion to claim honorarium.
8. Tax Mitra can view the review/feedbacks given by the taxpayers.
9. Tax Mitra can see the wallet amount and can claim the collected honorarium amount, whenever he wants. Amount will be credited to the bank account of the Tax Mitra as mentioned in his/her profile.

For Admin:

1. Admin can view/edit/delete the Tax Mitra details to the ICTMSportal.
2. Admin can create rate chart of honorarium fee based on type of activity he/she is offering to the taxpayer.
3. Admin can view the MIS reports:
 - Total number of taxpayers/dealers used Tax Mitra services.
 - Tax Mitra performance status and count of appointments handled/ completed/ cancelled.

The number of use cases and workflows to be developed under the Faceless assessment module will be provided by the department at the time of SRS phase.

4.4.4.3 Faceless tax administration module-

Faceless tax administration is an IT driven reform – a giant leap forward

to leverage technology aimed to streamline the assessment with transparent decision making, efficiency and accountability. The Commercial Taxes Department is bringing about a paradigm shift in building the future with technology by pioneering an ecosystem of assessment founded on data and AI.

Features of Faceless tax administration module:

1. Data driven selection and allocation of cases for adjudication using data analytics, artificial intelligence.
2. Adjudication of taxpayer belonging to one jurisdiction would be done anonymously by the proper officer of the other jurisdiction.
3. Automated random case selection.
4. All communications to/from will be made electronically through a common interface.
5. Appeal of taxpayer belonging to one jurisdiction would be decided anonymously by the Appellate Authority of the other jurisdiction.
6. Adjudication and appeal both would be location agnostic.

The number of use cases and workflows to be developed under the Faceless tax administration module will be provided by the department at the time of SRS phase.

4.4.4.4 Chat bot Module-

Chat bot module will be designed to resolve the queries of public,dealers/ taxpayers at real-time and to enhance dealer communication and boost the level of engagement.

Features of module:

1. This chat bot can be used by public users and dealers/taxpayers both.
2. User can ask any query on ICTMS portal. Chat bot will respond to the query based on FAQs entered in the system by department.
3. If Chat bot will not be able to answer the query or if user is not satisfied with the response, Chat bot profile will switch from virtual to manual Helpdesk team.
4. Chat bot will provide omnichannel support, this feature lets user interact with agents in real-time on any channel. Since the entire conversion is automatically synched across various channels, you won't miss a beat switching from website chat to app messaging or social media direct messaging.

The number of use cases and workflows to be developed under the Faceless tax administration module will be provided by the department at the time of SRS phase.

4.5 Team Structure & Manpower Requirements (indicative):

The Selected Bidder may envisage an effort of 756-man months during the development phase of ICTMS and an effort of 966-man months towards FMS for Support and Maintenance of ICTMS application after Go-live.

The selected bidder will be required to submit HR certified document within 15 days from the date of issue of Lol/ LoA/ WO mentioning the total number of both on-site and off-site resources (of each role/ profile) being deployed under the project.

The selected bidder has to deploy the above-mentioned development team (both on-site and off-site) within 30 days of Lol/ LoA/ WO.

The selected bidder has to deploy following minimum resources at the Commercial Taxes Department, Jaipur HQ, from the overall deployed team of resources for the entire project:

S.No.	Role Type	Min. no. of resources to be deployed on-site
1.	Project Manager	01
2.	Business Analyst	02
3.	UI/ UX	02
4.	DBA (Administrator cum Developer)	01
5.	Data Migration Expert	01
6.	Integration Expert	01
7.	Data Analyst	01

Any on-site & off-site manpower, required to perform the work/ activities as defined in the scope of work for the project during Development, Enhancement, FMS period, inclusive of the above-mentioned minimum no. of resources shall be assessed by the bidder at their own keeping in view the milestones, deliverables, timelines and size of the Project.

The resources deployed at the HQ of Commercial Taxes Department, Jaipur, Government of Rajasthan (GoR) and shall be reporting to the Project Nodal Officer at CTD headquarter. The working days & timings would be as per the office working schedule of department.

Note:

1. The deployed teams (both on-site & off-site) shall perform the tasks as mentioned in the scope of work of this RFP.
2. CTD shall provide adequate seating space along with necessary furniture to all the on-site resource deployed by the Selected Bidder (At Jaipur location).
3. Selected Bidder shall provide adequate capacity Desktop/ Laptop(s)/ Printers necessary peripherals to the deployed resources.
4. The selected bidder needs to maintain data security and accurate controls/ validations in each stage of process from their resources
5. The Selected Bidder shall maintain an attendance register for the resource(s) deployed on-site and they should be in proper attire with identity cards.
6. The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of CTD from time to time. PMU – Comprising of FD, CTD and DoIT&C officials may monitor activities on regular basis.
7. Selected Bidder may appoint additional team members on temporary basis, if required, looking to the urgent needs of CTD and the project
8. The manpower may be interchanged between different profiles as per the need of the project with approval from CTD.

a) General clauses for manpower (for resources deployed on-site)

- a. Selected Bidder shall be responsible to retain the deployed manpower for at least one year in the project. In the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent or higher qualifications and experience. All such events should be notified prior (at least 30 days) to CTD/ RISL in writing.
- b. At no time, the provided manpower should be on leave or absent from the duty without prior permission from the designated nodal officer of CTD/ RISL. In case of long-term absence (more than 7 days) due to sickness, leave, etc.; the selected bidder shall ensure replacements and manning of all manpower posts without any additional liabilities to CTD/ RISL. Substitute will have to be provided by the selected bidder against the staff proceeding on leave/ or

remaining absent and should be of equal or higher qualifications/ experience without any additional financial implications. Looking to the criticality of the project the selected bidder shall arrange to provide manpower even on government holidays, if needed.

- c. The overall performance of the entire team will depend on individual contribution by each of the deployed resources.
 - In case of negative feedback received from CTD/ RISL in writing against any of the resources deployed, the RISL may issue written communication to selected bidder for a suitable replacement.
 - In case of failure to meet the standards of the CTD/ RISL, (which includes efficiency, co-operation, discipline, and performance), the purchaser on their own discretion may decide to replace the specific resource and issue written notice to selected bidder for suitable replacement.
- d. Selected bidder shall be responsible to replace the resource(s) within 15 days.
- e. RISL shall pay as per terms and conditions and financials quoted for this RFP and no additional costs shall be paid.

4.6 Duration of the Project-

The total Project duration is of 60 months including 18 months of Development and 42 months of FMS phase, which can be extended as per RTPP Act & Rules as per mutual consent. The deployment contract may be extended for further period as per requirements of the department on terms & conditions mutually agreed between both the parties.

4.7 Project Milestones:

The period of contract shall be of total 5 years (20 quarters) which is further bifurcated into two parts i.e., Design, Develop and Implementation period of 1.5 years (6 quarters) and FMS period of 3.5 years (14 quarters). Refer to clause 4.3 for deployment of development team.

Design, Development and Implementation period is further divided into 3 Groups.

Group-1 - ETO, Tax Mitra and Faceless Tax Admin-

SN	Project Milestone	Timelines
1.	Project start (Refer to clause 4.3 for deployment of development team)	T0 = Project start date (date of issuance of LOI/ LoA/ WO)
2.	Requirement Analysis	T1 = T0 + 2 months
3.	Preparation of FRS/SRS documents	
4.	Preparation of Design documents	
5.	Approval over SRS / FRS and Design document	T2 i.e. Date of Approval
6.	Development of modules	T2 + 3 months
7.	Unit Testing and bug fixes	T2 + 3 months
8.	UAT Sign-off	T2 + 3 months
9.	Post UAT bug fixes/observations	T2 + 3 months
10.	Training/Capacity building & PoC / Pilot Run	T2 + 4 months
11.	Bug Fixes, Data Migration and Go Live <ul style="list-style-type: none"> • ETO module shall be made go-live/ functional with legacy / historic GST & VAT data as available with CTD. • Smooth business operations shall be ensured at the time of data migration activity to be carried out at time of go-live of new GST and VAT system. 	T2 + 4 months
12.	Support and maintenance	After go-live of Group 1 of Phase 1

Group-2 - GST Support Utility and Integrations across systems, Chat bot-

SN	Project Milestone	Timelines
1.	Project start (on full deployment of required resources)	T0 = Project start date (date of issuance of LOI/ LOA/ WO)
2.	Requirement Analysis	T1 = T0 + 2 months
3.	Preparation of FRS/SRS documents	
4.	Preparation of Design documents	
5.	Approval over SRS / FRS and Design document	
6.	Development of modules	T2 + 5 months
7.	Unit Testing and bug fixes	T2 + 5 months
8.	UAT Sign-off	T2 + 5 months
9.	Post UAT bug fixes/observations	T2 + 5 months
10.	Training/Capacity building- & PoC / Pilot Run	T2 + 6 months
11.	Bug Fixes, Data Migration and Go Live	T2 + 6 months
12.	Support and maintenance	After go-live of Group 2 of Phase 1

Group-3 - New VAT IT System and Invoicing Module -

SN	Project Milestone	Timelines
1.	Project start (on full deployment of required resources)	T0 = Project start date (date of issuance of LOI/ LOA/ WO)
2.	Requirement Analysis	T1 = T0 + 3 months
3.	Preparation of FRS/SRS documents	
4.	Preparation of Design documents	
5.	Approval over SRS / FRS and Design document	
6.	Development of modules	T2 + 13 months
7.	Unit Testing and bug fixes	T2 + 13 months
8.	UAT Sign-off	T2 + 13 months
9.	Post UAT bug fixes/observations	T2 + 14 months
10.	Training/Capacity building- & PoC / Pilot Run	T2 + 14 months
11.	Bug Fixes, Data Migration and Go Live	T2 + 15 months
12.	Support and maintenance period	After go-live of Group 3 of Phase 1 -

- The priority of the development and UAT of modules may change and shall be decided at the time of SRS phase.
- Support and Maintenance of Group 1 and Group 2 modules shall be taken up by 'Development team' till the completion of Phase 1 (i.e. Go-Live of Group 3 of Phase 1). Afterwards, Support and Maintenance phase (Phase 2) of the project shall begin.

4.8 Technology Stack-

- The development stack shall be as under:
 - Web Application: Java 1.8 / Higher Version
 - Application & Web Server: ORACLE WebLogic
 - Database: ORACLE 19C
- The existing infrastructure/ softwares available in state data centre will be used for development of ICTMS.

- c) Integration of other framework/ modules: ICTMS is to be integrated mainly with the following Portals/framework/ modules of DoITC/ RISL/ Gol/ Other Departments etc.

S.No.	Requirements Description
1)	e-Sanchaar (SMS and email Gateway)
2)	E-sign: RISL is a CCA compliant for digital signature to end users.
3)	SSO
4)	Raj Sewa Dwaar
5)	Document verification engine
6)	e-Grass
7)	e-NIDAAN

4.9 Operation, Support and Maintenance - Facility Management Services ("FMS") including Development, Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for ICTMS:

The successful bidder shall provide Support and Maintenance (FMS) services for all components installed / deployed as part of ICTMS Application starting from the completion of 'Development & Go-live' of ICTMS application for a period of 42 months. The enhancements, changes, up-gradation, bug-fixing & integrations, etc. in the already developed modules/ software during FMS period shall have to be incorporated by the successful bidder in timely manner as desired by RISL/ CTD with no extra cost to purchaser.

- a) New Development and Enhancement:** The Successful Bidder shall be responsible for doing new development as per the requirement of CTD including but not limited to below:

- i. Addition of new features in existing modules of ICTMS
- ii. Third-party Application integration
- iii. Modification/ up-gradation/ enhancement in the Process or functionality or defect fixing to upgrade the application performance and quality.
- iv. Update Web-portal & Application: design & content, layout, colour schema, input forms, etc.
- v. Development of new module/functionalities.
- vi. MIS Reports (Jasper/ Crystal Report etc.)
- vii. Introduction of new procedure in the system.
- viii. Adhoc Analytics
- ix. Analytical Dashboards at different levels

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

Maintenance of Application servers, Database servers is responsibility of Data centre. Patch/ security/ upgradation of server components would also be the responsibility of Data centre, however relevant changes in application are to be done by technology partner/successful bidder including for patches/security updates/upgradation of server components.

- b) Managed Services during Operations and Maintenance Period (FMS period):**

The Successful Bidder shall be responsible for the overall administration, operations, monitoring & maintenance of the deployed ICTMS application and the Database to

ensure the desired uptime and performance. Technology partner may use tool's subject to availability with RISL like App dynamics, etc.

Performance Monitoring & Enhancement: State Data Centre (SDC) shall carry out the performance testing activity (load/ stress/ volume testing) as per the requirements of the application. The Successful bidder, based on the recommendations of SDC, shall incorporate changes in the software solution to ensure smooth functioning of the application under varying load requirements.

RISL may arrange for the audits of the application through a third-party agency on timely basis. Based on the findings of audits, the Successful bidder will have to bring in the necessary changes in the application to ensure the compliance in timely manner. The expenses towards third party audit would be borne by CTD however any changes / enhancements / bug fixes / etc. identified by auditor would be fixed by successful bidder in timely manner without any extra cost to RISL / CTD.

c) Operations, support & Maintenance (FMS) Reports:

The Successful Bidder shall have to submit key deliverables during FMS period which are mentioned hereunder. However, in addition to the reports/ deliverables indicated below, the Successful bidder shall prepare and submit all other required information in the desirable format as notified by the purchaser related to project.

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

4.10 Training, Handholding and Implementation Support:

- a) The Successful Bidder shall provide training to respective stakeholders on the upgraded ICTMS application & portal and shall provide the user manual.
- b) Training infrastructure shall be provided by CTD/ User department.
- c) Successful Bidder, shall primarily conduct the training sessions. Training requirements & details of attendees shall be specified by CTD/ Concerned Department(s). Trainings would be conducted in Jaipur or through Video conferencing.
- d) There shall be informal sessions/ telephonic calls / Video conferencing etc. (setup by CTD) with client departments to make them understand about various new features etc.

4.11 Helpdesk Support (Incident/ Problem Management):

- a) The successful bidder would be required to provide and use a CRM software for Helpdesk support management with features of automated routing and assignment of issues, responses and proper tracking of the issues/ tickets raised.
- b) CTD shall provide sitting space as well as Helpline number. However, IT Infra is to be provided by selected bidder. The successful bidder would be required to provide hands-on training to officers of the user department/ organization/kiosks. Training could have multiple sessions as per the need and requirement of end user. The selected bidder shall submit all the operational guidelines and user manual. The training plan and schedule shall be decided by CTD. The selected bidder shall be responsible for preparation of all training material (in English & Hindi) and provide training to the stakeholders on the developed solution. The training material would include hard copy and soft copies of the training material along with multi-media for audio-visual training. The selected bidder shall be responsible for day-to day

training, coordination between various stakeholders (departments/ kiosks) on various new features/ functionalities/enhancement added to the ICTMS.

- c) The successful bidder shall have to setup Helpdesk support for users immediately after Go-live of Group-1 of Phase-1. Successful bidder shall provide Helpdesk for telephonic support during business hours i.e. from 9:30 AM to 6:00 PM from Monday to Friday. However, the deployed resources may also be required to work on holidays to meet the project deadlines and as per the directions of CTD. The Helpdesk shall include but not limited to the following:
- Handle teething issues of the departmental users and citizens.
 - Reply to the queries/ feedback/ suggestions/ complaints received from all the stakeholders.
 - The Helpdesk manpower shall ensure continuous availability. In case problem is communicated by any user, the same shall be got rectified as per SLA terms.
 - Coordination for resolution of reported issues within the stipulated timeframe as per the SLA.
 - Helpdesk should provide handholding support through online/ telephone line
 - Selected bidder to deploy as many helpdesk personnel as needed to provide best user support services as mentioned at 3.11 (b) above and shall increase the helpdesk personnel as and when required, considering the number of users to be served / on-boarded.

4.12 Backup & security of Data-

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

4.13 Miscellaneous Works-

- a) The successful bidder will perform all such works which are required for successful working of the ICTMS as per the mandate provided by State Government (GoR) time to time.
- b) The scope of development/ enhancement is not limited to above activities. GoR may change the existing processes as per their requirement. Any new processes/ modules would be executed as per the enhancement/ change requests clause of this RFP.

4.14 Enhancements:

- a) Minor changes required in modules/ processes being developed and/or implemented shall be considered as enhancement during both Phases.
- b) Dedicated Team of fixed no. of technical resources would be provisioned by the successful bidder during both Development and FMS phases. This team would be utilized for the implementation of enhancement.
- c) Indicative number of dedicated resources that to be provisioned by the successful bidder for enhancement implementation are given below:
- from T to T+18 month: 4 Technical Resources (these resources are part of the composite development team but separately identified)
 - from T+19 to T+60 month: 3 Technical Resources (these resources are to be part of the composite FMS team but separately identified)

4.15 Change Requests (CR) for FMS period:

- a) No Change Request would be entertained during the FMS Period for enhancement and changes in the modules/ processes developed and implemented as per the scope mentioned in this RFP.
- b) Multiple change requests may arise at a given point of time hence, required effort and corresponding timeline for the CR implementation has to be shared by the successful bidder and the same will be verified and mutually agreed with CTD. The prioritization of these change requests will be decided by CTD. After Approval of CR effort and Timeline from CTD, the same the CRs to be implemented by the successful bidder as per priority, all delivery timelines would be mutually decided between CTD and deployed project management team considering the bandwidth of the team.
- c) However, if any new module/ processes requirement arises then the process of change request would be as under:
 - i. An institutional mechanism will be set up for taking decisions regarding requests for changes. CTD will set up a Change Control Committee with member(s) of CTD/ RISL and the successful bidder. If this committee is unable to reach an agreement, the decision of the FD will be final in this regard.
 - ii. CTD/ RISL may at any time, by a written order given to the successful bidder, make changes within provisioned effort for Change Request as per the signed Agreement in any one or more of the following: -
 - a. Designs, specifications, requirements of software or service to be provided under the Agreement and rendered for the ICTMS source codes.
 - b. Change request forms for change in application will be submitted by CTD to successful bidder and he has to address in the system within decided framework.
 - c. Schedule for delivery and Acceptance.
 - d. The place of delivery of goods and/ or the services to be provided by the successful bidder.
 - iii. The change request/ management procedure will follow the following steps: -
 - a. 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 CTD
 - b. Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analyzed and documented by the Successful Bidder.
 - c. Approval or disapproval of the change request – CTD will depute a committee to approve or disapprove the change requested including the additional payments for software development, quoted man-month rates shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialization, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
 - d. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the Selected Bidder.
 - e. Verification of the change - The change will be verified by the committee formed on implementation of the change request by CTD.
 - iv. While approving any change request, if required, CTD may ask the Successful

Bidder to deploy the required resource(s) on-site.

- d) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RISL change order which shall not be unreasonably withheld or delayed.

4.16 Roles and Responsibilities-

- a) Monitoring of Contract: Contract shall be monitored by CTD/ RISL from time to time
- b) Responsibilities of CTD/ RISL:
 - a. The role of CTD/ RISL in the successful implementation of the solution includes discharging the following responsibilities:
 - i. Coordinate with concerned department(s)
 - ii. Conduct review meetings at regular intervals to monitor the progress of the project.
 - iii. Facilitate concerned departments in providing functional requirement.
 - iv. Review, provide feedback. Approval of the solution design, software design, implementation approach, and other technical documents submitted by the Successful Bidder will be done by PMU-CTD/ Technical Team.
 - v. Co-ordinate with the RSDC Operator and other stakeholders of the project.
 - vi. To oversee the proposed training plan.
 - vii. Recommendation of change requests/additional requirement
 - viii. Review and approve the payments to the Successful Bidder as per SLA.
 - ix. Any other help/ assistance/ co-ordination required for the successful implementation and operations of the work/ project.
- c) Responsibilities of Successful Bidder
 - a. The roles and responsibilities of the Successful Bidder are as mentioned in this RFP document.

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

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

2) Pre-bid Meeting/ Clarifications-

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3) Changes in the Bidding Document-

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:
Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

4) Period of Validity of Bids-

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

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

5) **Format and Signing of Bids-**

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

Sr.	Documents Type	Document Format
Mandatory Fee Details		
1.	Bidding Document Fee, Bid Security Deposit, RISL Processing Fee: The responding firm / agency: a) Should have made a payment of Rs. 1000/- for the Bidding Document Fee b) Should have submitted a Bid Security as mentioned in the NIB. c) Should have submitted RISL Processing Fees of Rs. 2,500	a) Fee Receipt/ DD/ Banker's Cheque for Document Fee b) DD/ Banker's Cheque/ BG for the Bid Security c) DD/ Banker's Cheque for Processing Fees
Eligibility Documents		
2.	Bidder's Authorisation Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm	As per Annexure-2 (PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
4.	Declaration by Bidders	As per Annexure-3 (PDF)
Technical Documents		
5.	Certificate of Conformity/ No Deviation	As per Annexure-4 (PDF)
6.	Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-5 (PDF)
7.	Manpower strength	Annexure-13 (PDF)

- e) Financial bid shall include the following documents: -

Srl	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-6 (PDF)
2.	Financial Bid	As per BoQ (.XLS) format available on e-Proc portal

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

6) **Cost & Language of Bidding-**

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

7) **Alternative/ Multiple Bids:** Alternative/ Multiple Bids shall not be considered at all.

8) **Bid Security:** Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

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

- j) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.
 - k) No interest shall be payable on the bid security (EMD).
 - l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of performance security.
 - m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for contract and security deposit is furnished by the Successful Bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.
- 9) **Deadline for the submission of Bids-**
- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
 - b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.
- 10) **Withdrawal, Substitution, and Modification of Bids-**
- a) If permitted on e-Proc portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProc website under the section "Bidder's Manual Kit".
 - b) Bids withdrawn shall not be opened and processes further.
- 11) **Opening of Bids-**
- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
 - b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
 - c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
 - d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Proc website (only for the bidders who have submitted the prescribed fee(s) to RISL).

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

12) **Selection Method:** The selection method is Least Cost Based Selection (LCBS or L1).

13) **Clarification of Bids-**

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

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

- a) The evaluation committee will evaluate all bids and shortlist the bidders who have qualified as per the eligibility criteria as laid down.
- b) The objective of the Technical Bid evaluation is to short list bidders who have the technical competency/ experience/ skills / financial strength that are essential to roll out the project.
- c) **Determination of Responsiveness**
 - a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
 - b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
 - c. A material deviation, reservation, or omission is one that,

- i. if accepted, shall: -
1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
- ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- d) **Non-material Non-conformities in Bids**
- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- e) **Technical Evaluation Criteria:**
- a. Technical Qualification Criteria (TQ) - Bids shall be evaluated based on the technical criteria as mentioned below.

S.No.	Criteria	Marks Criteria/ Sub Criteria Marks (with distribution of marks)
1.	Organizational Capability	25
2.	Past Experience of the bidder	40
3.	Approach and proposed methodology	35
	Total Points	100

S. No	Criteria /Sub Criteria	Description	Point System	Max. Marks	Documents to be attached
1.	Organizational Capability			25	
A.	Turnover of the firm	Annual Average Turnover of the bidder from IT/ITeS for the last five financial years i.e. from FY 2017-18 to FY 2021-22 (as per the last published audited balance sheets), should be at least INR 225.00 Crores.	The marks would be provided based on the following: a) \geq INR 225 Crores but \leq INR 500 Crores = 9 marks b) $>$ INR 500 Crores but \leq INR 1000 Crores = 12 marks c) $>$ INR 1000 Crores = 15 marks	15	CA Certificate with CA's Registration Number, Seal and UDIN

C.	Professionally Qualified Full Time Employees	The bidder must have at least 500+ resources of IT/ ITeS profile on its full-time payroll as on last date of bid submission.	The marks would be provided based on the following: a. 500+ < = 1000 employees – 6 marks b. 1000+ <= 2000 employees – 8 marks c. > 2000 employees - 10 marks	10	Signed Letter from the HR Dept. (with company seal) stating the number of professionally qualified resources on their roles (Annexure-13)
2.	Past Experience of the bidder			40	
	The bidder must have successfully implemented/ ongoing Application Software Development Projects (in domain: e-Governance / Finance/ Taxation/ Banking/ Revenue) in any state/ central government departments/ parastatals/ Banks/ RBI in the period from 01-Apr-2014 till last date of bid submission.	For each Project with value (only for Application software development activities) >= 10 Cr and <30 Cr - 10 marks For each Project with value (only for Application software development activities) >= 30 Cr and <50 Cr - 15 marks For each Project with value (only for Application software development activities) >=50 Cr - 30 marks	30	The documents submitted in form of work orders / agreement / client certificate/ self-certificate by Company Secretary/ Statutory Auditor/ Chartered Accountant (with registration number/ Seal and UDIN) certificate should confirm project duration, nature and value of services delivered including project cost. Annexure-9 for each project reference, AND	
	Experience of similar domain (i.e. Finance/ Taxation/ Banking/ Revenue) in any state/ central government departments/ parastatals/ Banks/ RBI in the period from 01-Apr-2014 till last date of bid submission with Project value (only for Application software development activities) >= 1 Cr		10	{Work Completion Certificates from the client. OR Roll out proof, Work Order + Self Certificate of Completion along with certified document from the Statutory Auditor/CA with CA's Registration Number/ Seal and UDIN, having project completed/ remittance value equivalent to the amount mentioned. OR Work Order + Phase Completion Certificate (having project completed/ remittance value equivalent to the amount mentioned) from the client. }	
3.	Proposed Approach & Methodology			35	

3.1	<ul style="list-style-type: none"> • Understanding of the Scope of Work • Proposed Tools and Technologies • System Integration Architecture • Deployment Architecture • Roll out and Post Implementation support • Capacity Building and Change Management Strategy etc. • Presentation of the Technical Solution proposed <p>All the points of scope of work will be taken into consideration for evaluation of this section.</p>	Presentation – ppt	35	Should be detailed in Approach & Methodology in the proposal, and during technical presentation
Total			100	

Note: Financial proposals of only those bidders securing **70 or more marks** in technical evaluation will be opened. And Technical score will have no bearing on the financial proposal. For other unsuccessful (non-qualifying) bidders, the financial proposals will be returned unopened

- b. Bidders who qualify the above technical evaluation (70 marks or more) shall be termed as technically qualified and would be eligible for opening of financial bids

a) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- c. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- d. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

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

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present. Any of the marks obtained during technical evaluation by the bidders shall not be taken forward for calculation of financial bid.
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded.
- d) Conditional Bids are liable to be rejected;
- e) 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;
- 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 services required to be procured.

16) Correction of Arithmetic Errors in Financial Bids:

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

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

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

18) Negotiations:

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

19) Exclusion of Bids/ Disqualification:

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

20) Lack of competition:

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

21) Acceptance of the successful Bid and award of contract:

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

original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.

- c. Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f. Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by 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 30 days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h. If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LoI shall constitute a binding contract.
- i. The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performancesecurity is obtained.

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

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

24) **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. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - ii. 50% of the value of goods and services of the original contract.

25) **Performance Security:**

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

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

- b) The amount of performance security shall be 5%, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of supply order in case of procurement of goods and services and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order in case of procurement of goods and services. The bidder is required to submit performance security against the bid within the 30 days of issue of Letter of Intent.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- d) Performance security furnished in the form specified in clause of (c) above shall remain valid for a period of 90 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases :- a. When any terms and condition of the contract is breached. b. When the bidder fails to make complete supply satisfactorily. c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

26) Execution of Agreement:

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

27) Confidentiality

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

procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.

- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

28) Cancellation of procurement process

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

29) Code of Integrity for Bidders

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

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

30) Interference with Procurement Process: A bidder, who: -

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

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

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

- d) The officer or authority to which an appeal is filed II(c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:
First Appellate Authority: Commissioner, DoIT&C, GoR
Second Appellate Authority: Additional Chief Secretary, DoIT&C, GoR
Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-10 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- f) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- g) Procedure for disposal of appeal:
 - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- h) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

32) 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.

33) Vexatious Appeals & Complaints:

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

34) Offences by Firms/ Companies

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

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

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

35) Debarment from Bidding

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

36) Monitoring of Contract

- a) A committee of officers named Contract Monitoring Committee (CMC) or Project Steering Committee may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the service is to be obtained continuously or is batched. If the entire quantity of service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.

6. TERMS AND CONDITIONS OF TENDER & CONTRACT-

Definitions-

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

- a) "Contract" means the agreement entered into between the Purchaser and the successful / Selected Bidder together with the contract documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents listed in the agreement, including any amendments thereto.
- c) "Contract Price" means the price payable to the successful / Selected Bidder as specified in the agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Delivery" means the transfer of the Goods/ Services from the successful / Selected Bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Completion" means the fulfilment of the related Goods/ Services by the successful / Selected Bidder in accordance with the terms and conditions set forth in the contract.
- g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful / Selected Bidder is required to supply to the Purchaser in the contract.
- h) "Purchaser" means the entity purchasing the Services/ Goods and Related Services, as specified in the bidding document.
- i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful / Selected Bidder under the Contract.
- j) "Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good.
- k) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods/ Services to be supplied or execution of any part of the Related Services is subcontracted by the successful / Selected Bidder.
- l) "Supplier / Successful or Selected Bidder" means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful / Selected Bidder.
- m) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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

A. General Conditions of the Bid-

1. **Contract Documents:** Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
2. **Interpretation-**
 - a) If the context so requires it, singular means plural and vice versa.
 - b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier / Selected Bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
 - c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
 - d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
 - e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
 - f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
3. **Language-**
 - a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful / Selected Bidder and the Purchaser, shall be written in English language only or as specified in the special conditions of the contract. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.
 - b) The successful / Selected Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
4. Joint Venture, Consortium or Association: Consortium is not allowed for this bid.
5. **Eligible Services:** For purposes of this Clause, the term "services" includes the Goods/ Services to be delivered by the Selected Bidder as per scope of work and required to run the project successfully, "related services" includes services such as Eligible Services development, deployment, installation, integration, testing, commissioning, training, and initial maintenance.
6. **Notices-**
 - a) Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
 - b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

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

8. Scope of Supply-

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

9. Delivery & Installation

- a) Subject to the conditions of the contract, the completion of the services shall be in accordance with the delivery and completion schedule specified in the bidding document.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission software/ system as per specifications within the specified delivery/ completion period at locations mentioned in the PO/ WO.

10. Supplier's/ Selected Bidder's Responsibilities:

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

11. Purchaser's Responsibilities-

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

12. Contract Price-

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

13. Recoveries from Supplier/ Selected Bidders-

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

14. Taxes & Duties-

- a) The TDS, GST etc., if applicable, shall be deducted at source / paid by RISL as per prevailing rates. All other taxes, duties, license fee and levis shall be included in the bid price excluding GST or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction. Where

applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the purchaser.

- b) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the purchaser. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.

15. Copyright/ Intellectual Property Rights (IPR)-

- a) All Intellectual Property Rights in the pre-existing work of successful bidder shall be owned and retained by the successful bidder. Purchaser will have non-exclusive, non-transferable, perpetual, royalty free license to use and copy all Intellectual Property Rights in the pre-existing work of the successful bidder, process, specifications, reports and other document, drawings, manuals etc. provided or used by the successful bidder as part of the Scope of Work under the agreement only for the purpose of its internal use. No part or portion of such pre-existing work shall be unbundled or separated from the particular deliverable or used as a stand- alone product or development tool.
- b) However, the copyright/ IPR in all drawings, source code developed under the project, design documents, and other materials containing data and information furnished to the Purchaser that has been designed / developed/ integrated over and above the pre-existing work by the Selected Bidder for the project herein shall remain vested in the Purchaser.

16. Confidential Information-

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier / Selected Bidder need to share with RISL or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;

- iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party;
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
 - v. is independently developed by the receiving party without the use of confidential Information and without the participation of individuals who have had access to confidential information;
 - vi. is required to be provided under any law, or process of law duly executed.
- 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 the resultant agreement and two years after completion or termination, for whatever reason, of the Contract.

17. Sub-contracting

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority for the Development and Implementation. However, bidder may sub-let the non-development & implementation work like Helpdesk, Content Writing, Training activities to other agency with prior intimation to Purchaser/ Tendering Authority.
- b) For the Development and Implementation, 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 Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

18. 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 and Services 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 delivery of Goods and Services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in providing/ delivery of Goods and Services is on account of hindrances beyond the control of the supplier/ selected bidder.
 - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of Goods and Services, if he finds himself unable to complete the supply of Goods and Services within the stipulated delivery period or is unable to maintain prorate progress in delivery. This request shall be submitted as soon as a hindrance in delivery occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of Goods and Services after which such request shall not be entertained.

- ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of Goods and Services and the period of delay occurred due to that
 - iii. and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iv. Normally, extension in delivery period of services in following circumstances may be considered without liquidated damages:
 - a) When delay has occurred due to delay in providing of information/ data by RISL or other departments/ agency as per terms of the contract
 - v. 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, whatsoever beyond the contracted cost shall be paid for the delayed supply of Goods and Services.
 - vi. It shall be at the discretion of the concerned authority to accept or not to accept the supply of Goods and 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 Services.
 - vii. If RISL is in need of the Goods and Services rendered after expiry of the stipulated delivery period, it may accept the Goods and 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 of Goods and Services and/ or installation/ completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the supplier/ selected has failed to supply or complete: -`

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

- Fraction of a day in reckoning period of delay in completion of milestone/ work shall be eliminated if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of a milestone, the percentage of LD is applicable on the payment due for a particular milestone.
- Liquidated damages, on prorata basis, shall also be applicable in case of delay in deployment of 09 resources (resources to be deployed onsite under the project, as mentioned at clause 4.5)

19. Limitation of Liability:- -

- a) Except in cases of gross negligence or willful misconduct, 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) Except in cases of gross negligence or willful misconduct, the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort,

or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of any obligation of the supplier/ selected bidder to indemnify the Purchaser with respect to patent infringement.

- c) If the supplier / Selected Bidder or its employee, in the judgment of the Procuring Authority, has engaged in corrupt, fraudulent, collusive, or coercive practices in executing the contract the selected bidder has to bear the financial implication arisen from the said event(s).

20. Force Majeure-

- a) The Supplier/ Selected Bidder shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier/ Selected Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier/ Selected Bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, pandemic, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ Selected Bidder shall promptly notify RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed/ approved 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. However, supplier/ Bidder shall be entitled to receive payments for all services rendered by it under this Agreement.
- e) In case a Force Majeure situation occurs with the RISL, RISL may take the case with the contractor on similar lines.

21. Change Orders and Contract Amendments-

- a) The Purchaser may at any time order the Supplier/ Selected Bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. Profile of Personnel required
 - ii. The place of deployment
 - iii. New functionality / modification to be added after UAT has been done.
 - iv. The Related Goods and 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.

22. Termination-

a) Termination for Default-

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier / Selected Bidder, terminate the contract in whole or in part: -
 - a. If the supplier / Selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
 - b. If the supplier / Selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier / Selected Bidder, in the judgment of the Procuring Authority has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier / Selected Bidder commits breach of any condition of the contract.
 - ii. If tendering authority 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/ Foreclosure-

- i. RISL, by a written Notice of at least 30 days sent to the supplier / Selected Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier/ Selected Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Supplier / Selected Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. To have any portion completed and delivered at the Contract terms and prices; and/or
- iv. To cancel the remainder and pay to the Supplier/ Selected Bidder an agreed amount for partially completed Services and for materials and parts previously procured by the supplier / Selected Bidder.

23. Settlement of Disputes-

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

selected bidder.

- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall be formed by the purchaser, if required.
- c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the service from the selected bidder shall prepare a reply of representation and shall represent the CTD/ RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.
- e) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall also apply to the arbitration proceedings.

24. Verification of Eligibility Documents by RISL –

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

25. Exit Management

- a) Preamble
 - i. The word 'parties' include the procuring entity and the selected bidder.
 - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
 - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
 - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Cooperation and Provision of Information during the exit management period
 - i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing Goods and 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 Goods and Services provided by theselected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the Goods and 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 Goods and Services employed by the selected bidder and to assist appropriate knowledge transfer.

c) Confidential Information, Security and Data

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

- i. Documentation relating to Intellectual Property Rights;
- ii. Project related data and confidential information;
- iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
- iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
- v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

d) Transfer of certain agreements

- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in 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.

e) General Obligations of the selected bidder

- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

f) Exit Management Plan

- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- 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 (at least of 3 month), to RISL or its nominated agencies, and ReplacementOperator for a reasonable period. so that the services provided continue and do not come to a halt.
- v. The Bidder after signing of contract shall ensure to keep updating Exit Management Plan so that it remains relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the selected bidder to support new operator during the transition period.

g) Training, hand-holding and knowledge transfer

- i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL in the last 3 months of the project duration.
- ii. The selected bidder shall hold operational hand-holding sessions on the ICTMS Suite with the designated officers/staff members, so that RISL/ FD/ CTD can continue with the ICTMS Suit even after Selected Bidder exits the project.

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

- 1) **Bidders to Bid for all Items:** Bidders are required to quote for all the items.
- 2) **Project Duration and Time Schedule:** The entire project is divided into three phases.
 - Development Phase (18 months)
 - FMS Phase (42 months)

a) **Phase 1: Design, Development & Go-Live**

SNo.	Activity	Time Schedule
a)	Development & go-live of Modules Sub-modules/functionalities/ process/ etc. divided in three sub-phases (Group 1, Group 2, Group 3).	Within 540 days from the date of LOI/WO/ LoA.
c)	Helpdesk Support * To be set-up immediately after Go-live of Group 1 of Phase 1.	Consolidated Report on Calls Logged, Resolved and Escalated (monthly).
d)	Troubleshooting/ Bugs removal	Bugs in the application software to be resolved.
e)	Training	Officials of the CTD and other Departments
f)	User Acceptance Testing, Data Migration and Go-Live of all modules	Within 540 days from the date of LOI/WO/ LoA..

b) **Phase 2: Operation and Maintenance – Facility Management Services (FMS)**

SNo.	Activity	Time Schedule
a)	Day to day operations and management of application software	For the entire FMS period of three and a half years (42 months) from the date of go-live of Phase-1.
b)	Upgradation / enhancement/ maintenance of application software as per requirement of CTD	As and when required.
c)	Submission of monthly/ quarterly reports as per scope	Monitoring dashboard and MIS reports on ICTMS Application is to be provided.
d)	Helpdesk Support	Consolidated Report on Calls Logged, Resolved and Escalated (Quarterly).
e)	Troubleshooting/ Bugs removal	Bugs in the application software to be resolved.
f)	Training	Officials of the CTD and other Departments

c) **Project Deliverables:**

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

Phase	Deliverable
ICTMS application Phase-1	Detailed Project Plan
	Software Design Document
	Database Design Document
	Safe to Host Certificate
	Test Strategy, UAT Test cases and Test Results
	Module-wise UAT Sign off of phase-1 of ICTMS Software Solution
	Training to users as per directions of CTD along with training material, User manual (Role wise)
	Any other third-party software used by the firm in the application software
	Complete Source Code of Application Software's including DB objects in Version control software at state data centre.
ICTMS application FMS Phase	Submission of quarterly report of changes made in the software includes Up gradation/ Enhancements/ development of new modules
	Updated User Manual of the application software (quarterly)
	Consolidated Report on Calls Logged, Resolved and Escalated (Quarterly).
	Updated Application software with source code (including DB objects in version control software at SDC) along with source code and/or license of third-party API/ any other software used (quarterly)
	Safe to Host certification to be taken from empanelled agency of GoR as per the rules of SDC (cost of certificate will be borne by GoR)
	Training / Hand-holding support to users as per directions of CTD along with training material
	Report on the man power replaced (in case of on-site deployed resources). In all such cases, the requisition for replacement should be submitted along with the reason for leaving duly certified by HRD of the selected bidder (quarterly).
	Troubleshooting of bugs in the application software & performance tuning of software's

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

Sr. No.	Cost Head	Activity / Milestone	Deliverables/ Deliverable (Reports/ Documents)	Payment terms in %
1	ICTMS application development (Group-1, Phase-1)	Approval over SRS/ FRS and Design document	<ul style="list-style-type: none"> Requirement Analysis Preparation of FRS/ SRS/ Design documents 	4% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 1 of Financial Bid
		UAT of ICTMS Group -1 modules with complete Data migration of these modules	<ul style="list-style-type: none"> Software Design Document Database Design Document Safe to Host Certificate UAT Test cases and Test Results 	4% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 1 of Financial Bid

		Go-Live of ICTMS Group-1 modules	<ul style="list-style-type: none"> Module wise Go-Live reports 	10% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 1 of Financial Bid
2	ICTMS application development (Group-2, Phase-1)	Approval over SRS/ FRS and Design document	<ul style="list-style-type: none"> Requirement Analysis Preparation of FRS/ SRS/ Design documents 	4% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 1 of Financial Bid
		UAT of ICTMS Group-2 modules with complete Data migration of these modules	<ul style="list-style-type: none"> Software Design Document Database Design Document Safe to Host Certificate UAT Test cases and Test Results 	9% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 1 of Financial Bid
		Go-Live of ICTMS Group-2 modules	<ul style="list-style-type: none"> Module wise Go-Live reports 	15% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 1 of Financial Bid
3	ICTMS application development (Group-3, Phase-1)	Approval over SRS/ FRS and Design document	<ul style="list-style-type: none"> Requirement Analysis Preparation of FRS/ SRS/ Design documents 	14% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 1 of Financial Bid
		UAT of ICTMS Group-3 modules with complete Data migration of these modules	<ul style="list-style-type: none"> Software Design Document Database Design Document Safe to Host Certificate UAT Test cases and Test Results 	14% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 1 of Financial Bid
		Go-Live of ICTMS Group-3 modules	<ul style="list-style-type: none"> Module wise Go-Live reports 	19% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 1 of Financial Bid
4	Training	As per scope defined in this RFP	<ul style="list-style-type: none"> Training materials Report of successful completion of the trainings with no. of trainees & attendance sheets 	100% per individual i.e. Item No. 2 of Financial Bid
5	Composite man-month rates of resources to handle Change requests during Support & Maintenance Period	As per scope defined in this RFP	<ul style="list-style-type: none"> UAT Test cases & Test Results and Go-Live reports 	As may be defined in the WO to be issued for consumption of CR man-months from time-to-time i.e. Item No. 3 of Financial Bid
6	ICTMS application FMS Phase	Support and Maintenance of Phase-1 of ICTMS application after Go-live.	<ul style="list-style-type: none"> Software development enhancement/ up-gradation/ modification reports (quarterly) Consolidated Report on Calls Logged, Resolved and Escalated by Helpdesk team (quarterly) Updated User Manual of the application software (quarterly) Report on the man power replaced (in case of on-site deployed resources) along with the reason for leaving duly certified by HRD of the selected bidder (quarterly). Updated Application software with source code (including DB objects in version control software at SDC) along with 	Total cost of ICTMS FMS charges i.e. Value of Item No. 4 of Financial Bid PLUS 7% of Item no. 1 of Development Phase (Phase-1) => equated in 14 quarterly instalments

			source code and/or license of third-party API/ any other software used (quarterly)	
Note: All reports/ deliverables & SLA to be verified by joint committee constituted at the level of CTD.				

- a) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services delivered & 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.
 - b) Due payments shall be made promptly by the purchaser.
 - c) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
 - d) All remittance charges will be borne by the supplier/ selected 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 penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.
 - g) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.
- 4) **Service Level Standards/ Requirements/ Agreement-** Service Level Standards/ Requirements/ Agreement:
- a) Service Levels play an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure required uptime of the Network. bidder shall provide on-site maintenance and support services during the period of contract as per SLA for complete solution.
 - b) The service levels shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
 - c) Though that bidder is expected to maintain the solution to the highest possible efficiency, the first Quarter after commissioning (Go-Live) of each component/ site shall be treated for prove-in period and no penalty shall be imposed for any SLA defaults mentioned in order to facilitate stabilization of operations.
 - d) No penalty shall be levied, due to reasons not attributable to the Bidder.
 - e) SLA Duration (Timing for Service Window): all working days from 9:30 am to 6:00 PM

i. Purpose & Duration of SLA: The SLA purpose is to enforce a contract between the Selected Bidder and Purchaser. The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines and quality.

ii. SLA Penalty in Phase 1 (development Phase):

A. Penalty for incidents like defect/ bug fixing in Phase 1 shall be as under.:

Penalty for delay in response/ resolution time			
SNo.	Type of Incident	Resolution Time SLR	Penalty for delay in resolution time
1	Critical	<=24 Hours from the time of incident logged at the Helpdesk	Rs 5,000 per incident per day of delay

2	Medium	<=48 hours from the time of incident logged at the Helpdesk	Rs 3,000 per incident per day of delay
3	Low	<=72 hours from the time of incident logged at the Helpdesk	Rs 2,000 per incident per day of delay

- **Critical:** Incidents which impact the overall solution like outage of application or which has a high impact on application usage and no workaround is available or are shows toppers or any incident which is affecting a majority of users ($\geq 50\%$ users).
- **Medium:** Incidents which impact a limited number of users. The main application at SDC is functional & available but the productivity of a limited number of users is getting affected and the issue is not hampering any critical activity which needs to be performed in time- bound manner. For example, the application is up and running but certain users are unable to login/access/submit request/process requests etc. Incidents whose resolution requires replacement of hardware or software parts, requiring significant interruption in working of that individual component. Acceptable work around is available. For example, installation of operating system, patches etc. ($\geq 25\%$ but $< 50\%$ users)
- **Low:** Incidents whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component. Incidents like functionality enhancement and/or support for modifications or maintenance of source code, application version enhancement etc. ($< 25\%$ users)

A. The maximum total SLA penalty towards Group-1 and Group-2 modules after being made live during development Phase-1 shall not be more than 10% of Item no. 2 of Financial Bid. Penalty amount shall be deducted from the payment due to the selected bidder. This penalty and LD calculation (towards manpower deployment, development & implementation) for Phase 1 would be done separately and both would be applicable independently in Phase 1.

iii. **Penalty for delay in response/ resolution time in Phase 2 (FMS Phase):**

A. **Penalty for incidents like defect/ bug fixing. shall be as under.:**

Penalty for delay in response/ resolution time			
S.No.	Type of Incident	Resolution Time SLR	Penalty for delay in resolution time
1	Critical	<=24 Hours from the time of incident logged at the Helpdesk	Rs 5000 per incident per day of delay
2	Medium	<=48 hours from the time of incident logged at the Helpdesk	Rs 3000 per incident per day of delay
3	Low	<=72 hours from the time of incident logged at the Helpdesk	Rs 2000 per incident per day of delay

- **Critical:** Incidents which impact the overall solution like outage of application or which has a high impact on application usage and no workaround is available or are shows toppers or any incident which is affecting a majority of users ($\geq 50\%$ users).
- **Medium:** Incidents which impact a limited number of users. The main

application at SDC is functional & available but the productivity of a limited number of users is getting affected and the issue is not hampering any critical activity which needs to be performed in time-bound manner. For example, the application is up and running but certain users are unable to login/access/submit request/process requests etc. Incidents whose resolution requires replacement of hardware or software parts, requiring significant interruption in working of that individual component. Acceptable work around is available. For example, installation of operating system, patches etc. ($\geq 25\%$ but $< 50\%$ users)

- **Low:** Incidents whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component. Incidents like functionality enhancement and/or support for modifications or maintenance of source code, application version enhancement etc. ($< 25\%$ users)

B. The maximum total SLA penalty in a quarter shall not be more than 10% of the total amount due for that quarter.

C. Penalty for replacement / Exit of resources deployed (For 09 resources to be deployed at onsite, as mentioned at clause 4.5):

- Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer or due to any unforeseen emergency subject to approval from Competent Authority.
- The replaced resource will be accepted by the purchaser (RISL/ DoIT&C/ CTD) only if he fulfils the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL/ CTD). The supplier will have to replace a resource within 15 days or any other period specified by the bidder.
- The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:
 - Within 6 Month: Rs. 50,000 (Rupees Fifty Thousand Only) per resource per instance.
 - After 6 Months and upto 1 Year: Rs. 10,000 (Rupees Ten Thousand Only) per Resource per instance
 - After 1 Year: No penalty
- Purchaser is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice to supplier/selected bidder.
- The maximum total penalty in any quarter shall not be more than 10% of the total amount due for the quarter. Imposition of penalties amounting to 10% of the quarterly contract value for a continuous period of 3 consecutive quarters shall be treated as non-performance and beyond which the tendering authority may initiate action as per RFP terms and condition for breach of SLA if not satisfied with the response given by the selected bidder for reasons thereof.

f) **Exclusions from SLA:** The time lost due to any of the following causes shall not be included in calculating "Resolution Time" SLA:

- Time lost due to power outage or any network link issue at SDC.

- Time taken to recover the hardware/ equipment because of any power failure or network issue at SDC.
- Time taken by respective OEM after any hardware/ Infrastructure failure at SDC site as selected bidder is not responsible for procurement of OEM Support for the System Software, Hardware and Infrastructure deployed at SDC, NDR & DR Site as well as for replacement of any hardware/ infrastructure at SDC, NDR & DR.
- Time lost due to damage or malfunction of any equipment (like Servers/ Storage/ Firewall etc.) or any of the units there of due to causes attributable to purchaser, such as attachment of additional devices, making alteration to the system participate in maintenance of the system, etc., without selected bidder's consent.
- Time taken for restoring/ rectification of system(s) due to any auto-updation/ upgradation/ alteration of any Policy/ Parameter/ Patch at SDC.
- Any adverse impact/ effect in Application due to any change or updation or malfunctioning of any third-party Portal/ Application/ Functionality (like Banks including Payment Gateway, Other Departmental Portals, RBI etc.)
- Any adverse impact on Application due to expiration of required license(s), or due to delay in getting proper resolution from respective OEM Support
- Time taken for scheduled maintenance / troubleshooting (including back-up and restore times) either for preventive purposes or improvement in function or other purposes.
- Time taken for reconfiguration or other planned downtime situations.
- Scheduled shutdowns as required by CTD

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

Name of the Company/Firm:

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

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}

To,
{Procuring entity},

_____,

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

Thanking you,

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

Verified Signature:

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

To,
{Procuring entity},

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

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

To, {Procuring Entity}, _____,

CERTIFICATE

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

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

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the execution of the scope of services as mentioned in RFP, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-5- COVERING LETTER OF THE BID

(To be submitted on the Company Letter head of the Tenderer, sealed and signed)

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

[Reference No. <<.....>>, Dated: <<..... >>]

Dear Sir,

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

1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award/ Work order shall constitute a binding Contract between us.
5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.
7. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

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

ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER {to be submitted by the bidder on his Letter head}

To,
{Procuring Entity},

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as asked in the financial bid(BoQ).

I / We undertake, if our bid is accepted, to deliver the services 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: <<To be uploaded on Rajasthan eProcurement Portal >>

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

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

(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.

Bidders are allowed to enter the Bidder Name and Values only)

Srl	Item Description (as per scope of work mentioned in this RFP)	Total Est. Qty.	Unit	Unit Rate including all taxes levies and duties but excluding GST (in INR)	GST for unit rate (in INR)	Unit Price (In INR) (Inclusive of GST)	Total Amount incl. all taxes (in INR)	
A	B	C	D	E	F	G = (E+F)	H=CxG	
1	Design, Development, Go-live, Support & Maintenance and enhancements of ICTMS application modules (Phase-1)	1	Lumpsum for 1.5 yrs.					
2	Training Charges	500	Per Individual					
3	Composite man-month rates of resources to handle Change requests during Support & Maintenance Period	100	Per Man month					
4	Support, Maintenance and enhancement of ICTMS application for 3.5 years after Go-live of Phase-1	1	Lumpsum for 3.5 yrs.					
Grand Total (In Figures) in INR								
Grand Total (In Words): Rupees								

Note:

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

ANNEXURE-7: BANK GUARANTEE FORMAT

{to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY

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

To,

The Managing Director, 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:

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

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan, B-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 Order No.....dated made between the RISL throughand(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.....(rupeesonly), we(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request ofContractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....(Rupees. only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any 0073uch demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We(Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees. only).
3. We (indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We (indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We (indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or

omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees. only).
9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have fullpower(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature
(Name & Designation)
Bank's Seal

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

Signature
(Name & Designation)

ANNEXURE-8: DRAFT AGREEMENT

{to be mutually signed by selected bidder and procuring entity}

This Agreement is made and entered into on this _____ day of _____, 2023 by and between 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 firm registered under theAct, 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 <NIT No _____>.

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

And whereas
Purchaser has accepted the bid of Successful Bidder/ Supplier and has placed the Letter of Intent having Reference No. _____ dated _____, on which Successful Bidder/ Supplier has given their acceptance vide their Letter No. _____ dated _____.

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

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

1. The NIT Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. This Agreement for Contract shall remain valid for all the work orders to be issued to Successful Bidder/ Supplier _____ during the entire period of this Contract.
3. In consideration of the payment to be made by RISL to Successful Bidder/ Supplier at the rates set forth in the Letter of Contract Reference No. _____ dated _____, will duly supply and install the said articles set forth in all the work orders to be issued during the period of contract thereof and provide comprehensive warranty and

support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by Successful Bidder/ Supplier.

4. The RISL do hereby agree that if Successful Bidder/ Supplier shall duly supply & install the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to Successful Bidder/ Supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to Successful Bidder/ Supplier and completed by Successful Bidder/ Supplier within the period as specified in the RPF document or the work order to be issued to Successful Bidder/ Supplier during the period of contract.
6. In case of extension in the delivery and/ or installation period/ completion/ commissioning period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which M/s _____ has failed to supply or complete the work:-

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ warranty services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If M/s _____ requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of services in on account of hindrances beyond the control of M/s _____.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
 8. "This agreement is being executed on behalf of Commercial Taxes Department, to procure defined services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the services being procured or provided. So, all the services are required to be delivered in the name of Commercial Taxes Department along with invoices of supplied items/ services, although payment will be made by RISL on behalf of said department/ company."

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

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

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

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

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

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

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place

Date

Appellant's Signature

(To be submitted only by Selected Bidder after issuing of LOA/ WO)

ANNEXURE-11 – CURRICULUM VITAE FOR PROPOSED RESOURCES

1	Proposed Position and Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
7	Summary of key Training and Certifications	
9	Total years of experience	
10	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]	From (Year): _____ To: (Year) _____ Employer: Positions held:
11	Highlights of assignments handled and significant accomplishments while working with current employer.	Name of assignment or project Year Location Client Main project features Position held:

Certification:

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

ANNEXURE-12: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement ("Agreement") is made on this _____ day of _____, 2023.

BETWEEN

Managing Director, RajCOMP Info Services Ltd., B-Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (hereinafter referred to as "RISL", which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,

AND

M/s. <Firm>, <Address of Firm> (hereinafter referred to as 'Successful Bidder/ Supplier', which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART.

WHEREAS

- a. The RISL wishes to enter into rate contract to provide Technical Resources for Design, Development, Implementation & Maintenance of ICTMS Project at RISL, Yojana Bhawan, Jaipur for a period of Four years (i.e. from _____, 2023 till _____). For the purpose there will be a requirement to exchange certain information related to or hosted in ICTMS Project which is proprietary and confidential information.
- b. The RISL is willing to disclose such information to firm only on the terms and conditions contained in this Agreement. The firm agrees to hold the Covered Data and Information in strict confidence. Firm shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/RISL except as permitted or required by the Agreement, or as otherwise authorized in writing by RISL.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition: In this agreement unless the contest otherwise requires:

1.1 "Confidential Information" shall mean

- a) any and all information concerning ICTMS Project or any other successor,
- b) any and all trade secrets or other confidential or proprietary information related with ICTMS Project and hosted in Rajasthan State Data Centre (RSDC)
- c) Passwords of application software, user identifications, or other information that may be used to access information systems, technical specifications of Resident data, access policies of database and application software and information hosted in RSDC.

1.2 Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related with ICTMS Project and/or hosted in Rajasthan State Data Centre (RSDC) and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.

2. Limitations on Use and Disclosure of Confidential and Proprietary Information

2.1 Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data may or may not be hosted in RSDC shall be used by the firm solely for the purpose of fulfilment of the obligation and work assigned to it as per order no. dated _____ 2023 and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RISL or its representative. Firm shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.

2.2 Confidential and Proprietary Information shall not be copied or reproduced by the firm without the express written permission of the RISL, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no.

- _____ dated _____ 2023.
- 2.3 Confidential and Proprietary Information shall be disclosed only to the Director or employees of the firm who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the firm shall be treated as a breach of this Agreement by the firm.
 - 2.4 Confidential and Proprietary Information shall not be disclosed by the firm to any third party without the prior written consent of the First Party.
 - 2.5 This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:
 - a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the firm; or
 - b. was, at the time of receipt, otherwise known to the firm without restriction as to use or disclosure; or
 - c. becomes known to the firm from a source other than the RISL and/or other departments/PSU without a breach of this Agreement by the firm; or
 - d. is developed independently by the firm without the use of Proprietary Information disclosed to it hereunder; or
 - e. is otherwise required to be disclosed by law.
 - 2.6 The provisions of Information Technology Act, 2000 and Rules thereto shall be complied by firm for entire contract period. Furthermore, in case of any inconsistency in any of the provisions of this agreement with the "Information Technology Act, 2000" and Rules thereto, the later shall prevail.
 - 2.7 The firm would be responsible for Non-Disclosure agreement to be signed by deployed man power in the project as per the requirement in the ICTMS project.

3. Business Obligation:

- 3.1 During the complete contract period of the agreement, the firm shall not
 - a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
 - b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the RISL, without the prior written consent of the RISL.
- 3.2 Whereas, the RISL as a matter of policy and with a view to develop and operate & maintain ICTMS project has given order to the firm (_____ dated _____-2023)for Development, Operation & Maintenance (FMS) for ICTMS project hosted in RSDC, Jaipur for a period of four years as specified in the service level agreement (SLA).
- 3.3 Whereas, the RISL under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of firm), had entered into an agreement with the firm that the second party shall not divulge such information either during the course of the life of this agreement.
- 3.4 Whereas, the firm has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the firm shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.
- 3.5 Whereas, the firm having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the firm shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the RISL and if this is violated, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.6 Whereas, the RISL shall have the entire control over the functioning of the firm and the firm shall work according to the instruction of the RISL and in case if this is violated by the firm

in any mode or manner, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

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

- a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
- b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipment's or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;
- c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
- d. Denies or causes the denial of access to any authorized person of the RISL to have access to any computer system or computer network by any means;
Shall be liable to pay damages by way of compensation and would also be liable for criminal prosecution in accordance with the prevailing laws.

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

- a. The nature of the unauthorized use or disclosure,
- b. The confidential and/or proprietary information/data used or disclosed,
- c. Who made the unauthorized use or received the unauthorized disclosure,
- d. What firm has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e. What corrective action firm has taken or shall take to prevent future similar unauthorized use or disclosure.
- f. Firm shall provide such other information, including a written report, as reasonably requested by RISL.

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

4. Dispute Resolution:

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

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

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

ANNEXURE-13-FORMAT FOR SUBMISSION OF MANPOWER STRENGTH

To,
The Managing Director, RISL

Sub: Undertaking for manpower strength in the project.

Dear Sir,

In response to the Tender/ NIB Ref. No. _____ dated _____, I hereby certify that more than 500 manpower resources of IT/ ITeS profile on full-time payroll on full-time payroll are available with the firm/company as on date of bid submission .

The required manpower resources as per RFP will be deployed in the project as per timelines defined in the RFP document.

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

Thanking you,

Authorized Signatory

Name:

Designation:

Annexure-14: Certificate for Prior Registration for Public Procurements

{to be submitted by the bidder }

To, {Procuring entity},

_____,'

_____,'

Reference: NIB No. _____ dated _____ (Unique Bid No.: _____)

I {Name/ Designation} have read the Rule 13 of the Rajasthan Transparency in Public Procurement (RTPP) Rules, 2013 and Government of Rajasthan Notification No. F.2(1)FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding prior registration with Industries department for bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State.

*I certify that this bidder/OEM {Name and address of the bidder} is not from such a country which shares land border with India or with beneficial ownership from such country.

OR

*I certify that this bidder/OEM {Name and address of the bidder} from such a country which shares land border with India or with beneficial ownership from such country has been registered with the Competent Authority. Evidence of valid registration by the Competent Authority has been attached herewith.

I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

*Please strikeout which is not applicable

Annexure: 15: RajTAX

RajTAX is user centric public portal which displays departmental information and VAT related services to the taxpayers. It includes information related to organization, schemes, Tax rates, Acts/rules, etc. CTD has launched VAT related 35 e-services to the taxpayer.

Link to RajTAX - <http://rajtax.gov.in/>

Modules to be developed under VAT IT system (RajTAX)

Modules	Reference links
e-Registrations, Cancellation and Amendment	Awardee Registration UserGuide.pdf (rajtax.gov.in)
e>Returns	rajtax.gov.in/vatweb/download/Help/New/e_Returns_UserGuide.pdf
e-Payments (View, GRN Verification)	rajtax.gov.in/vatweb/download/Help/New/e-Payment_UserGuide.pdf
e-Declarations System for Goods Movement	Commercial Taxes Department (rajtax.gov.in)
e-CST Form (ROCs)	Commercial Taxes Department (rajtax.gov.in)
e-RIPS – 2010 and 2014 Scheme	rajtax.gov.in/vatweb/download/Help/New/e_RIPS(GS T)_User_Guide.pdf
e-Exports Form (VAT & CST)	rajtax.gov.in/vatweb/download/Help/New/e_Export_UserGuide.pdf
e-Profile	Commercial Taxes Department (rajtax.gov.in)
e-Communications	e-comm_UserGuide.pdf (rajtax.gov.in)
Online Exemption Certificate	rajtax.gov.in/vatweb/download/Help/New/Online Exemption Certificate_HelpGuide.pdf
Online Tax Clearance Certificate	rajtax.gov.in/vatweb/download/Help/New/TCC_UserGuide.pdf
E-Consent to Use Website (Dealer Declaration)	Commercial Taxes Department (rajtax.gov.in)
Dealer Data Updation/ Update Contact Details	e_Dealer_Data_Update_UserGuide.pdf (rajtax.gov.in)
Sales match Mismatch Register	Commercial Taxes Department (rajtax.gov.in)
Purchase Match Mismatch Register	Commercial Taxes Department (rajtax.gov.in)
E-Refunds (VAT-20/VAT-21/VAT-22/VAT-20A and VAT-20AA)	Commercial Taxes Department (rajtax.gov.in)
Reopening of ex-parte Assessment	Ex_Parte_UserGuide.pdf (rajtax.gov.in)
Application for Rectification of Mistake	Commercial Taxes Department (rajtax.gov.in)
Multi-user functionality for VAT-47A/49A forms	rajtax.gov.in/vatweb/download/Help/New/Multi_User_Functionality_UserGuide.pdf
Waiver Module	rajtax.gov.in/vatweb/download/Help/New/Tax_Waiver_UserGuide.pdf
Appeals Module	Commercial Taxes Department (rajtax.gov.in)
Disputed Question Module	rajtax.gov.in/vatweb/download/Help/New/VAT_59_UserGuide.pdf

Tracking and Validation of Various Forms and Certificates.	Commercial Taxes Department (rajtax.gov.in)
Statutory Forms	rajtax.gov.in/vatweb/download/Help/New/Statutory_Forms_UserGuide.pdf
E-NIDAAN	Commercial Taxes Department (rajtax.gov.in)
New User Sign Up and Forget Password Utility	rajtax.gov.in/vatweb/download/Help/New/Signup_UserGuide.pdf
Awarder Registration, Returns and View VAT-41 (TDS Certificate)	Commercial Taxes Department (rajtax.gov.in)
E-Mitra Utility for various e-Services	rajtax.gov.in/vatweb/download/Help/EMitra_UserGuide.pdf
View Notices Utility for Taxpayers	Commercial Taxes Department (rajtax.gov.in)
VAT-72 (Information regarding Concessional Tax Rates)	rajtax.gov.in/vatweb/download/Help/New/Vat_72_UserGuide.pdf
Amnesty Scheme	Commercial Taxes Department (rajtax.gov.in)
Electricity Duty Registration and Return Module	rajtax.gov.in/vatweb/download/Help/New/eRegistration_Electricity_Duty_CPP_UserGuide.pdf
e-RIPS 2019 scheme	Commercial Taxes Department (rajtax.gov.in)
Amnesty Scheme – 2022	Amnesty_Scheme_2022.pdf (rajtax.gov.in)
Amnesty Scheme for not subsumed goods in GST.	Amnesty_Scheme_for_goods_not_subsumed_in_GST.pdf (rajtax.gov.in)

Features and Tabs of RajTAX web Portal

S.No.	Feature	Description
1	Organization	This will give overview About CTD, Commissioner CTD, Activities, CTD Setup, Department Manual, Roster, etc.
2	Act/ Rules	PDF of all Act & Rules will be available in this feature.
3	GST Corner	This includes Overview, Act, Rules, E-Way Bill, HSN Code, Important Dates, FAQ's, etc regarding GST
4	Forms	All forms for VAT, Entertainment Tax, Entry Tax, Electricity Duty, CST will be available here.
5	Tax Rates	This section will include Tax Rates manuals for VAT, Entertainment Tax, Electricity Duty Tax, Luxury Tax, etc.
6	Notifications	This will include circulars & clarifications by Govt. & CCT.
7	e-Services	This section will cover all the departmental online services enabled for taxpayers such as e-payment, e-registration, e-refunds, e-returns, etc.
8	Judgements	This section will contain orders release by the department
9	Schemes	This section includes latest schemes which are on-going in department.
10	User Manuals	This section includes manuals for users.
11	Media	Print Media, Press Release and Photo Gallery will be available here.
12	Contact Us	Phone numbers and Helpdesk related options are available here.
13	News & Updates	This section includes Latest news and updates for users or

S.No.	Feature	Description
		officers.
14	Latest News	This section will provide any latest information which department wants to convey to users.
15	Ask Me	User can raise their queries in this section
16	Feedback	User can provide information & opinion

Key e-Services of CTD RajTAX and Raj Vista portal

- (1) Functionality for Registration of Dealers and Management of Basic Information furnished by the Dealers.
 - Facilitate capturing of details in the system about the dealers and their business, place(s) of business (including factory, office, sale outlet or any other place or additional place of business), constitution and nature of business, dealer's addresses, Bank/ other Accounts, details of immovable properties, interest of partners etc in business, goods required for use in manufacture etc., security furnished, photographs, signatures, and other details.
- (2) Functionality of recording payment of tax under the VAT Act.
 - Facilitate, in every district, daily capture of dealer-wise, Head / Sub-Head/ Minor Head of Account- wise details of payments of VAT through Challans / Treasury receipts received from the collection agencies directly or through dealers.
 - Facilitate capturing of daily and dealer-wise details of online payments made by the dealers.
- (3) Functionality of Return Management
 - Facilitate generation of acknowledgment for filing of periodical returns.
 - Facilitate data entry in Demand and Collection Registers and maintenance of periodic information in original and revised returns filed under VAT.
- (4) Functionality for Refund
 - Facilitate capturing details of refund application and reporting thereon.
 - Facilitate generation of a refund order.
- (5) Functionality for Appeals
 - Facilitate registration of appeals and storage of record of appeal applications in institution registered of appeals prescribed.
 - Facilitate summary/gist of cases to be entered and maintained. Details like name of advocate etc. relevant to the case should also be captured.
- (6) Functionality for Monitoring Revision
 - Facilitate capturing details of initiation and registration of revisions and storage of record thereof in institution register of revisions, as prescribed.
 - Facilitate summary/gist of revisions to be entered and maintained.
- (7) Functionality for Recovery Management
 - Facilitate capturing of details of demand notices issued in respect of additional demand of tax, penalty, or interest on assessment or under any other order issued by any authority.
 - Facilitate tracking of collection of additional demands dealer-wise, assessment circle-wise and to facilitate re-conciliation of payments received by challans through Treasury, main/ Sub- Head-wise as tax, penalty, interest.
- (8) Functionality for deemed assessment
 - Facilitate serving of notice in case of incomplete returns.

- Facilitate issuance of acknowledgement of annual rerun considered as deemed assessment order.
- (9) Functionality of enforcement and inspection
- Facilitate capturing dealer-wise details of purchases, sales, manufacture, warehousing, consignment and the like collected about from external sources (e.g., Transport Companies, Railways, Banks, Post offices etc.) for cross verification purposes.
 - Facilitate capturing of details of surprise inspections of dealer's business premises, accounts, and results of cross verification with other dealers, suppliers, purchasers etc.

Annexure: 16: RajVISTA-

RajVISTA is an internal portal which is only used by Officers of CTD Department. It's a secure, application-based platform used by executives and other high-level officers to access information, reports, and other resources related to their roles and responsibilities within the department. Officers can have access to various modules like Acknowledgement, Payment, Penalty, Refund, Dealer's profile, Appeals, etc.

RajVista - <http://10.10.89.73:7777/rvat/>

Modules to be developed under VAT IT system (RajVISTA)

Modules	Modules
Acknowledgements System	Request Logger – to raise Technical and Functional Issues/Queries by Assessing Authorities to Technical Section
Registration System – Suo-Moto Registration, Dealer Correction, Duplicate Registration Certification Issuance, Suo-Moto Cancellation and File Transfer	Department Activities – to view Circular and Notifications for Departmental Authorities
Returns Processing System – View Returns, Dealer Category Change	ITC verification
Payment System – RCR for Recording Payments in the system and Freezing of RCR	e-RIPS – 2010,2014 and 2019 Scheme
Assessment System – Pre-Assessment, Deemed Assessment and Normal Assessment	Amnesty Scheme – 2021
Penalty	Electricity Duty Registration and Return Module
Refunds System – Processing at CRO Level	Amnesty Scheme – 2022
Recovery System	Amnesty Scheme for not subsumed goods in GST
Anti-Evasion Module – Post Inspection Survey and Inspection of Goods in Movement	GST MDOs
Appeals System – Appeals Suo-Moto and Central Litigation & Tracking System	Enforcement MDOs
Statutory Forms System	Bulk File Transfer
Management Information System (MIS) & Dashboards	File weeding and Record keeping functionality
Administration System – Reset Password, Create New User, User Transfer	Write off Module
TINXSYS System	General Module – Demand and Recovery Module, RIPS Budget Allocation and Grant Subsidy, ROCs, and Export Forms – Forceful Approval and Cancellation, Task Assignment and Monthly Charts Upload Functionality
e-Services Management	Pending Tasks (Task Management System) – for various e-Services acknowledged by the dealer
My Messages – Send and receive messages for internal communication	Dealer Search – to view the complete profile of the dealers

Annexure: 17: Limitation and challenges of existing VAT IT system:

- **Compatibility issues**
 - No direct interfacing with external systems. Due to current JDK version 1.4.2 there is no interfacing with external systems and Government institutions like MobileSeva, Sevadwaar, IFMS, E-Sanchar and so on using Transport Layer Security (TLS) v1.2. Currently other Govt. Institutions are providing support for TLS v1.2 and it requires higher version of JDK 1.6+ for communication and integration. A temporary arrangement has been made for interfaces using a separate system.
 - RajVISTA is only working on Internet Explorer, not working on other search engines
- **Upgradation related issues**
 - Oracle Application Server 10G R2 doesn't support JDK's later than Sun JDK version 1.4.2
- **Security related risks**
 - SSL (Security Sockets Layer) certificate is not enabled
- **Support related issues**
 - Oracle ATS (Advanced Technical Support) is not available for Middleware and Database
- **Performance optimisation related issues**
 - Application faces hang/ slowness
- **Storage related issues**
 - 10 TB Out of 60 TB remained & will be used in 1-2 year

Annexure:18: Monitoring Mechanism for Appeals at Different Levels in GST

Authority	Opening Balance	Receipt during month*	Disposal during month	Closing Balance	Age-wise Breakup
Appellate Authority					
Tribunal Level (National Bench)					
Tribunal Level (State Bench)					
High Court Level					
Supreme Court Level					
Total					

***Appellate Authority** (Details of cases received during month)

S. No	Name of Party / Appellant /GSTIN	Issue Involved	Amount Involved

***Tribunal Level** (Details of cases received during month)

S. No	Name of Party / Appellant /GSTIN No.	Issue Involved	Amount Involved	National Bench/ State Bench

***High Court Level** (Details of cases received during month)

S. No	Name of Party / Appellant /GSTIN No.	Issue Involved	Amount Involved	Writ Appeal Petition/

***Supreme Court Level** (Details of cases received during month)

S. No	Name of Party / Appellant /GSTIN No.	Issue Involved	Amount Involved	SLP / Civil Appeal

Monitoring Mechanism for Appeals at Different Levels in VAT IT System

Authority	Opening Balance	Receipt during month*	Disposal during month	Closing Balance	Age-wise Breakup
Appellate Authority					
Tribunal Level					
High Court Level					
Supreme Court Level					
Total					

***Appellate Authority** (Details of cases received during month)

S. No	Name of Party / Appellant /TIN No	Issue Involved	Amount Involved

***Tribunal Level** (Details of cases received during month)

S. No	Name of Party / Appellant /TIN No	Issue Involved	Amount Involved

***High Court Level** (Details of cases received during month)

S. No	Name of Party / Appellant /TIN No	Issue Involved	Amount Involved	Writ Appeal	Petition/

***Supreme Court Level** (Details of cases received during month)

S. No	Name of Party / Appellant /TIN No	Issue Involved	Amount Involved	SLP / Civil Appeal

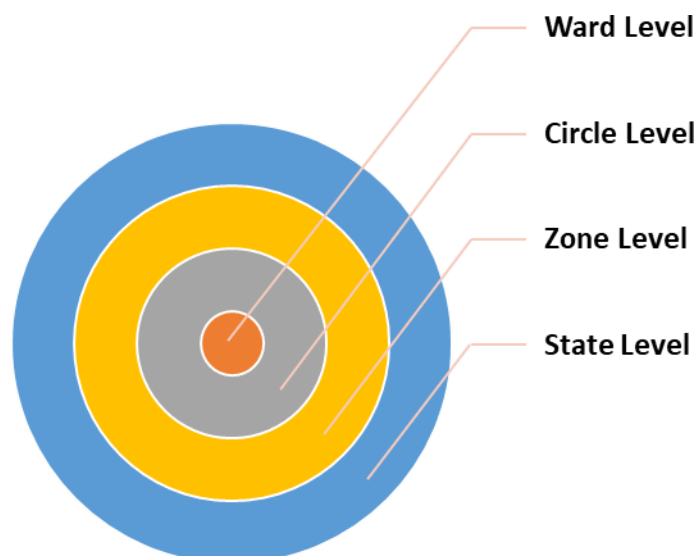
Annexure: 19: MIS Reports:

Monitoring & Analysis of data is the critical functionality of the MIS which will greatly assist all stakeholders to manage issues in a simplified manner and address potential issues quickly. Automated alerts are provided for important steps and tracking of issues can be done on the central system. The two functions are explained below:

- **Monitoring reports** – MIS is used for monitoring and tracking the various aspects of the health system and help in knowing the state of the system. The frequency of these reports is pre -defined, depending upon the component being tracked, and raises automatic alerts for urgent issues which require attention and correction.
- **Analytics reports** – These are obtained by analysing the data over time to determine long-term trends. These are used by senior officials implement improvements in the system by addressing recurring issues and making informed decisions. The performance of the system is tracked over time and can automatically determine the areas and stakeholders which need to be addressed, thus allowing the officials to easily identify and bring about improvements in the system.
- **ADHOC reports** – System should have the functionality to allow the user to perform analysis as per his requirement. Simple drag & drop of metrics to create analysis and graphs (for select users)

Three Axes of Analysis

(1) Report can be created at any level



(2) Reports can be filtered for any specific Sector/ Department type

- ICTMS
 - GST
 - VAT
 - Demand & Recovery
 - Enforcement
 - Scrutiny
 - Business Audit

(3) Reports can be tracked across different time periods

- Month on Month
- Quarter on Quarter
- Year on Year

Note: Different users would have different levels of access to reports, depending on their level and focus area. Details of these differential access requirements should be captured as part of the needs assessment exercise.

Annexure – 20 - CRU Utility

GST support utility for Central Registration Unit (CRU) will fetch information needed by CRU officers to validate registration of new dealer by different departments. This utility will reduce manual efforts of officers.

CRU utility will include below mentioned features:

- 360-degree profile of taxpayer using integration with multiple platforms available (CBDT, CBIC, etc.)
- Facility to ease the validation process of documents uploaded by the taxpayer using integration data.
- Digital physical visit record keeping in case of suspicious application and integration with 360-degree profile of applicant
- Online physical visit permission request and approval functionality.

Steps for document validation

Step 1: CRU officer (user) will open ICTMS portal and login on employee corner to access CRU utility.

Step 2: User will enter fields which s/he wants to validate.

Step 3: User will click on validate button

Step 4: User can view the firm related details fetched by different user departments such as registrations linked to PAN, pending demands, default status, etc.

Step 5: User can navigate between multiple tabs to view additional details related to bank account, partners, etc. based on inputs provided.

Step 6: User can further decide to choose physical verification option in case of any discrepancies.

Steps for physical verification request

Step 1: CRU officer can view past physical verification requests and can add new PV request with details of dealer and remarks (reasons for visit) to the concerned authority.

Step 2: Concerned authority will approve or reject the PV request.

Step 3: Officer will get notify on any action made by concerned authority.

Step 4: After approval, CRU officer will assign jurisdictional officer of ward to do physical verification of business premise.

Step 5: After the visit, officer can add remarks regarding the dealer's business premise, which will auto reflect whenever same firm tries to re-apply for registration.

Annexure – 21 - GST Audit Utility

Sample data repository to store audit para related information.

CTD Report - GST Audit Utility															
GST Audit Statistics															
SN	GSTIN	Name of Taxpayer	Audit Zone	Taxpayer's Sector	HSN/SAC	Audit Period	Para No	Audit Objections	Revenue Implication	Taxpayer Agreement on Para (Yes, No, Partially)	Tax Amount				
											CGST	RGST	IGST	Cess	Total Tax Amount
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	(P)=(L+M+N+O)
1	08AAGFR4538J1ZV	RAJ MOTORS	Ajmer	Automobile & Spare Parts	87111010,87111020,87112011,87112019,87149990	2017-18	1	Late Filing of GSTR-1	Late fee Rs. 25550.00	Yes Agreed	-	-	-	-	-
							2	Non Payment of RCM on expenses U/S 9(4) of SGST &	GST Rs. 30388 .00	Not Agreed	15,194	15,194	-	-	30,388
							3	Non Payment of GST on Commission Income	GST Rs. 140394.00	Partially Agreed	70,197	70,197	-	-	1,40,394
2	08BLFPK1833G1Z9	MOHANSWAR OOP NEERAJ KUMAR	Bharatpur	Oil & Seeds	12071010,09092110,23050010,11041200,63051010	2017-18	1	Reversal of ITC u/s 16(2) of CGST/SGST Act, 2017	650751/- along with interest and penalty applicable as per Act and Rules of SGST/CGST Act 2017.	Full Deposited (DRC-03)	3,25,376	3,25,376	-	-	6,50,751
							2	Wrong claim of credit in Tran-1	648/- along with interest and penalty applicable as per Act and Rules of SGST/CGST Act 2017.	Partially Deposited (DRC-03)	648	-	-	-	648

Note :
MCM - Monitoring Committee Meeting
FY - Financial Year

Interest Amount					Late Fee/Penalty Amount					Grand Total	Para Conclusion	Provision of Law	Subject-Matter	MCM Reference No.	Comments by the MCM	Para Marks	Type of Taxpayer	Constitution of Business	Prominently Deals in	Nature of Core Business Activity	
Interest (CGST)	Interest (RGST)	Interest (IGST)	Interest (Cess)	Total Interest Amount	Late Fee (CGST)	Late Fee (RGST)	Late Fee (IGST)	Late Fee (Cess)	Total Late Fee/ Penalty												
(IC)	(ID)	(IE)	(IF)	(IG)	(IH)	(II)	(IJ)	(IK)	(IL)	(IM)	(IN)	(IO)	(IP)	(IQ)	(IR)	(IS)	(IT)	(IU)	(IV)	(IY)	
-	-	-	-	-	12775	12775	0	0	0	25,550	25,550	Para raised and Stand raised	Section 47	Levy of Late Fee	7th MCM	Para Approved	Approved	Normal	Partnership	Service	Service Provider and Others
-	-	-	-	-	0	0	0	0	0	30,388	30,388	Para raised and Stand raised	Section 9(4)	Reverse Charge	7th MCM	Para Approved	Approved	Normal	Partnership	Service	Service Provider and Others
-	-	-	-	-	0	0	0	0	0	1,40,394	1,40,394	Para raised and Stand raised	Section 7	Tax not Paid (Receipts)	7th MCM	Para Approved	Approved	Normal	Partnership	Service	Service Provider and Others
-	-	-	-	-	0	0	0	0	0	6,50,751	6,50,751	Para raised and Stand raised	Section 16(2)	ITC Wrongly Aailed [Section 16(2)]	7th MCM	Para Approved	Approved	Normal	Proprietorship	Goods	Trader - Wholesaler/Distributor
-	-	-	-	-	0	0	0	0	0	648	648	Para raised and Stand raised	Section 140	Transitional Arrangements of Input Tax Credit (Tran-1)	7th MCM	ITC seems to be taken on Fake and Bogus bills, so needs to be Re-examined.	Re-Examine	Normal	Proprietorship	Goods	Trader - Wholesaler/Distributor

