

2025

# **Raj COMP Info Services Limited (RISL)**

**Selection of Service Providers to set up and  
manage e-Mitra kiosks (urban and rural)  
under e-Mitra Project in the state of  
Rajasthan**



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**REQUEST FOR PROPOSAL (RFP) for Selection of Service Providers to set up and manage e-Mitra kiosks (urban and rural) under e-Mitra Project in the state of Rajasthan**

NIB No: - F4.9(1193)/RISL/Tech/Misc/2025/25189001

Date: - 08-07-2025

UBN :- RIS2526SLOB00016

Date: - 08-07-2025

<b>MODE OF BID SUBMISSION</b>	Online through eProcurement/ e-Tendering system at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
<b>PROCURING AUTHORITY</b>	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>DATE &amp; TIME OF PRE-BID MEETING</b>	17/07/2025 at 11:30 AM
<b>LAST DATE &amp; TIME OF SUBMISSION OF BID</b>	07/08/2025 at 03:00 PM
<b>DATE &amp; TIME OF OPENING OF TECHNICAL BID</b>	07/08/2025 at 04:00 PM

**Bidding Document Fee: ₹ 5000/- (Rupees Five Thousand only)**

<b>NAME OF THE BIDDING COMPANY/ FIRM:</b>	
<b>CONTACT PERSON (AUTHORISED BID SIGNATORY):</b>	
<b>CORRESPONDENCE ADDRESS:</b>	
<b>MOBILE NO.</b>	<b>TELEPHONE &amp; FAX NOS.:</b>
<b>WEBSITE &amp; E-MAIL:</b>	

**Raj COMP Info Services Limited (RISL)**

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

Phone: 0141- 5103902, Fax: 0141-2228701

Web: <https://risl.rajasthan.gov.in>, Email: umeshcj.doit@rajasthan.gov.in

## ABBREVIATIONS & DEFINITIONS

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid/ e-Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity.
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
<b>Calendar Month</b>	A calendar month refers to any one of the 12 named months in the Gregorian calendar, starting from the first day of the month to the last day, inclusive
<b>Closure of kiosk</b>	Kiosk is considered closed when it is permanently deactivated i.e. any SSO ID cannot be granted permission to become Owner/Admin/Operator of that kiosk
<b>Cobranded Banner</b>	Banner with logo of e-Mitra and Local Service Provider
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Day</b>	A calendar day as per GoR/ Gol.
<b>DeGS</b>	District e-Governance Society
<b>De-activation of Kiosk</b>	Kiosk is considered 'De-activated' when Role of Kiosk owner, Kiosk Admin and Kiosk Operator is temporarily suspended for all SSO IDs for that kiosk code.
<b>DD</b>	Demand Draft
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>EMD</b>	Earnest Money Deposit
<b>e-Mitra kiosk</b>	<p>IT enabled, front-end service delivery centres in urban and rural areas of Rajasthan. E-Mitra kiosk is uniquely identified using Kiosk Code (starting from 'K' and having digits after that).</p> <p>The <b>e-Mitra kiosk owner</b>, referred to as the e-Mitra kiosk, is an entrepreneur and can have single or multiple operators for service delivery. The <b>Kiosk Owner</b> is the individual who owns the e-Mitra kiosk and whose KYC and other required documents are verified during the kiosk approval process. The Kiosk Owner may either appoint a <b>Kiosk Admin</b> and <b>Kiosk</b></p>

	<b>Operator</b> to manage the kiosk or choose to perform these roles personally. The Kiosk Owner holds full responsibility for all actions carried out by the Kiosk Admin or Kiosk Operator through the kiosk. The unique identifier used to recognize the Kiosk Owner on the e-Mitra portal is the <b>SSO ID</b> .
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>GST</b>	Goods and Services Tax
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
<b>INR</b>	Indian Rupee
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LOI</b>	Letter of Intent
<b>NeGP</b>	National e-Governance Plan of Government of India under the Ministry of Electronics and Information Technology (MeitY).
<b>NIB</b>	Notice Inviting Bid
<b>Nodal Officer</b>	Person nominated by the Department to be in-charge for that particular action /Project
<b>Notification</b>	A notification published in the Official Gazette
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
<b>Raj SWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>RISL</b>	RajCOMP Info Services Limited
<b>SLA</b>	Service Level Agreement refer to the contracted delivery performance.
<b>SOW</b>	Scope of Work
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>WO/ PO</b>	Work Order/ Purchase Order



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



### RajCOMP Info Services Ltd.

(A Government of Rajasthan undertaking)

email: info@rajcomp.net  
website:  
www.rajcomp.net

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

NIB No: - F4.9(1193)/RISL/Tech/Misc/2025/ 25189001

Date: - 08-07-2025

UBN- RIS2526SL0B00016

Date: - 08-07-2025

NAME & ADDRESS OF THE PROCURING ENTITY		<ul style="list-style-type: none"> <li>Name: RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
NAME & ADDRESS OF THE PROJECT OFFICER IN-CHARGE (POIC)		<ul style="list-style-type: none"> <li>Name: Mr. Umesh Chand Joshi</li> <li>Designation: System Analyst (Joint Director), DoIT&amp;C</li> <li>Address: Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> <li>Email: umeshcj.doit@rajasthan.gov.in</li> <li>Mobile: 9694418180</li> </ul>
SUBJECT MATTER OF PROCUREMENT		RFP for Selection of Service Providers to set up and manage e-Mitra kiosks (urban and rural) under e-Mitra Project in the state of Rajasthan
BID PROCEDURE		Single Stage: Two part (envelop) open e-Bid procedure at <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>
BID EVALUATION CRITERIA (SELECTION METHOD)		Least Cost Based Selection (LCBS)-L1
WEBSITES FOR DOWNLOADING BIDDING DOCUMENT, CORRIGENDUM'S, ADDENDUMS ETC.		<a href="https://sppp.rajasthan.gov.in">https://sppp.rajasthan.gov.in</a> , <a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a> , <a href="https://www.doitc.rajasthan.gov.in">https://www.doitc.rajasthan.gov.in</a> , <a href="https://risl.rajasthan.gov.in">https://risl.rajasthan.gov.in</a>
ESTIMATED PROCUREMENT COST		₹ 20 Cr (Rupees Twenty Crores Only) including taxes
FEES	BID DOCUMENT FEE / TENDER FEE	<ul style="list-style-type: none"> <li>Bidding document fee: ₹ 5000 (Rupees Five Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
	RISL PROCESSING FEE	<ul style="list-style-type: none"> <li>RISL Processing Fee: ₹ 2500 (Rupees Two Thousand Five Hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
	BID SECURITY (EMD) AND MODE OF PAYMENT	<ul style="list-style-type: none"> <li>Amount - INR 6 Lakhs per division</li> <li>Mode of Payment: Bank Guarantee (in specified format), of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"</li> </ul>
PERIOD OF SALE OF BIDDING DOCUMENT (START/ END DATE)		<ul style="list-style-type: none"> <li>Start Date: 08/07/2025 at 06:00 PM</li> <li>End Date: 07/08/2025 at 03:00 PM</li> </ul>
DATE/ TIME/ PLACE OF PRE-BID MEETING		<ul style="list-style-type: none"> <li>Date and Time: 17/07/2025 at 11:30 AM</li> <li>Place: Conference Room, Ground Floor, DoIT&amp;C</li> </ul>
MANNER, START/ END DATE FOR THE SUBMISSION OF BIDS		<ul style="list-style-type: none"> <li>Manner: Online at e-Proc website (<a href="https://eproc.rajasthan.gov.in">https://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: 24/07/2025 at 06:00 PM</li> <li>End Date: 07/08/2025 at 03:00 PM</li> </ul>
SUBMISSION OF DEMAND DRAFT / BANK GUARANTEE FOR TENDER FEE, BID SECURITY, AND PROCESSING FEE		<ul style="list-style-type: none"> <li>Start Date: 24/07/2025 at 06:00 PM</li> <li>End Date: 07/08/2025 at 03:00 PM</li> </ul>

3





## RajCOMP Info Services Ltd.

(A Government of Rajasthan undertaking)

email: [info@rajcomp.net](mailto:info@rajcomp.net)

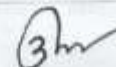
website:

[www.rajcomp.net](http://www.rajcomp.net)

DATE/ TIME/ PLACE OF TECHNICAL BID OPENING	<ul style="list-style-type: none"> <li>• Date &amp; Time: 07/08/2025 at 04:00 PM</li> <li>• Place: RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan).</li> </ul>
DATE/ TIME/ PLACE OF FINANCIAL BID OPENING	Will be intimated later to the Technically qualified bidders
BID VALIDITY	120 days from the bid submission deadline

**Note:**

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) In case, the bidder fails to physically submit the Demand Draft/Bank Guarantee for Tender Fee, Bid Security, and RISL Processing Fee up to the time and date mentioned in the NIB, its Bid shall not be accepted. The Demand Draft for Bidding document fee and RISL Processing Fee should be drawn in favour of "Managing Director, RISL" payable at "Jaipur".
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <https://eproc.rajasthan.gov.in> (bidders already registered on <https://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.  
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)  
e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in)  
Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a Lol has been issued or a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procuring entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPP Act, 2012 and Rules, 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.
- 11) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- 12) 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.



(Joint Director)

## 1. Pre-Qualification/ Eligibility Criteria

A service provider participating in the procurement process shall possess the following minimum prequalification/ eligibility criteria. The State of Rajasthan has 7 divisions: Ajmer, Bharatpur, Bikaner, Jaipur, Jodhpur, Kota and Udaipur divisions. The service provider can apply for any number of divisions.

The service provider must submit documentary evidence in support of their claim for fulfilling the criteria. The Bid received without documentary evidence and the required Earnest Money will be out rightly rejected.

- (i) Eligibility criteria for Firms operating as Local Service Provider (LSP) of e-Mitra scheme in Rajasthan:

S. No.	Basic Requirement	Specific Requirements	Documents Required
Local Service Provider of e-Mitra scheme in Rajasthan			
1.	Project Capability	Operating as Local Service Provider of e-Mitra scheme in Rajasthan as on 31.05.2025.	Work Order from RISL (RajCOMP Info Services Ltd.) + Self attested copy of commission invoice raised to RISL for the month of May 2025.
2.	Tax registration and clearance	The service provider should have a registered number of: - <ul style="list-style-type: none"> <li>• GSTN where his business is located</li> <li>• Income Tax/ PAN Number</li> </ul>	Copies of relevant certificates of registration
3.	Mandatory Undertaking	The Service provider should: - <ul style="list-style-type: none"> <li>a) Possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents, pre-qualification documents or bidder registration documents, as the case may be.</li> <li>b) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</li> <li>c) Not have, and their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</li> </ul>	A self-declaration letter as per Annexure-3

		d) A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 of RTTP Rules, 2013 and the bidding documents.	
4.	EMD	The bidder must submit EMD amounting to INR 6 Lakhs per division	Bank Guarantee

- (ii) Eligibility criteria for other Firms i.e. Firms other than those operating as Local Service Provider of e-Mitra scheme in Rajasthan:

S. No.	Basic Requirement	Specific Requirements	Documents Required
Firms other than existing Local Service Providers (LSPs)			
1.	Legal Entity	A company registered under Indian Companies Act, 2013 OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Limited Liability Partnership (LLP) Act, 2008 (Note: Joint Venture, Consortium or Association are not allowed).	- Copy of valid Registration Certificates / Copy of Certificates of incorporation
2.	Project Capability	The service provider should have at least 5 years of proven experience in the field of ICT based kiosks/centres for delivery of citizen centric services anywhere in the country having 5000 operational centres as on 31.03.2025.	Work Order + Work Completion Certificates from the client; OR Work Order + Self-Certificate of Work or Phase Completion (Certified by the Statutory Auditor/CA with Registration Number / Seal);
3.	Financial: Turnover	The bidder must have an average annual turnover from IT/ITeS services of ₹ 20 Crores in the last three financial years ending on 31-03-2025.	Statutory Auditor/ CA Certificate with Registration Number / Seal
4.	Financial: Net Worth	The bidder must have positive net worth in last three financial years.	Statutory Auditor/ CA Certificate with Registration Number/ Seal
5.	Tax registration and clearance	The service provider should have a registered number of: - • GSTN where his business is located • Income Tax/ PAN Number	Copies of relevant certificates of registration

6.	Mandatory Undertaking	<p>The Service provider should: -</p> <ul style="list-style-type: none"> <li>a) Possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents, pre-qualification documents or bidder registration documents, as the case may be.</li> <li>b) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.</li> <li>c) Not have, and their directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</li> <li>d) A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 of RTTP Rules, 2013 and the bidding documents.</li> </ul>	A self-declaration letter as per Annexure-3
7.	EMD	The bidder must submit EMD amounting to INR 6 Lakhs per division	Bank Guarantee



## 2. PROJECT PROFILE & BACKGROUND INFORMATION

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

e-Governance Framework includes

- Adherence to the vision of State's IT Policy
- Standardization and Security Aspects
- Capacity Building
- End-to-end Service Delivery under:
  - Government to Citizen (G2C) Services
  - Government to Business (G2B) Services
  - Business to Citizen (B2C) Services
  - Government to Government (G2G) Services

### 2.1 About DoIT&C

Department of Information Technology & Communication (DoIT&C), Govt. of Rajasthan is responsible for implementation of various IT/e-Governance projects for the State of Rajasthan. DoIT&C, GoR provides the State government a strong technical foundation to effectively serve the citizens and to create transparency, accountability and efficiency through computerization. It has implemented multiple citizen centric applications like E-Mitra, Jan-Aadhaar, GIS, Raj-Sampark, eLearning, eLibrary, ePDS, eOffice, RajFAB, SJMS, Analytics, eVault, eSign etc.

### 2.2 About RISL

RajCOMP Info Services Ltd. (RISL) is a Government of Rajasthan undertaking established on October 27, 2010, under the Companies Act, 1956. Operating under the Department of Information Technology & Communication (DoIT&C), RISL is the state's designated agency for implementing various e-Governance initiatives. The organization is headquartered at Yojana Bhawan, C-Scheme, Jaipur. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users). RISL's core functions and services are:

- **IT Consultancy:** Providing expert advice on technology solutions.
- **e-Governance Implementation:** Managing projects like the State Data Centre (SDC), e-Mitra, e-Procurement, RajNET, iSTART Portal, JanSoochna Portal, and Raj eGyan, RajKaj, eBazaar etc.
- **Capacity Building:** Training government personnel in IT skills.

## 2.3 About e-Mitra

e-Mitra is an ambitious project of the state government which utilizes an e-platform to provide all Government information and services to rural and urban masses under one roof through e-Mitra kiosks. The scope of services that can be provided through e-Mitra kiosks is not limited to Government domain but it may also include services of private sector organizations like Mobile phone service providers, DTH recharges, Insurance, Ticket Booking, etc.

The objective of e-Mitra project is to provide wide range of citizen friendly Services of different departments / organizations under one roof so that the citizens do not have to run around various departments. Its aim is to deploy information & communications technology (ICT) for the benefit of the masses.

### 2.3.1 Service Basket

- Following broadly categorizes the type of services currently being delivered through e-Mitra platform:
  - ✚ Utility Bill & other types of Payment Collection
  - ✚ Submission of Online Application Forms & Fee Deposits
  - ✚ Submission of Grievances/Information Retrieval
  - ✚ Various Certificates & copy of Land Records
  - ✚ Pre –paid services (mobile/TV recharge, Insurance, ticket booking, etc.)
- Currently, more than 650+ services of approximately 100 Government departments/ PSUs/ private service providers are being offered through e-Mitra portal.
- Indicative list of services is available on <https://emitra.rajasthan.gov.in>

### 2.3.2 Financial Model

No Capital Subsidy and Revenue Support is envisaged under the e-Mitra scheme in the state. The kiosks under e-Mitra project works on self-sustained financial model, where DoIT&C/RISL offers an approved rate structure for per transaction-commission charges for delivery of various G2C & B2C services through these kiosks. e-Mitra service charges for each service are decided by the State Government which are distributed among RISL, LSP and e-Mitra kiosks. Annexure 14 is the e-Mitra rate Circular 35 on e-Mitra service charges fixed for various services being delivered through e-Mitra platform.

### 2.3.3 Fund Flow Mechanism

More than 55-60 lakh transactions are carried on e-Mitra portal every month, collecting revenue of about ₹300 - ₹400 Crores. e-Mitra, being a multi-stakeholder project, has established an online mechanism for fund flow between all stakeholders to ensure efficient, transparent and timely realization of money in respective accounts.

The entire system is online and working on prepaid model where kiosk deposits advance to RISL that is to be consumed against delivery of service through e-Mitra platform. The commission charges are also automatically transferred to the e-wallets maintained on e-Mitra portal for concerned kiosk



owner/ LSP on monthly basis. Also, the financial penalty on the e-Mitra kiosk will be deducted from the e-wallet of the e-Mitra Kiosk.

### 2.3.4 Purpose for RFP

Under this Request for Proposal (RFP), RajCOMP Info Services Limited (RISL) will onboard Local Service Providers through an open tender process. These LSPs will be responsible for establishing and managing IT-enabled e-Mitra kiosks within assigned divisions to deliver citizen-centric services throughout the contract period.

### 2.3.5 Bidding Divisions of e-Mitra Scheme

The State of Rajasthan has 41 districts which are divided into 7 divisions: Ajmer, Bharatpur, Bikaner, Jaipur, Jodhpur, Kota and Udaipur divisions. Each division consists of 4-8 districts. A table comprising name of districts under each of the seven divisions is provided below. Each district has several blocks under them depending upon the geographical coverage and population; currently there are 295 blocks & 305 ULBs in the State. The blocks/ULBs are further divided into GPs/Wards; there are about 11152 GPs/Wards (approx.) in the State. For the purpose of deployment of e-Mitra kiosks centres in the State, a division has been considered as bidding unit for bidding purposes. The Bidder can bid for any number of divisions. The allocation of divisions is purely under the discretion of RISL & decision of MD, RISL in this regard, will be final and binding to all the bidders. Names of the divisions along with the districts under them are given below:

Ajmer Division	Bharatpur Division	Bikaner Division	Jaipur Division	Jodhpur Division	Kota Division	Udaipur Division
1. Ajmer	7. Bharatpur	12. Bikaner	16. Alwar	23. Balotra	31. Baran	35. Banswara
2. Beawar	8. Deeg	13. Churu	17. Dausa	24. Barmer	32. Bundi	36. Chittorgarh
3. Bhilwara	9. Dholpur	14. Hanumangarh	18. Jaipur	25. Jaisalmer	33. Jhalawar	37. Dungarpur
4. Didwana-Kuchaman	10. Karauli	15. Sri Ganganagar	19. Jhunjhunu	26. Jalore	34. Kota	38. Pratapgarh
5. Nagaur	11. Sawai Madhopur		20. Khairthal-Tijara	27. Jodhpur		39. Rajsamand
6. Tonk			21. Kotputli-Behror	28. Pali		40. Salumbar
			22. Sikar	29. Phalodi		41. Udaipur
				30. Sirohi		

### 3. SCOPE OF WORK: LOCAL SERVICE PROVIDER (LSP) and KIOSK

RISL desires to engage experienced and qualified professional Service Providers to set up and manage e-Mitra kiosks (urban and rural) under e-Mitra Project in the state of Rajasthan. The duration of the engagement is for a period of 5 years.

#### 3.1 Roles and responsibilities of LSP

**3.1.1 Setting up and management of e-Mitra kiosks:** The LSP would be responsible for setting up e-Mitra Kiosks in a given Division, it has been selected for. It is important that the right e-Mitra Kiosks are selected through an appropriate selection process defined by RISL. The LSP can either open the kiosks on its own and/or through the individuals and cannot sublet its responsibilities to any other firm. The LSP will need to sign a legal agreement with the e-Mitra Kiosk as per Annexure 16 of the RFP clearly delineating his/ her respective roles, responsibilities, commercial terms, tie-ups, technical support to be provided by LSPs to e-Mitra Kiosk, service-level liabilities etc. The LSP will take an affidavit from the appointed kiosk in the form of undertaking as per Annexure-4 of the RFP. The LSP would be responsible for maintaining all the documents related to the e-Mitra kiosks and will also provide necessary technical support and training to e-Mitra kiosks.


**3.1.2 Selection of e-Mitra kiosks:** While selecting e-Mitra kiosks, LSP shall abide by the criteria set by State Government. The minimum criteria for the same are mentioned below wherein e-Mitra kiosk should not have any history of criminal/ fraud/ default/ other offences. The LSP will be a single point of contact with the RISL and District e Governance Society for all operational purposes. The LSP shall appoint a State Coordinator at the State level for coordination with DoIT&C/RISL and Divisional Coordinator for each of the Division where it operates in, who would be the contact point for Division Level Office of Additional Director, DoIT&C and all District e-Governance Society in that Division.

LSP to ensure that e-Mitra kiosk (Owner, Admin and Operator) must not be in any Government service. In case it is found, any non-compliance to the selection criteria, RISL reserves all rights to deregister the e-Mitra kiosk at any point of time from the portal & suitable penalty will be imposed as decided by RISL on LSP. LSP will approve the application submitted by an individual on e-Mitra portal for becoming a kiosk at level 0 after due verification.

S. N.	Eligibility of Kiosk Owner	Mandatory Documents/details Required
1	<ul style="list-style-type: none"> <li>Education Eligibility: Minimum 10th Class or equivalent.</li> <li>Age Eligibility: Minimum 18 years.</li> <li>Address Eligibility: Should be a permanent resident of Rajasthan state.</li> <li>Character Eligibility: Should possess good moral character.</li> </ul>	<ul style="list-style-type: none"> <li>Digital Police Verification Certificate</li> <li>Jan Aadhaar card</li> <li>Applicant Photo</li> <li>Affidavit (Annexure-4)</li> <li>Educational Qualification Document (Minimum 10th pass)</li> <li>Application Form</li> <li>PAN Card</li> <li>Bank Passbook Copy</li> </ul>

S. N.	Eligibility of Kiosk Owner	Mandatory Documents/details Required
		<ul style="list-style-type: none"> <li>Document proof of DOB (age should be at least 18 years)</li> <li>No objection confirmation from Landlord on e-Mitra kiosk operating at his premises – Annexure 15</li> <li>SSO ID</li> <li>Mobile Number</li> </ul>

S. N.	Eligibility of Kiosk Operator	Mandatory Documents/details Required
1	<ul style="list-style-type: none"> <li>Education Eligibility: Minimum 10th Class or equivalent.</li> <li>Age Eligibility: Minimum 18 years.</li> <li>Character Eligibility: Should possess good moral character.</li> </ul>	<ul style="list-style-type: none"> <li>Digital Police Verification Certificate</li> <li>Jan Aadhaar Card</li> <li>Applicant Photo</li> <li>Educational Qualification Document (Minimum 10th pass)</li> <li>Document proof of DOB (applicant should be of at least 18 years)</li> <li>SSO ID</li> <li>Mobile Number</li> </ul>

S. N.	Eligibility of LSP for becoming Kiosk Owner	Mandatory Documents/details Required
1	<ul style="list-style-type: none"> <li>Education Eligibility of person authorized as kiosk operator: Minimum 10th Class or equivalent.</li> <li>Age Eligibility of authorized person: Minimum 18 years.</li> <li>Firm/LSP Should not be blacklisted by any PSU/ State Government / Central Government/ Government Department etc.</li> </ul>	<ul style="list-style-type: none"> <li>Digital Police Verification Certificate of authorized person</li> <li>Jan Aadhaar Card of authorized person</li> <li>Photo of authorized person</li> <li>Educational Qualification Document (Minimum 10th pass) of authorized person</li> <li>Document proof of DOB (applicant should be of at least 18 years) of authorized person</li> <li>SSO ID of authorized person</li> <li>Mobile Number</li> <li>No objection confirmation from Landlord on e-Mitra kiosk operating at his premises – Annexure 15</li> <li>Firm's authorization letter to appoint/designate its employee as manager/owner of kiosk</li> <li>PAN/TAN Card/GST of firm</li> <li>Proof of firm's bank (in core banking) account details</li> </ul>
 SSO ID of kiosk owner would be same for all kiosks of the LSP and name of all kiosks would be same as the name of LSP.		

**3.1.3 Training of e-Mitra kiosks:** It shall be the primary responsibility of the selected Local Service Provider (LSP) to ensure comprehensive training of e-Mitra kiosk operators across all relevant domains of e-Mitra service delivery. This includes, but is not limited to, the following areas:

- ✚ Operational Training: Delivery of services via the e-Mitra portal, enhancement of IT proficiency, and development of entrepreneurship capabilities.
- ✚ Customer Service Orientation: Training in public interaction, customer engagement, and service etiquette. Kiosk operators must be trained to exhibit courteous behaviour, with particular sensitivity towards senior citizens, women, persons with disabilities, and other vulnerable groups.

The LSP shall conduct a minimum of one online training session per month at the divisional level. These sessions shall cover both newly introduced and existing services. The LSP shall also be responsible for organizing regular skill enhancement programs to ensure continuous professional development of kiosk operators.

For scheduling training sessions (either face-to-face or via video conferencing), the LSP shall submit an online application through the training module provided by DoIT&C/RISL. The application must be submitted at least seven (7) calendar days prior to the proposed training date. Post-training, the LSP shall upload attendance records and photographic evidence on the designated portal within two (2) working days of training completion.

Furthermore, the LSP shall be accountable for the development and dissemination of training manuals, awareness materials, and motivational content aimed at sensitizing and empowering e-Mitra kiosk operators.

**3.1.4 Participation in Meetings:** LSP representatives are mandatorily required to attend all meetings convened by:

- Department of Information Technology & Communication (DoIT&C)
- RajCOMP Info Services Limited (RISL)
- District e-Governance Societies (DeGS)
- Division Level Offices of the Additional Director, DoIT&C
- District Level Officer (DLO), DoIT&C
- ✚ These meetings will be conducted online by default, unless an in-person meeting is deemed necessary by the convening authority.
- ✚ LSPs will be notified of meetings at least three (3) days in advance through one or more of the following channels: Official letter, Email, Phone call.
- ✚ The Division Level Offices of the Additional Director, DoIT&C, will conduct monthly review meetings with respective LSPs at the divisional level. District Level Offices within each division will participate in these review meetings via video conferencing. Objectives of the monthly review meetings include:
  - Performance evaluation of LSPs
  - Monitoring compliance regarding kiosks that were closed during the month to prevent misuse of the e-Mitra brand
  - Sharing of best practices among LSPs
  - Planning and outlining the roadmap for upcoming months

**3.1.5 Deployment of Manpower by LSP:** To ensure effective implementation and smooth functioning of the project, the Local Service Provider (LSP) is required to deploy manpower

at both the State and Division levels. The following manpower structure is indicative; however, the LSP must ensure adequate staffing to meet project requirements as and when directed by RISL.

**Mandatory Manpower Positions:**

- State Coordinator:
  - Minimum one (1) resource.
  - State Coordinator not required if LSP has only 1 division.
- Division Coordinators:
  - Minimum one (1) resource per allotted division.
  - Must be stationed in the respective Division.

The State Coordinator and Divisional Coordinators cannot operate as e-Mitra kiosk operators.

LSP shall ensure to regularly update its manpower details on monthly basis at e-Mitra portal.

**3.1.6 Centralised Helpdesk:** The LSP shall ensure adequate back-end support to the e-Mitra kiosks. A centralized help desk would be set up by LSP to provide assistance to their e-Mitra kiosks and information on these help centres needs to be published on e-Mitra portal and communicated to RISL, DeGS, Division Level Offices of the Additional Director, DoIT&C and District Level Officer (DLO), DoIT&C. The LSP shall also appoint at least one (1) dedicated help desk engineer to promptly address queries from e-Mitra Kiosks (Owner, Admin and Operator). Additionally, for every 3,000 kiosks, one (1) more dedicated help desk engineer must be deployed to maintain effective support.

**3.1.7 Service Management:** The LSP shall maintain the security and integrity of the data, business processes and transactions at all times and protect all the assets of the project, intellectual and physical. The LSP shall ensure that the Kiosk shall procure all kinds of articles, digital signatures, licenses etc. that may be required as part of service process notified by the Government from time to time. RISL/DeGS will monitor delivery of Government Services to be delivered by LSPs on regular basis. Many B2C (Business to Citizen) services are also available on e-Mitra. LSPs are expected to focus on increasing transactions of these services through the e-Mitra portal.

Furthermore, B2C services offered by LSPs (and its affiliated entities) that duplicate existing G2C services on e-Mitra will not be on-boarded onto the e-Mitra platform. Any such LSP's B2C services currently in operation on e-Mitra portal will also be discontinued.

**3.1.8 Monitoring and Supporting e-Mitra kiosks:** The LSP shall monitor the e-Mitra kiosks at all times. LSP will provide adequate support for smooth functioning of e-Mitra kiosks. The performance of LSP will be judged on the basis of the cumulative performance of all e-Mitra kiosks associated with it. It is the responsibility of the LSP to ensure cross-pollination of best practices across the various e-Mitra kiosks under its areas of operation to ensure the success of the e-Mitra project. The RISL should make provision to enable LSP to monitor various aspects of operations and management of e-Mitra kiosks by devising appropriate Management Information System(s) (MIS) / Reporting Platform.

**3.1.9 Ensure Connectivity for e-Mitra kiosks:** All e-Mitra kiosks will have to have Internet enabled connectivity with sufficient bandwidth to deliver Government Services to citizens (Broad Band Connection wherever feasible).

**3.1.10 Number of kiosks:** The LSP shall submit their kiosk roll out plan for 1 Year (Annexure-12) within 15 days from signing of agreement with RISL. The LSP would need to ensure to open targeted number of kiosks in each district of assigned Division(s). This will not restrict the right of the government to open similar kiosks for providing e-gov services. In other words, the related LSP will not have exclusive right to set up kiosks in the division/district.

**3.1.11 Location of Kiosks:** The LSP will have to setup the Kiosks in urban and rural areas of all the districts within assigned division. The LSP would need to establish & operationalize total kiosks given in roll out plan within 1 Year of signing of agreement and maintain rollout throughout contract period. LSP shall roll-out at least 10 functional and transactive kiosks in each district of assigned division out of which at least 5 kiosks must be in rural. Non-functional kiosks will not be considered

**3.1.12 Setting up of kiosks in Government Premises:** Government departments and organizations may also provide adequate space in their office premises, as per availability & need. Allocation of such government location to any LSP will be solely at the discretion of RISL.

e-Mitra kiosks operating within government premises must adhere to all guidelines and rules prescribed by the respective government departments, including those related to operating hours, formal dress code, and other applicable protocols. In the event of any complaints against an LSP or a kiosk operating within government premises, RISL reserves the right to revoke the allocation of that specific location from the LSP or instruct the LSP to replace the concerned kiosk operator.

**3.1.13 Physical Layout of Kiosks:** The kiosk should be housed in a comfortable room of at least 10\*10 feet with adequate working space and sitting arrangement of at least 4 persons

**3.1.14 Branding of Kiosks:** Kiosk should have a display co-branded banner of size 3x5 sq. ft. on display. Kiosk should have an e-Mitra rate list banner of size 3x5 sq. ft. on display. For new kiosks, photos of kiosk centre with rate List and co-branded banner should be uploaded on e-Mitra portal and verified by LSP within 30 days of date of approval/registration of respective kiosk, else kiosk will be automatically deactivated.

Kiosk activation process will be initiated after geotagging of kiosk (with photo of co-branded banner and rate list) by respective LSP on e-Mitra/departmental portal. DeGS can approve/reject the geo-tagged photo within 10 working days from the date of upload. Kiosk will be activated only after approval by DeGS. However, if no action is taken by DeGS within the stipulated 10 working days, the kiosk shall be automatically activated.

Moreover, the LSP shall comply with any branding/ logo/ colour scheme as prescribed by DoIT&C/RISL. In case of withdrawal/termination of kiosk, LSP will ensure that the kiosk visibly displays the information regarding discontinuation of the services at the kiosk location for a period of one month.



- 3.1.15 Timings of Operation:** The Kiosks shall function every day between 8:00AM to 6:00PM or as directed by DeGS/RISL (DeGS/RISL is free to decide the time schedule for operations on LSP/ Kiosks for G2C Services), except on Bank Holidays or national/state holidays (optionally). The Shops and Commercial Establishment Act as applicable in the State will be adhered to, if relevant.
- 3.1.16 Online Fund Transfer:** e-Mitra application is integrated with wide range of digital payment options that are to be used by LSP / kiosk for advance payment to RISL to avail prepaid limit.
- 3.1.17 Creating awareness:** The service providers will sensitize the citizens about e-Mitra project and will promote the same in the rural areas through the state/division/district-level and local promotion campaigns. To provide impetus to the Service, the Government/Departments will do project advertisement through own channels. However, the service providers may do advertisements at their own cost but with due approval of content, channel and methodology from the DoIT&C/RISL.
- 3.1.18 TDS certificate to all the kiosk owners:** The commission charges shall be paid to the kiosk owner in his e-Wallet by RISL (on behalf of LSP) after deducting/ adjusting TDS & other statutory taxes as per law and the same will be passed to the service provider's e-Wallet along with the LSP's share of commission charges. Therefore, the LSP shall provide the TDS certificate to all the kiosk owners as per the Income Tax rules.
- 3.1.19 Invoicing:** The LSP shall raise centralized invoices (department/ service wise) to RISL on monthly basis, latest by 15th day of the subsequent month. On receipt of the invoice, RISL will transfer the commission online from their e-wallet to their bank account. LSP can view the indicative commission earned through its dashboard.
- 3.1.20 GST Deposit:** The LSP shall submit quarterly GST compliance undertakings to RISL in the prescribed format, along with a self-certified copy of the challan/receipt, no later than the 15th day of the subsequent month. If the LSP fails to submit the GST undertaking for two(2) consecutive quarters and RISL does not receive the input tax credit for those quarters by the end of the third quarter, the commission of the defaulting LSP will be put on hold until the respective GST is deposited by the LSP.
- 3.1.21 Performance Security:** The service providers shall be solely responsible & liable for any kind of irregularity/ manipulation (including fraud, overcharging, financial irregularities, document tampering, SLA Violation etc.) on its part or through any of their kiosks, manually or through e-Mitra portal. The LSP shall have to execute an agreement with RISL within 30 days of issuance of LOI (Letter of Intent) and deposit the performance security amount of as mentioned below:

Division	PSD Amount (In ₹)
Ajmer	15 Lakhs
Bharatpur	10 Lakhs
Bikaner	10 Lakhs
Jaipur	20 Lakhs
Jodhpur	20 Lakhs

Kota	10 Lakhs
Udaipur	15 Lakhs

**3.1.22 FIR Policy:** In case of any financial irregularity by the kiosk, LSP will permanently close the respective kiosk on e-Mitra portal. Subsequently, LSP will lodge the FIR against the defaulter kiosk within 15 days under intimation to the respective DeGS and RISL.

### 3.1.23 Migration of existing kiosks from one LSP to another:

#### A. Eligibility of LSP for Incoming Migration:

##### **Case 1: Firm operating as LSP under e-Mitra project in Rajasthan doesn't participate or disagree to work on L1 rates in particular division under this RFP**

For e-Mitra kiosks of such Firm in that division, all new LSPs selected on L1 rates in that division will be eligible for incoming migration. Existing LSPs already operating in specific districts of that division as of 31-05-2025 will not be eligible to receive incoming migration of kiosks within those districts. A special migration window will be opened for one month from the date on on-boarding of all new LSPs in that division, all existing kiosks of outgoing LSP needs to complete the migration within one-month time frame, post which these kiosks will be auto closed.

In the event of no participation or no bid is successful for a particular division, RISL shall assume the notional role of LSP. All existing e-Mitra kiosks in that division shall be brought under the management of RISL and operated as independent entrepreneurs' outlets. Accordingly, the LSP commission share shall be allocated to RISL, while the entrepreneurs shall continue to receive the designated e-Mitra kiosk commission.

##### **Case 2: Migration Process for Kiosks in Case of LSP Exit/Termination**

For the LSPs selected through this RFP process, if an LSP exits or is terminated from the project/division, all its kiosks shall be permitted to apply for migration. A dedicated migration window of one month shall be opened from either the date the LSP submits its exit request or the date of termination. During this period, all kiosks under the existing LSP must complete the migration process. Kiosk can migrate to any other LSP in that division. Any kiosks that do not complete the migration within this one-month window will be automatically closed.

B. Liability of Migrated Kiosk: All earlier liabilities of migrated kiosk will be responsibility of new LSP in which kiosk is migrating.

C. Timeline for LSP to accept or reject migration request of kiosk:

- ✚ LSP will be allowed to accept or reject migration application of kiosk till T+10 days where T is the start date of Migration Period.
- ✚ Kiosks for which migration application has been approved by 2nd LSP will be migrated.
- ✚ Migration applications not approved by LSP within given time will stand rejected. In such cases, kiosk may apply for migration in another LSP (if available).

If the LSP exiting or being terminated is the sole LSP in that division, RISL shall assume the notional role of LSP. All existing e-Mitra kiosks in that division shall be brought under the management of RISL and operated as independent entrepreneurs' outlets. Accordingly, the LSP commission share shall be allocated to RISL, while the entrepreneurs shall continue to receive the designated e-Mitra kiosk commission.

**3.1.24 Additional Division Allocation:** LSP may apply for additional division along with the performance security and roll-out plan as per Annexure-12. LSP will only be allocated additional divisions if the LSP meets following conditions:

- a) LSP can apply for one additional division at a time.
- b) LSP shall meet its rollout target in last 6 months
- c) LSP's commission share of one month of any district of assigned divisions of last 6 months have not been forfeited because of non-compliance of SLA
- d) Number of transactive kiosks in all existing districts should be at least 150 for last three months.
- e) Division withdrawn by LSP will not be granted to it again

Every year, applications by existing LSPs for additional division allocation will be received in June and will be processed annually.

### **3.1.25 Exit Management of LSP from Project / Division**

- a) The Service Provider shall be contractually obligated to a minimum lock-in period of one (1) year from the effective date of the Agreement. During this period, the Service Provider shall not terminate, withdraw from, or otherwise disengage from the project or any assigned division.
- b) Permission to exit from the project after lock-in period: Any service provider with a prior notice of three (3) months may submit request for exit from the project / division. For LSPs operating kiosks in government premises (departmental outlets – DISCOM, PHED, Archaeology etc.), No Objection Certificates (NOCs) are required from respective Department.
- c) Release of security amount: The LSP shall clear all dues and obtain No Objection Certificates (NOCs) from DoIT&C/RISL. The security amount shall not be refunded till the NOC is submitted to the office of Project OIC. RISL will examine the status, and upon satisfactory confirmation that no government dues are pending against the service provider, will process accordingly.

**3.1.26 LSP Offices:** It is mandatory for the LSP to have at least one office anywhere in the State. In case LSP does not have its Office, LSP shall ensure to establish its Office within 3 calendar months from the date of work order. LSP shall submit the rent agreement / lease agreement to RISL.

**3.1.27 Inspection of kiosk:** LSP will utilize the decoy check functionality developed by RISL in the e-Mitra mobile app. The LSP is required to inspect any of its kiosks that were closed during a given month in the following month, in order to prevent potential misuse of the e-Mitra brand. Additionally, the LSP must conduct physical inspections of all its active kiosks at least once every two years.

**3.1.28 Deactivation of Kiosk:** LSPs can temporarily deactivate a kiosk on the e-Mitra portal for reasons such as non-attendance of training sessions or non-compliance with

LSP/Departmental guidelines. The temporary deactivation period shall be limited to a maximum of 7 days, after which the kiosk will be automatically reactivated

The performance of service providers will be evaluated annually by RISL in April, based on the Service Level Agreements (SLAs) outlined in this RFP. LSP's contract is subject to termination at any point should the performance of the respective LSP be deemed unsatisfactory by the DoIT&C/RISL.

LSPs are strictly prohibited from selling, transferring, or otherwise alienating their e-Mitra business to any third party. The third party also includes entities such as companies, proprietorships, or firms/persons in which the current LSPs hold roles as Directors, Owners, Employers, Employees, Members, or have any other form of association.

## 3.2 Roles and responsibilities of e-Mitra kiosks

The roles and responsibilities of the e-Mitra Kiosk would include the following:

**3.2.1 Application for becoming e-Mitra kiosks:** Applicant (Prospective kiosk) shall submit e-Mitra Kiosk Registration application online along with application fees and all requisite documents including eligibility proofs, police character certificate, bank credential of the kiosk owner, etc. RISL will charge an non-refundable application fee of ₹1,500 (inclusive of GST) from applicants seeking to set up new e-Mitra kiosks. From this amount, ₹500 (inclusive of GST) would be transferred to the LSP for processing the application. LSP shall not charge any fees from the applicant applying for kiosk. Individual person shall not own more than one kiosk.

Then LSP/Kiosks will capture Geo-Tagged photo of kiosk with Mobile App (provided by DoIT&C/RISL).

Photo of e-Mitra kiosk centre with rate List and co-branded banner should be uploaded by respective kiosk on e-Mitra portal and verified by LSP within 30 days of date of approval of respective kiosk. Most of the above parameters / documents will be verified directly through online / digitized data sets already integrated with e-Mitra application. Uploading of supporting documents will be restricted only to cases where respective data sets are not available / integrated with e-Mitra. Submitted application is verified and approved by LSP (level 0). After application approval by LSP; Programmer, Panchayat Samiti or Municipality Town (Level 1) may approve or reject the application. DeGS shall examine & approve the application online after due verification.

Application for becoming e-Mitra kiosks (Approval Levels)	
<b>Level 0</b>	Respective LSP
<b>Level 1</b>	Programmer, Panchayat Samiti or Municipality Town
<b>Level 2</b>	Secretary DeGS
The application will be disposed (approved / rejected) by RISL if it remained at Level 1 or Level 2 combine for at least 10 days.	

After approval by Programmer (Panchayat Samiti or Municipality Town), then Secretary DeGS (Level 2) will final approve the application or reject the application.

DoIT&C official may also physically inspect the new kiosk.

Upon the approval of the new kiosk, it is required that the kiosk initiates an online transfer to top up their e-Mitra kiosk wallet with a minimum amount of ₹5000/- to receive a corresponding credit limit and become eligible for transactions.

**3.2.2 Suggested IT Hardware Specification at Kiosk level :** The following gives the suggested minimum IT specifications to be followed at the kiosk level.

Asset Type	Specifications
Computer Terminals	Latest generation Desktop / Laptop
Printer	LaserJet (B&W / Colour) / MFP
Scanner	Flatbed / MFP
Web Cam	Integrated / External
Mic	Mic for SoftVC
Speaker	Speaker for SoftVC
Online UPS	1-2 Hrs backup
Fingerprint Scanner	UIDAI RD Compliant Device
IT Software	Office Utility Software Legal version of Operating System IS Security (Antivirus)
Internet connectivity	Adequate connectivity (Broadband or data card)

**3.2.3 Mapping of role with kiosk:**

- Kiosk owner, kiosk admin or kiosk operator can be the same person.
- Kiosk admin and kiosk operator can be released later, but, kiosk owner cannot be changed throughout the life of the kiosk.
- Because of reasons such as selection in government job, medical health, willful closure etc., kiosk operator / admin SSO ID will be released only after receiving the written request from kiosk that is forwarded online with recommendation by LSP. RISL will release the operator / admin, once a month between 3rd day to 8th day of every month.

**3.2.4 Kiosk Wallets:**

**A. Prepaid e-Wallet:** Fees/charges required for availing any service may be transferred from prepaid wallet. Prepaid Wallet can be recharged by kiosk online.

**B. Security Wallet:** A security wallet provision is available with following features:

- Security wallet is separate from kiosk e-wallet and kiosk is not authorized to use the amount kept in it.
- Security wallet is top-up with 10% amount of kiosk commission before GST of each month.
- Maximum limit of security wallet is ₹ 50,000/-. If security wallet has maximum amount, then full monthly commission will be released to kiosk.
- The amount kept in Security wallet will be transferred to kiosk e-Wallet/ Bank account at the end of each financial year subject to verification of kiosk outstanding amount/ liability (If any).

- 3.2.5 Effective Service Delivery:** The e-Mitra kiosk serves as a service delivery point providing services that benefit the population within the surrounding area. The e-Mitra kiosks must be polite in public dealing. They are expected to be courteous while dealings with citizens and give special consideration to old, infirm, women and differently abled person. The kiosk operator shall mandatorily provide the system generated e-Mitra payment receipt i.e. payment receipt generated by e-Mitra portal against each transaction to the end customer.
- 3.2.6 Marketing and Promotion:** The e-Mitra kiosk should be actively involved in marketing process of the given products and services and devise innovative methods for attracting more and more customers to the centres.
- 3.2.7 Feedback:** The e-Mitra kiosk should provide feedback at a regular interval to the LSP/RISL on enhancing services and also to improve processes for better delivery. RISL will institutionalize the feedback system on e-Mitra portal.
- 3.2.8 Entrepreneur leveraging ICT for digital transformation:** The e-Mitra kiosk is an entity that has to bring about a change in his environment by using ICT as a tool. e-Mitra kiosk is an entrepreneur who will run his / her business by using the network. The e-Mitra kiosk will endeavour, without any prejudice, to provide all services to the citizens and maintain cordial relationship with Government.
- 3.2.9 Mandatory Delivery of G2C Services:** The e-Mitra kiosks will have to unconditionally provide all the services available on e-Mitra portal to the citizens from time to time in manner as prescribed by RISL. The e-Mitra kiosk would charge fees for the G2C services as prescribed by the State Government.
- 3.2.10 Kiosk duty in camps:** Government has been delivering several citizen centric services through camps with the objective of providing these services at the doorstep of the common man at one go. DeGS is responsible for smooth running & service delivery in these camps. With e-Mitra kiosk acting as front-end delivery outlets for many G2C services, these kiosks can be helpful to district administration for service delivery in these camps.
- e-Mitra kiosks may be utilized in camps for hassle-free service delivery of G2C services available on e-Mitra platform to common man wherein DeGS may compensate these kiosks @ ₹ 500/- per kiosk per day as camp allowances as per circular/guidelines issued by government time to time. At least 3 days prior to the scheduled camp date, district administration shall inform these kiosks on their expected role in these camps. DoIT&C District office in particular district will ensure that respective kiosks shall be paid camp charges timely.
- 3.2.11 Identity Card:** The e-Mitra kiosks are required to maintain professional appearance and service environment. The kiosk owner and operators need to wear their ID cards while serving citizens at their respective kiosks.

**3.2.12 Suspension of Kiosk:**

- (1) For overcharging/ financial irregularities / document tampering:** For the complaints related to overcharging/ financial irregularities / document tampering or manipulation, SDM / SDO will take the necessary action in accordance with the Order F5(915)/DoIT/Tech/15/05724/2022 dated 31-08-2022 (Annexure-13). For any reason other than overcharging/ financial irregularities / document tampering or manipulation, District Collector will submit its recommendation to DoIT&C / RISL for necessary action on kiosk. DoIT&C / RISL are the sole authority to suspend / close the kiosk in such cases.



**In the event of a chargeback arising from a transaction conducted by a kiosk to obtain a prepaid limit**, the kiosk shall be temporarily deactivated, and an explanation will be sought from the concerned LSP/e-Mitra kiosk. If the response provided is deemed unsatisfactory or not genuine, any resulting financial liability shall be recovered from the LSP/kiosk, and the kiosk shall be permanently deactivated.

In case of any default by the operator of e-Mitra kiosk, e-Mitra kiosk will be closed permanently and kiosk owner's and operator's Jan Aadhaar ID will be blacklisted.

**(2) For Low transactions:** Kiosks will be suspended if it is doing too little transactions as per SLA.

**(3) For Not Displaying Rate List:** New Kiosk will be suspended if does not display rate list in given time as per SLA .

**3.2.13 Withdrawal of kiosks:** If the e-Mitra kiosk owner is willing to discontinue the project, he may submit the application for withdrawal of his kiosk. The LSP/DeGS shall further recommend to RISL for withdrawal of the said kiosk along due clearance with respect to the kiosk operations and completion of all exit formalities. DoIT&C/RISL, after verification, may close the kiosk online. Information of such kiosks shall be published on e-Mitra portal and related websites and the LSP will ensure that the kiosk visibly displays the information regarding discontinuation of the services at the kiosk location for a period of one month.

**3.2.14 Termination of kiosks:** The LSP shall recommend to DeGS for termination of a kiosk on the basis of non-performance or any irregularity by the e-Mitra kiosk and shall specify the grounds for termination of the kiosk. DeGS, after verification, may terminate the kiosk online and inform RISL accordingly. Information of such kiosks shall be published on the e-Mitra portal and the LSP will ensure that the information regarding termination of the kiosk is visibly displayed at the kiosk location for a period of one month starting from the date of termination.

**Note:** Any e-Mitra kiosk (owner, admin or operator) found indulging in any irregularity/ fraud or if any complaint/ FIR has been registered against the kiosk during its association under e-Mitra project, the e-Mitra kiosk shall be immediately terminated. Additionally, the associated Jan Aadhaar ID will be blacklisted to prevent the individual from operating any kiosk in the future. If kiosk is closed than kiosk outstanding/dues amount will be recovered from LSP.

## 4. ROLES & RESPONSIBILITIES OF DOIT&C, RISL and DEGS

### 4.1 Responsibilities DoIT&C

- ✚ Provide policy and regulatory support: DoIT&C would facilitate any policy of regulatory support that the service providers or any other stakeholder may need to successfully implement the Scheme in the State
- ✚ Service Basket Enhancement: DoIT&C would make all necessary efforts to continuously enhance the service basket.
- ✚ DoIT&C, GoR will have overriding rights on all the roles and responsibilities of RISL & DeGS.

### 4.2 Responsibilities of RISL

- ✚ RISL would act as a nodal agency and overall co-coordinator on behalf of State Government for successful implementation of the e-Mitra scheme.
- ✚ Facilitate awareness campaigns: RISL would undertake the necessary steps to promote and publicize the e-Mitra amongst all stakeholders, customers, content /service providers, etc.
- ✚ Facilitate training and capacity building: RISL in association with DoIT&C/DeGS/Line Departments/ service providers would undertake appropriate training and capacity building programs to gear up the State Departments to facilitate e-Government services through e-Mitra kiosks.
- ✚ RISL shall be responsible for online transfer of funds between all stakeholders, maintaining the credit limit for the service providers and ensuring complete reconciliation of accounts.
- ✚ The allocation of any government location to an LSP, based on the request of the respective government department, will be entirely at the discretion of RISL.
- ✚ RISL reserves the right to amend the service level agreements//guidelines of the scheme for better roll out of the services.

### 4.3 Responsibilities of Division Level Offices of the Additional Director, DoIT&C

- ✚ The Division Level Offices of the Additional Director, DoIT&C, will conduct monthly review meetings with the relevant LSPs in each division. District Level Offices within these divisions will participate via video conferencing. These meetings aim to evaluate the performance of LSPs, ensure compliance regarding kiosks closed during the month to prevent misuse of the e-Mitra brand, share best practices among LSPs, and outline the roadmap for the upcoming months.
- ✚ Facilitation in Expanding the e-Mitra Service Portfolio: For government departments and organizations such as State Universities headquartered at the divisional level, the respective Division Level Office of the Additional Director, DoIT&C will coordinate with these government entities to onboard their citizen-centric services onto the e-Mitra platform.

### 4.4 Responsibilities of District e-Governance Societies

- ✚ The District e-Governance Society constituted by the Government under the chairmanship of District Collector in each district is responsible, on behalf of Government, to coordinate and monitor the implementation and operation of the e-Mitra Scheme in the respective districts.
- ✚ The District e-Governance Society shall regularly inspect all the kiosks in the district for proper functioning and ensure that all the available services are being delivered through the kiosks without any hindrance.

- ✚ The District e-Governance Society shall facilitate training programs for the kiosks in coordination with the LSPs and try as far as possible to provide premises at Collectorate/ Panchayat level for trainings by the service providers.
- ✚ DeGS shall be responsible for recommendation and approval of new kiosks and withdrawal of old kiosks.
- ✚ The District e-Governance Society will be responsible for providing details to RISL within SLA deadlines for imposition of penalty on the kiosks.

#### 4.5 Responsibilities of District Level Officers (DLOs)

- ✚ Facilitation in Expanding the e-Mitra Service Portfolio: For government departments and organizations such as State Universities headquartered at the district level, the respective DLO will coordinate with these government entities to on-board their citizen-centric services onto the e-Mitra platform.
- ✚ Monitoring and Supervision
  - Oversee day-to-day operations of e-Mitra kiosks within the district.
  - Monitor performance of Local Service Providers (LSPs) and kiosk operators and ensure compliance with guidelines issued by DoIT&C and RISL.
- ✚ Grievance Redressal
  - Act as the first point of contact for addressing citizen and kiosk-related grievances.
  - Ensure timely resolution of complaints and escalate critical issues to RISL.
- ✚ Coordination and Communication
  - Liaise between RISL, district administration, LSPs, and kiosk operators.
  - Facilitate effective communication of new services, changes in processes, and policy updates.
- ✚ Service Implementation Support
  - Facilitate training programs for the kiosks in coordination with the LSPs
- ✚ Kiosk activations
  - DLO shall be responsible for the approval or rejection of geo-tagged photographs (co-branded banner and rate list) of e-Mitra kiosk for its activation. A dedicated interface will be provided within the e-Mitra portal to enable the DLOs to review the photographs uploaded by the LSP and take appropriate action—approval or rejection—within 10 working days from the date of upload. Kiosk activation will occur only after approval by DLOs. However, if no action is taken by DLOs within the stipulated 10 working days, the kiosk shall be automatically activated
- ✚ Kiosk Inspections
  - DLO shall regularly inspect all the kiosks in the district for proper functioning and ensure that all the available services are being delivered through the kiosks without any hindrance. Additionally, DLO shall carry out monthly inspections of closed kiosks to prevent any potential misuse of the e-Mitra brand.
- ✚ Support in Enforcement Actions
  - Assist in taking disciplinary action against defaulting kiosks or LSPs as per policy.
  - Support RISL in enforcement of penalties, suspensions, or terminations, if required.
- ✚ DLO shall be responsible for recommendation and approval of new kiosks and withdrawal of old kiosks.
- ✚ Citizen Inconvenience Due to Kiosk Closure: If a kiosk in a citizen's vicinity is closed, the data of the closed kiosk shall be transferred to another LSP operating in the same area.

## 5. REVENUE MODEL / COMMISSION CHARGES

The Per transaction commission charges to be shared between Kiosk, Local Service Provider (LSP) and RISL is as mentioned below:

Revenue Sharing Structure for Kiosk, LSP and RISL *						
S. No.	Division	Kiosk Share		RISL Share		LSP Share**
		Kiosks operating at Govt. Premises (except 'Atal Sewa Kendra')	Kiosks operating at 'Atal Sewa Kendra' and locations other than Govt. Premises	Kiosks operating at Govt. Premises (except 'Atal Sewa Kendra')	Kiosks operating at 'Atal Sewa Kendra' and locations other than Govt. Premises	
1	Ajmer	65%	75%	18%	8%	L1 rates for Ajmer division
2	Bharatpur	65%	75%	18%	8%	L1 rates for Bharatpur division
3	Bikaner	65%	75%	18%	8%	L1 rates for Bikaner division
4	Jaipur	65%	75%	20%	10%	L1 rates for Jaipur division
5	Jodhpur	65%	75%	18%	8%	L1 rates for Jodhpur division
6	Kota	65%	75%	18%	8%	L1 rates for Kota division
7	Udaipur	65%	75%	18%	8%	L1 rates for Udaipur division
<p>*Above rates are inclusive of all taxes &amp; levies</p> <p>**To be proposed division-wise by prospective bidders under this RFP. A minimum bid cap of 10% has been set to reflect prevailing market rates and avoid impractical quotes that could cause operational difficulties. The maximum bid cap is set at 17% for all divisions, except Jaipur, where it is limited to 15%.</p> <p><b>Note:</b> Post discovery of L1 rates the balance percentage out of 100% (i.e. [100% - (Kiosk Share + RISL Share + L1 LSP Share)]) will be added to RISL share and RISL will use this for the betterment of the project.</p>						

## 6. PAYMENT TERMS AND SCHEDULE

### 6.1 Transfer of commission charges to LSP

- + Payments shall be made to the service providers by RISL on monthly basis as per commission structure fixed under this RFP.
- + Any penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones/ period or security deposit.
- + Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.
- + In case of default by the LSP in making any payment due to be paid by it to RISL, the LSP agrees and authorizes RISL to deduct the amount payable to RISL from any payments that may be payable to the LSP by RISL or from the security deposited with RISL/DeGS. In such cases, RISL will first raise a demand note on the LSP to settle such claims within 15 days, failing which, amount will be settled as mentioned above.

### 6.2 Transfer of commission charges to e-Mitra kiosks

- + RISL, on behalf of LSP, based on the revenue sharing pattern, shall transfer the kiosk owner's share of commission charges, online through e-Mitra portal in real-time basis, directly in their e-wallets maintained on e-Mitra which will be released for the use in the subsequent month before 3rd day of that month.
- + Any penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from wallet of the kiosk.
- + The commission charges shall be paid to the kiosk owner in his e-Wallet by RISL on behalf of LSP, after deducting/ adjusting TDS & other statutory taxes as per law and the same will be passed to the service provider's e-Wallet along with the service provider's share of commission charges. Therefore, the service providers shall provide the TDS certificate to all the kiosk owners as per the Income Tax rules.
- + The LSP shall raise centralized invoices (department/ service wise) to RISL on monthly basis. On receipt of the invoice, RISL will transfer the commission online from their e-wallet to their bank account. LSP can able to view the indicative commission earned through its dashboard.

## 7. INSTRUCTION TO BIDDERS (ITB)

### 7.1 Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall commence from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque, unless the procurement is reserved for specific category of bidders.

In case pre-qualification proceedings were held for a bidding process including registration or empanelment proceedings, the bidding documents shall be made available to only those bidders who have been prequalified or registered or empanelled, as the case may be.

### 7.2 Pre-bid Meeting/ Clarifications/ Modifications/ Changes

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference can also be scheduled by the procuring entity to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
  - i. Last date of submitting clarifications requests by the bidder: as per NIB
  - ii. Response to clarifications by procuring entity: as per NIB
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids and shall be published on the respective websites.
- e) At any time, prior to the deadline for submission of Bids, the procuring entity can for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- f) 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.
- g) 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.
- h) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or in such extended time. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.



### 7.3 Period of Validity of Bids

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

### 7.4 Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <https://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage-Two part/ cover system shall be followed for the Bid: -
  - a. Technical Bid, including fee details, eligibility & technical documents
  - b. Financial Bid
- d) The Technical Proposal shall not include any financial information. Technical Proposal containing any financial information shall be declared non-responsive. Technical bid shall include information related to all specification sought by the Procuring Entity. Bidders should submit only required documents in technical bid. Numbering of all the pages of technical bid is necessary. Check-list of all the important documents should also be enclosed in technical bid. The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF) As per Annexure -5 (PDF)
<b>Eligibility Documents</b>		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-2 (PDF)
5.	Self-Declaration	As per Annexure-3 (PDF)
6.	Certificate of conformity/ No deviation	As per Annexure-8 (PDF)
7.	Tender Form	As per Annexure-9 (PDF)
8.	Copy of valid Registration Certificates / Copy of Certificates of incorporation	(PDF)
9.	Project Capability Documents	As defined in eligibility criteria

10.	Financial 'Turnover' Certificate	Statutory Auditor/ CA Certificate with Registration Number / Seal (PDF)
11.	Financial 'Net Worth' Certificate	Statutory Auditor/ CA Certificate with Registration Number / Seal (PDF)
12.	Copy of GST Certificate	(PDF)
13.	Copy of PAN Card	(PDF)
14.	Sealed & Signed RFP Document (including all necessary corrigenda)	(PDF)
<b>Technical Documents</b>		
15.	Technical Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-11 (PDF)

- b) The Financial Proposal shall be prepared using the Standard Forms provided in the RFP. The Financial Proposal shall specify the financial quote all-inclusive including all the costs. Total Cost submitted by applicant should be inclusive of all applicable taxes. The applicant is responsible for meeting all tax liabilities arising out of this RFP. The applicant shall express its share in percentage only. Financial bid shall include the following documents: -

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

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

## 7.5 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.

## 7.6 Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

### **7.7 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.

### **7.8 Withdrawal, Substitution, and Modification of Bids**

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

### **7.9 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/consultants in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:-
  - a. bid is accompanied by bidding document fee, bid security , 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.

### 7.10 Selection Method

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

### 7.11 Earnest Money Deposit (EMD)

- (i) Service Provider participating in the selection process shall furnish an Earnest money as specified in the RFP.
- (ii) The EMD shall be in Indian Rupees and shall be in the form of Bank Guarantee payable at par at Jaipur. The instrument should be issued by a Bank having at least one branch at Jaipur. EMD must remain valid thirty days beyond the original or extended validity period of the bid.
- (iii) Earnest Money of unsuccessful Bidders (Service Providers) shall be refunded.
- (iv) The EMD shall be forfeited, including the interest, if any, in the following cases, namely:
  - when the bidder (Service Providers) does not execute the agreement, if any, after placement of LOI/ work order within the specified period;
  - when the bidder (Service Providers) fails to execute work as per LOI/ work order within the time specified;
  - when the bidder (Service Providers) does not deposit the performance security within specified period after the LOI/ work order is placed; and
  - if the bidder (Service Providers) breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- (v) No interest shall be payable on the EMD.
- (vi) In case of the successful bidder (Service Providers), the amount of EMD 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.

### 7.12 Exclusion of Bids/ Disqualification

- i. The procuring entity shall exclude/ disqualify a Bid, if: -
  - a) the information submitted, concerning the qualifications of the bidder (Service Providers), was false, inaccurate or constituted a misrepresentation; or
  - b) the bidder (Service Providers) is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - c) the bidder (Service Providers), 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;
  - d) a bidder (Service Providers), in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- ii. A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.

### 7.13 Acceptance of the successful Bids and award of contract

- i. The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, etc., shall accept or reject the 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.
- ii. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.

- iii. The procuring entity shall award the contract to the bidders whose proposal has been determined to be advantageous in accordance with the selection 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 eligibility criteria fixed for the bidders in this bidding document.

#### **7.14 Contract period**

The duration of contract period would be five (5) years. All work orders issued to LSP including work order for additional division will be valid till the period of this RFP. Contract can be terminated at any stage on account of unsatisfactory performance by respective service provider.

Based on the mutual consent / agreement between Parties, the contract period can further be extended for another two (2) years on same terms and conditions.

#### **7.15 Clarification of Bids**

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

#### **7.16 Evaluation & Tabulation of Technical Bids**

##### **a) Determination of Responsiveness**

- a. The bid evaluation committee shall determine the responsiveness of a bid on the basis of bidding documents.
- b. A responsive bid is one that meets the requirements of the bidding documents without material deviation, reservation, or omission where: -
  - (i) "deviation" is a departure from the requirements specified in the bidding documents;
  - (ii) "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and
  - (iii) "Omission" is the failure to submit part or all of the information or documentation required in the bidding documents.
- c. A material deviation, reservation, or omission is one that,
  - (i) if accepted, shall:- (i) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or (ii) limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
  - (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 documents, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.

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

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document 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.

### 7.17 Evaluation & Tabulation of Financial Bids

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

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) conditional Bids are liable to be rejected;
- d) 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;
- e) The offers shall be evaluated division-wise and marked L1, L2, and L3 etc. in each division. L1 being the lowest offer in that division
- f) For any of the divisions, bids quoting lower rates than minimum capping and higher rates than the maximum capping in that division, the entire bid will be rejected, and the EMD submitted for all divisions will be forfeited. Other eligible bidders will also be allowed to match the ‘least rate’ for applied division.
- g) If a bidder submits rates for any division for which the requisite EMD has not been provided, the entire bid will be rejected, and the EMD submitted for other divisions will be forfeited.
- h) Bidders who agree to meet ‘Least Rate’ prices in their applied division shall be eligible for becoming LSP under e-Mitra project for that particular division.
- i) 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;
- j) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- k) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

### **7.18 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.

### **7.19 Price/ purchase preference in evaluation**

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

### **7.20 Negotiations**

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

### **7.21 Exclusion of Bids/ Disqualification**

- a) A procuring entity shall exclude/ disqualify a Bid, if: -

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

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

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, 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 documents 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 documents for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, A Written intimation OR Letter of Intent / Acceptance (LOI / LOA) shall be sent to the concerned bidder by registered post or e-mail 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 , if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is despatched to the bidder.

- g) The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by e-mail to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or Letter of Intent shall constitute a binding contract.
- h) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

### 7.23 Information and publication of award

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

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

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

### 7.25 Performance Security

- a) Prior to the execution of the agreement, Performance security shall be solicited from all successful bidders.
- b) The LSP shall have to execute an agreement with RISL within 30 days of issuance of LOI and deposit the performance security amount as detailed below (in form of Bank Guarantee of a Scheduled Bank having its branch in Jaipur in favour of "Managing Director, RISL", payable at par at "Jaipur") within 15 days of signing of agreement

Division	PSD Amount (In ₹)
Ajmer	15 Lakhs
Bharatpur	10 Lakhs
Bikaner	10 Lakhs
Jaipur	20 Lakhs
Jodhpur	20 Lakhs
Kota	10 Lakhs
Udaipur	15 Lakhs

- c) Performance security furnished above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder.
- d) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - i. When any terms and condition of the contract is breached.
  - ii. if the bidder breaches any provision of a code of integrity, prescribed for bidders, specified in the bidding document.
- e) Notice will be given to the bidder with a reasonable time before PSD deposited is forfeited.
- f) No interest shall be payable on the PSD.
- g) The PSD shall be returned / refunded after one year of completion of the Contract period.

## **7.26 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 to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder.
- 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.

## **7.27 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: -
  - I. impede enforcement of any law;
  - II. affect the security or strategic interests of India;
  - III. affect the intellectual property rights or legitimate commercial interests of bidders;
  - IV. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

## **7.28 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 -
  - I. at any time prior to the acceptance of the successful Bid; or
  - II. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.



- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - I. 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;
  - II. 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.

## 7.29 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 include provisions for: -
  - a. Prohibiting
    - (i) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
    - (ii) Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - (iii) Not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
    - (iv) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
    - (v) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
    - (vi) Not obstruct any investigation or audit of a procurement process;
  - b. Disclose conflict of interest, if any; and
  - 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: -
  - I. exclusion of the bidder from the procurement process;
  - II. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - III. forfeiture or encashment of any other security or bond relating to the procurement;
  - IV. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - V. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - VI. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

## 7.30 Conflict of Interest

- a) A conflict of interest for bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- b) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-
- (i) They have controlling partners in common;
  - (ii) They receive or have received any direct or indirect subsidy from any of them;
  - (iii) They have the same legal representative for purposes of the bid;
  - (iv) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
  - (v) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
  - (vi) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

### 7.31 Interference with Procurement Process

A bidder, who: -

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

### 7.32 Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of <10> days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
- I. 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;
  - II. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.

- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) 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.
- e) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- f) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Secretary / Principal Secretary, IT&C, GoR  
Second Appellate Authority: Secretary, Finance ( Budget ) Department, Govt. of Rajasthan.
- g) Form of Appeal:
  - I. Every appeal under (a) and (c) above shall be as per Annexure-7 along with as many copies as there are respondents in the appeal.
  - II. 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.
  - III. 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.
- h) Fee for Appeal: Fee for filing appeal:
  - I. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - II. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- i) 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.
- j) 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.

### 7.33 Stay of procurement proceedings

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

### 7.34 Vexatious Appeals & Complaints

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

### 7.35 Offenses by Firms/ Companies

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:  
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
  - I. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and
  - II. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

### 7.36 Debarment from Bidding

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

### **7.37 Verification of Eligibility Documents by RISL**

- a) RISL reserves right to verify all statements, information and documents submitted by the bidder in response to the tender document. The bidder shall, when so required by RISL, make available all such information, evidence, and documents as may be necessary for such verifications. 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.



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

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

### 8.1 Non-exclusivity of Rights

GoR reserves the right to allocate kiosks anywhere within the state to any of the service providers. No exclusive rights are provided to any of the service providers for operating in a particular area/ location.

### 8.2 Forfeiture of Performance Security:

Security amount in full or part may be forfeited in the following cases:

- i. When the terms and conditions of contract is breached.
- ii. When the service provider fails to set up and operationalize the new kiosks (i.e., in addition to the existing kiosks) as per roll out plan submitted by him, performance security of that division may be forfeited.
- iii. When contract is being terminated due to non-performance of the service provider.
- iv. When the service provider fails to deposit Transactional security within the time prescribed.
- v. The performance security of respective division will be forfeited on termination of LSP in a division for non-satisfactory performance.
- vi. If penalty is not deposited in RISL bank account or no consent is given within 30 days to deduct same from forthcoming commission from issuance of order, then available Performance Bank Guarantee may be forfeited to recover penalty.
- vii. The Service Provider shall be contractually obligated to a minimum lock-in period of one (1) year from the effective date of the Agreement. During this period, the Service Provider shall not terminate, withdraw from, or otherwise disengage from the project or any assigned division. In the event that the Service Provider fails to fulfil the mandatory lock-in period of one (1) year, the Performance Security corresponding to the respective division will be forfeited.

### 8.3 Liability of LSP for Defaults committed by kiosk holder

All activities carried out by the e-Mitra Kiosk under the e-Mitra Framework shall be governed by the terms of this RFP. Any financial or other irregularities, lapses, or misappropriations committed by the e-Mitra Kiosk shall be the sole responsibility of the respective LSP and will be recoverable in accordance with the provisions of this RFP. Additionally, in the case of any false or unjustified chargebacks initiated by the kiosk, the corresponding amount shall be recovered from the concerned LSP.

### 8.4 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.

### 8.5 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) 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.
- d) Non-waiver: Subject to the condition (e) 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.

## 8.6 Exclusivity of Rights

That for the smooth implementation & functioning and to widen the scope of e-Mitra project, Department of Information Technology & Communications (DoIT&C) & RajCOMP Info Services India Ltd (RISL) on behalf of DoIT&C, Government of Rajasthan issues directions from time to time and recommend changes / alter /amendment in the terms and conditions of LSP services.

In context to the above, DOIT&C/RISL reserves the right to make amendments /changes /alterations in the terms and conditions of the RFP, without any prior information or notice to the Service Provider, and all such amendments /changes /alterations, shall be dealt as the part of the original RFP and are binding on the Service Providers during the entire term of this RFP.

## 8.7 Language

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

## 8.8 Joint Venture, Consortium or Association

No Joint Venture, consortium or Association shall be allowed during the project period.

## 8.9 Eligible Services

- a) For purposes of this Clause, related services” includes services to be delivered by the selected bidder as per scope of work defined in RFP and required to run the project successfully.

## 8.10 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.

## 8.11 Scope of Services

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

## 8.12 Delivery of Services

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

## 8.13 Selected Bidder's Responsibilities

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

## 8.14 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 Selected Bidder for the Services performed under the Contract shall not vary from the prices quoted by the Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

## 8.15 Recoveries from Selected Bidder

- a) Recovery of any losses to the RISL due to any default by the LSP or its kiosk shall be made ordinarily from bills.
- b) RISL shall recover the loss amount from the dues and performance security deposit of the respective LSP available with RISL.
- c) The balance, if any, shall be demanded from the LSP and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

## 8.16 Taxes & Duties

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) The successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred on delivery of contracted Services to the Purchaser.
- c) 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.

## 8.17 Confidential Information

The LSPs/kiosk holders shall be responsible for maintaining absolute security and integrity of all data. All data/information supplied during the course of engagement is proprietary information owned by RISL and LSP/kiosk holder will not have any claim or right or ownership over such information. LSP/kiosk holder will not disclose confidential information to other person without written consent of RISL.

## 8.18 Sub-contracting

The bidder shall not assign or sub-let his contract.

## 8.19 Force Majeure

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

## 8.20 Termination

### (i) **Termination for Default**

The bid 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 selected bidder, terminate the contract in whole or in part: -

- If the 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
- If the selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
- If the selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- If the supplier/ selected bidder commits breach of any condition of the contract.

If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.

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.

### (ii) **Termination for Insolvency**

RISL may at any time terminate the Contract by giving a written notice of at least 30 days to the selected bidder, if the selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the 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.

### (iii) **Termination for Convenience**

- a. RISL, by a written notice of at least 30 days sent to the 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 selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

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

### **8.21 Settlement of Disputes**

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 Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.

### **8.22 Jurisdiction**

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

### **8.23 Provision in conflict**

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

## 9. Service Level Standards/ Requirements/ Agreement

### 9.1 SLA for Kiosk only

- (i) **Non-performing kiosk:** A Kiosk is to be suspended if it did zero transaction in a month or less than 10 transactions for three (3) continuous calendar months. Such suspended Kiosk will have facility to apply online for reinstatement as below:
- 0 to 3rd month, the kiosk may apply for reinstatement by paying ₹ 500/-
  - 4th to 6th month, the kiosk may apply for reinstatement by paying ₹ 1000/-
  - 7th to 12th month, the kiosk may apply for reinstatement by paying ₹ 1500/-
  - After 12th month: the kiosk owner will be blacklisted from applying for new kiosk for next 2 years.
  - The LSP has to dispose reinstatement application within 15 days of receiving the application. Otherwise, the application would be automatically approved.
- (ii) **Kiosk duty in camps:** Absence of appointed kiosks in camps may affect service delivery and to discourage such behaviours, these defaulter kiosks will be penalised @ ₹ 1000/- per day for being absent. Respective DeGS will apply this penalty and inform RISL for further action.
- (iii) **Operation other than designated address:** If a kiosk is found operating at location other than approved location, penalty of ₹1000/- will be applicable. On second default in a financial year, the kiosk will be suspended for 1 year.

SLAs at sub-clauses (i) and (ii) will be applicable after three (3) calendar months of kiosk approval by department.

### 9.2 SLA for Kiosk & LSP

(i) **Action on Overcharging:**

If kiosk is found overcharging as per annexure-13, following action would be taken:

- **Penalty on Kiosk:**

- Penalty of ₹5,000/- or suspension of kiosk for 7 to 15 days or both type of punishment may be given to kiosk on 1st instance of overcharging.
- Penalty of ₹10,000/- or suspension of kiosk for 15 to 30 days or both type of punishment may be given to kiosk on 2nd instance of overcharging.
- Penalty equal to sum of balance available in e-wallet of kiosk and security wallet of kiosk, subject to maximum ₹50,000/- will be imposed on kiosk and kiosk's Jan Aadhar ID will be blacklisted for 3 years.

- **Penalty on LSP:** If overcharging is found in more than 2% of the total kiosks operated by an LSP within a given quarter, 25% of the commission accrued by the LSP in the last month of that quarter will be forfeited.

(ii) **Action on fraud:**

- **Penalty on Kiosk:** On financial embezzlement, fraud, bio-metric bypass/forgery, document tampering etc. by a kiosk, the defaulter kiosk shall be blacklisted for 3 years and Jan Aadhaar ID of the defaulter kiosk shall also be blacklisted to avoid allocation of the kiosk to any of its family members.



- **Penalty on LSP:** If more than 1% of the total kiosks operated by an LSP are found involved in financial embezzlement, fraud, biometric bypass, forgery, document tampering or similar malpractices during a given quarter, 50% of the total commission accrued by the LSP in the last month of that quarter will be forfeited.
- (iii) **Action on failure to adopt and deliver new services:** New services are regularly introduced on the e-Mitra platform, and kiosks are expected to provide these services to residents efficiently. Each kiosk must perform at least one transaction for new service within a period of three (3) calendar months. For the purpose of this clause, a 'new service' is defined as any service for which the kiosk has not conducted a transaction during the preceding three (3) calendar months.
- **Penalty on Kiosk:** Defaulter kiosk will be suspended. Such suspended Kiosk will have facility to apply online for reinstatement as below:
    - 0 to 3rd month, the kiosk may apply for reinstatement by paying ₹ 500/-
    - 4th to 6th month, the kiosk may apply for reinstatement by paying ₹ 1000/-
    - 7th to 12th month, the kiosk may apply for reinstatement by paying ₹ 1500/-
    - After 12th month: the kiosk owner will be blacklisted from applying for new kiosk for next 2 years.
    - The LSP has to dispose reinstatement application within 15 days of receiving the application. Otherwise, the application would be automatically approved.
  - **Penalty on LSP:** If more than 2% of the total kiosks operated by an LSP are suspended during a given quarter, 25% of the total commission accrued by the LSP in the last month of that quarter will be forfeited.

(iv) **Action on denial of services / non-compliance to guidelines/directions issued by DoIT&C / RISL:**

Penalty on Kiosk	Penalty on LSP
₹500/- per instance per kiosk	If 25% or more of the total kiosks operated by an LSP in a division are terminated in a financial year due to denial of any service/ non-compliance to guidelines/ directions issued by DoIT&C/RISL, 100% of the commission accrued by the LSP in the last month of that financial year will be forfeited.
Two (2) or subsequent instances of denial of any service / non-compliance to guidelines/ directions may lead to termination of kiosk.	

(v) **Action on no 'service rate list' and 'co-branded banner' at e-Mitra kiosk outlet:**

Penalty on Kiosk	Penalty on LSP
Penalty of ₹1000/- per instance per kiosk; for all kiosks where the rate list is not displayed. * On 3 instances of default by the kiosk on the display of rate list, defaulter kiosk shall be blacklisted for 1 year and Jan Aadhar ID shall be blacklisted.	Penalty of ₹500/- per instance per kiosk; for all kiosks where the rate list is not displayed.
*Post imposition of penalty, kiosk will have the grace period of 7 days to display rate list.	

### 9.3 SLA for LSP only

- (i) **Kiosk Roll-Out:** Following SLA will become applicable to LSPs one year from the date of agreement with RISL.

SLA	Breach	Penalty on LSP
<b>LSPs - Establish &amp; operationalize total kiosks given in roll out plan within 1 Year of signing of agreement and maintain rollout throughout contract period.</b>  <b>LSP shall roll-out at least 10 functional and transactive kiosks*</b> in each district out of which at least <b>5 kiosks</b> must be in rural.  <b>*Non-functional kiosks will not be considered</b>	Non-roll out or non-maintain rollout as per kiosk roll out plan.	<b>₹1,000/- per short kiosk each month</b>

#### (ii) LSP Manpower

Particulars	State Coordinator	Division Coordinator	Dedicated Helpdesk
<b>No. of person required</b>	1 State Coordinator (SC)  (State Coordinator not required if LSP has only 1 division)	1 Division Coordinator (DC) for each division	At least one (1) dedicated help desk engineer. Additionally, for every 3,000 kiosks, one (1) more dedicated help desk engineer must be deployed.
<b>Minimum Required Education qualification</b>	Graduate from any discipline	RS-CIT and minimum Graduate	Minimum 12th pass
<b>Minimum Required Attendance on e-Mitra mobile app</b>	5 days in a month at LSP Office	5 days in a month at Division Office of the Additional Director, DoIT&C	5 days in a month at LSP Office
<b>Penalty if Attendance is not marked</b>	Multiplication Factor = ₹500/- per day penalty	Multiplication Factor = ₹500/- per day penalty	Multiplication Factor = ₹250/- per day penalty
<b>Non-appointment penalty</b>	₹30,000/-	₹30,000/-	₹15,000/-

If biometric attendance of manpower is less than required attendance. Penalty will be applicable as per formula - (Number of required attendance days – number of days attendance marked) \* respective Multiplication Factor.

In the event of a medical emergency involving the deployed resource or their relative, or the demise of a close family member, leave may be granted based on mutual understanding and consideration of the circumstances. No penalty will be applicable for permitted leaves.

If the attendance of SC/DC/Helpdesk is zero in a month then the manpower will be considered non-appointed and a non-appointment penalty will be applicable.

### (iii) **Average Commission of Kiosks**

Following six (6) months from the activation of the LSP on the e-Mitra portal, the following SLA will apply:

In each calendar month, a minimum of twenty percent (20%) of the total kiosks operated by an LSP within a division must earn commission equal to or greater than the average commission for that division. Failure to meet this threshold shall render the LSP a defaulter for that division.

In such cases, fifty percent (50%) of the LSP's commission for the concerned division will be forfeited.

In the event of three (3) consecutive monthly defaults, seventy five percent (75%) of the LSP's commission for the concerned division will be forfeited.

If the 75% of the commission penalty is incurred for three (3) consecutive months, hundred percent (100%) of the LSP's commission for the concerned division will be forfeited.

### (iv) **Monthly Training of Kiosk**

LSP will have to conduct at least one online training of its e-Mitra kiosks on new and regular services on monthly basis at division level. In case of default, 25% of the commission accrued by the LSP in that division for the defaulter month will be forfeited.

LSP would not be penalized if a kiosk does not participate in the training program organized by the LSP.

### (v) **Wilful absence in monthly meetings**

In the event that the representative of the LSP fails to attend the scheduled monthly online/offline meeting organized by RISL or the Division-Level Offices of DoIT&C, without providing a valid justification despite prior notice, a penalty of ₹3,000 (Rupees Three Thousand only) will be levied for each such instance.

### (vi) **LSP Offices**

It is mandatory for the LSP to have at least one office anywhere in the State. If the LSP fails to establish its office within three (3) calendar months from the date of issuance of the work order, the 25% of the total commission accrued by the LSP for the fourth calendar month and all subsequent calendar months will be forfeited until the office is duly established. Additionally, the LSP shall be restricted from applying for new e-Mitra kiosks until compliance is achieved. The LSP shall submit a valid rent agreement or lease agreement to RISL as documentary proof of office establishment.

## ANNEXURE-1: PRE-BID QUERIES FORMAT

(to be filled by the bidder if Query is being raised)

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

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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



## ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE

(to be filled by the bidder)

To,

{Procuring entity},

\_\_\_\_\_ ,

\_\_\_\_\_ ,

### **Reference No:**

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

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

## ANNEXURE-3: SELF-DECLARATION

(to be filled by the bidder)

To,  
Managing Director,  
RISL

### Reference No:

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) has not been blacklisted and/or debarred by any State Govt. / Central Govt. / State and Central Undertakings and/ or convicted by a Court of law as on date of submission of Bid. Further, there should be no pending case in the court including Criminal Case against the Bidder either of the State Government or Central Government or State and Central Undertakings at the time of submission of the Bid. The Bidder will submit an Affidavit in this regard in the prescribed format. The Bidder should have not been terminated or suspended from work under any Contract with a Govt. Department of India and their performance guarantee/security forfeited due to violation of terms as on date of submission of Bid. The Bidder will submit an affidavit in this regard in the prescribed format. If Bidder hides any fact in this regard, an appropriate action shall be taken and EMD shall be forfeited.

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: -

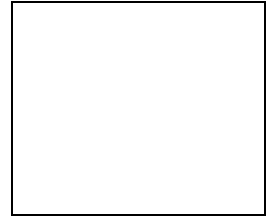
Date: \_\_\_\_\_

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



## ANNEXURE-4: FORMAT FOR AFFIDAVIT

**FORMAT FOR AFFIDAVIT/UNDERTAKING by the Kiosk Owner on Rupees 50/- stamp paper.**



I /We \_\_\_\_\_, son / wife / daughter of \_\_\_\_\_, Jan Aadhaar no. \_\_\_\_\_ having my residence/office at \_\_\_\_\_ solemnly affirm and state as under:

Whereas, I am the absolute Owner / Power of Attorney holder / Authorized Person in physical and lawful possession of the kiosk bearing kiosk code no. \_\_\_\_\_ of Village: \_\_\_\_\_ Taluka: \_\_\_\_\_, District \_\_\_\_\_ allotted on dated \_\_\_\_\_.

Whereas, I have applied for allotment of kiosk through Local Service Provider (LSP for short) \_\_\_\_\_ and DO HEREBY SOLEMNLY AFFIRM, SAY AND UNDERTAKE THAT

1. That I have read and understand unequivocal, the terms of conditions of Request for Proposal (RFP) no. \_\_\_\_\_ dated \_\_\_\_\_ and Agreement executed with executed between RajCOMP Info Services Ltd. (RISL) and LSP dated \_\_\_\_\_.
2. That I accept and agrees to abide by all conditions mentioned in RFP and Agreement and in case of default of my compliance with any of the conditions of the said RFP and Agreement, I shall be liable to be penalize according to the terms of RFP / Agreement and prevailing law in India.
3. That I am giving this affidavit/undertaking in my acceptance to the terms of the RFP/agreement and I have received the copy of RFP and the Agreement.
4. This undertaking shall be binding on me, our heirs, successors, legal representatives, assigns, agents etc. and who so ever derives the title through us.

Deponent

Verification:

SOLEMNLY AFFIRMED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Place -

Deponent

## ANNEXURE-5: BANK GUARANTEE FORMAT

(to be submitted by the bidder's bank)

### BANK GUARANTEE FORMAT – BID SECURITY

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

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

#### Reference No:

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 <₹ \_\_\_\_\_ (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 <₹ \_\_\_\_\_ (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 <₹ \_\_\_\_\_ (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 <₹ \_\_\_\_\_ (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 favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1) .....

.....

(2) .....

.....

### Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

## **GUIDELINES FOR SUBMISSION OF BANK GUARANTEE**

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

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

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

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

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

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....dated .....made between the RISL through ..... and .....(Contractor) for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for ₹.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding ₹.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay ₹..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹..... (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 ₹..... (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 favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL

For and on behalf of the RISL

Signature

(Name & Designation)



## ANNEXURE-6: DRAFT AGREEMENT FORMAT

(to be mutually signed by selected bidder and procuring entity)

### Draft Agreement between RISL & the selected bidder

(On Rupees 500/- non-judicial stamp paper of state Rajasthan)

This Agreement is signed on the .... Day of .....20\_\_ between **RajCOMP Info Service Limited (RISL)**, a company fully owned by Government of Rajasthan, registered under the Company Act, 1956, having its office/ registered office at Yojana Bhawan, C-Scheme, Tilak Marg, Jaipur through its authorized Officer as Chairman and Managing Director hereinafter called “RISL” which term shall mean and include their successors, Legal representatives and assigns of the First Part. The Chairman and Managing Director, RISL has been authorized by RISL to enter into this agreement.

And

M/s ..... (**Service Provider**) having its Registered Office at ..... and its corporate office at ..... (hereinafter referred to as “Service Provider”, through its authorized Officer ....., which expression, unless repugnant to the context hereof, shall mean and include its successors and assigns of the Second Part).

WHEREAS M/s RajCOMP Info Services Limited (RISL) is the implementing agency for e-Mitra project on behalf of Department of Information Technology & Communication (DoIT&C), Government of Rajasthan. RISL is a Govt. of Rajasthan Company which own, run and manage the e-Mitra portal and the operations of e-Mitra kiosk network (Urban and Rural) including portal enhancement, addition of G2C and B2C services, awareness generation etc. The services for various government departments under e-Mitra project have been encapsulated under RISL and are being delivered under one roof through Internet based, IT enabled e-Mitra kiosks.

WHEREAS District e-Governance Societies (DeGS) are Societies formed in each of 41 districts under the chairmanship of District Collector to facilitate and monitor implementation and operation of various e-governance initiatives including e-Mitra project in the respective districts (hereinafter referred to as the "DeGS"). The DeGS is responsible for day-to-day monitoring and management of the project at district level.

The term “Party” shall refer to RISL and the Service Provider individually, while collectively they shall be referred to as the “Parties”.

### 1. PREAMBLE

- a. DoIT&C, Gorr intends to create a Unified Service Delivery platform and select multiple service providers for setting up ICT based kiosks in rural and urban areas of Rajasthan so as to electronically deliver various G2C & B2C services to the citizens at their doorstep and with an objective of ushering in e-Governance in the State. The e-Mitra Project is being implemented on a 3-tier model. The first level is that of RISL/DOIT&C. At the second level, there are private service providers selected through open tendering process by DeGS/RISL & at the third level is the kiosk owners selected by the private service providers.
- b. RajCOMP Info Services Limited (RISL) provide various G2C, G2G, G2B and B2C services electronically through the internet for the convenience of citizens, business & government users in a transparent and efficient manner and owns, run and manage the e-Mitra portal and the operations of e-Mitra kiosk network in urban and rural areas.
- c. The Service Provider has expressed its interest and desire to provide a host of IT and non-IT related services to the citizens whereas RISL has agreed to engage the service provider for providing various G2C and B2C services through e-Mitra portal.
- d. The Service Provider agrees to carry on the work in strict accordance with the terms & conditions contained in this agreement. Both the parties also agree to modify the scope of work, terms & conditions and arrangement with mutual consent.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

## 2. Terms and Conditions of Agreement

- a. If any part of the agreement between RISL and the Second Party is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that in opinion of RISL most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.
- b. That terms & conditions applicable on delivery of various G2C and B2C services through e-Mitra outlets or website apply Mutatis Mutandi on the services delivered by the Second Party by virtue of this agreement

## 3. Broad Scope of Work:

- a. The service provider shall be responsible for setting up & managing e-Mitra kiosks in the urban and rural areas in the divisions allocated to the service provider.
- b. The service provider shall establish and operationalize e-Mitra kiosk as per roll out plan within 1 year from signing of agreement.
- c. RISL shall provide access to various G2C and B2C services to the Service Provider /kiosk owners through e-Mitra portal. The service provider, through their e-Mitra Kiosks shall provide these services to the citizens as per directions/guidelines issued by RISL.

## 4. Service Provider's Responsibilities

- 4.1) The service providers shall have to execute an agreement with RISL within 30 days of issuance of LOI and deposit performance security amount as detailed below (in form of Bank Guarantee of a Scheduled Bank having its branch in Jaipur in favour of "Managing Director, RISL", payable at "Jaipur") within 15 days of signing of agreement. LSP Should provide bank Guarantee that is valid for 5 years + 120 days

Division	PSD Amount (In ₹)
Ajmer	15 Lakhs
Bharatpur	10 Lakhs
Bikaner	10 Lakhs
Jaipur	20 Lakhs
Jodhpur	20 Lakhs
Kota	10 Lakhs
Udaipur	15 Lakhs

## 5. Obligations of the Service Provider and its Kiosks

As mentioned in the chapter 3 of RFP \_\_\_\_\_ dated \_\_\_\_\_ for selection of LSP under e-Mitra project.

## 5. Payment Related:

### 5.1) Security Wallet:

10% of e-wallet amount will be reserved by RISL. That amount cannot be used for transaction. This amount will be released on yearly basis.

### **6.2) Invoice for commission charges:**

- (i) The service provider shall raise a single invoice on monthly basis for each service (Service providers working in multiple districts may submit service-wise consolidated bill for all districts detailing the number of transactions district wise) in order to claim total commission from RISL mentioning district-wise transaction details.
- (ii) Bills for commission charges shall be sent by the 15th of each month by the service provider to RISL.
- (iii) RISL shall release the commission against invoices, each month subject to verification of invoices found correct. In case of any discrepancy in invoices, RISL shall inform the service provider within 3 working days of submission of invoices by the service provider.

### **6.3) Accounts Reconciliation:**

- (i) Payments shall be made to the service provider by RISL on monthly basis as per commission structure fixed by DoIT&C.
- (iii) Any penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones/ period or from security deposit.
- (iv) Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

**7. Service Level Agreement (SLA):** As mentioned in the chapter 9 of RFP \_\_\_\_\_ dated \_\_\_\_\_ for selection of LSP under e-Mitra project.

### **8. Adherence to Government orders and notifications:**

The Second Party shall ensure that the kiosk owners should adhere to all notifications, government orders etc. pertaining to the mandate of this agreement issued from time to time by RISL

### **9. Responsibility of LSP Unlawful activity of their kiosks**

It is obligatory on the part of the service provider to control the activities of their kiosks. If at any stage the kiosk of the service provider indulges in any fraudulent activity, then the service provider shall be liable for taking legal action against the kiosk owner under information to RISL and submit the proof of action taken to RISL. In case, the service provider does not take proper timely action to stop such activity of its kiosks, RISL shall be free to take any action such as termination of kiosk and prosecution under the criminal law for the said offence.

### **10. Responsibility of kiosk after Kiosk Migration:**

If kiosk has been migrated from one service provider to other service provider, then all associated liability of kiosk will be of latter Service Provider.

### **11. Exclusivity of Rights:**

GoR reserves the right to allocate kiosks anywhere within the state to any of the service providers. No exclusive rights are provided to any of the service providers for operating in a particular area/ location.

That for the smooth implementation & functioning and to widen the scope of e-Mitra project, Department of Information Technology & Communications (DoIT&C) & RajCOMP Info Services India Ltd (RISL) on behalf of DoIT&C, Government of Rajasthan issues directions from time to time and recommend changes / alter /amendment in the terms and conditions of LSP services.

In context to the above, DOIT&C/RISL reserves the right to make amendments /changes /alterations in the terms and conditions of the RFP, without any prior information or notice to the Service Provider, and all such amendments /changes /alterations, shall be dealt as the part of the original RFP and are binding on the Service Providers during the entire term of this RFP.

## 12. Disclaimer

RISL is not responsible for wrong availing of services due to incorrect information/ details furnished by the Second Party.

## 13. Force majeure

RISL shall not be liable to the Second Party / any other party in respect of any delay in performance of these terms and conditions or delay in performance or breach of the terms and conditions due to any event or circumstances which are beyond reasonable control of RISL.

## 14. Governing Law:

This agreement and the Second Party's use of the e-Mitra website is governed by Indian Law and the courts of Jaipur, Rajasthan, India only. The Second Party hereby irrevocably consents to the exclusive jurisdiction and venue of courts in Jaipur, Rajasthan (India) only in all disputes arising out of or relating to the use of the e-Mitra Sites/ Services.

## 15. Entire Agreement:

This Agreement including any document referred to herein along with complete RFP document issued vide: \_\_\_\_\_ dated \_\_\_\_\_ is part of this agreement executed between RISL and the Second Party.

## 16. Contract period:

- The duration of contract period would be five years. All work orders issued to LSP including work order for additional division will be valid for five years from date of agreement. The performance of the service providers will be reviewed against SLA every year in the month of April. Contract can be terminated at any stage on account of unsatisfactory performance by respective service provider.
- Based on the mutual consent / agreement between Parties, the contract period can further be extended for another two years on same terms and conditions.

**17. Dispute Resolution:** If any dispute arises between the LSP 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 LSP 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 Committee will take a decision on the representation and convey it in writing to the LSP.

## 18. Liability of LSP for Defaults committed by kiosk holder:

All the acts by e-Mitra Kiosk holder under e-Mitra Framework shall be binding by this agreement and all/any financial and other kind of irregularity/lapses/misappropriations committed by kiosk holder shall be sole responsibility of the concerned LSP and recoverable as per the terms and conditions of this agreement.

### 19. Non-Disclosure Agreement /confidentiality Clause:

The LSPs/kiosk holders shall be responsible for maintaining absolute security and integrity of all data. All data/information supplied during the course of engagement is proprietary information owned by RISL and LSP/kiosk holder will not have any claim or right or ownership over such information. LSP/kiosk holder will not disclose confidential information to other person without written consent of RISL.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2025.

Signed By:	Signed By:
( ) Designation: Company:	( ) Managing Director, RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	( ) Designation: Department of IT&C, Govt. of Rajasthan
( ) Designation: Company:	( ) Designation: Department of IT&C, Govt. of Rajasthan

## ANNEXURE-7: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

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

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

1. Particulars of appellant:
  - a. Name of the appellant: <please specify>
  - b. Official address, if any: <please specify>
  - c. Residential address: <please specify>
2. Name and address of the respondent(s):
  - a. <please specify>
  - b. <please specify>
  - c. <please specify>
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>
5. Number of affidavits and documents enclosed with the appeal:<please specify>
6. Grounds of appeal (supported by an affidavit):<please specify>
7. Prayer:<please specify>

Place .....

Date .....

Appellant's Signature



## ANNEXURE-8: CERTIFICATE OF CONFORMITY / NO DEVIATION

(to be filled by the bidder)

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

**Reference No :**

### **CERTIFICATE**

This is to certify that our technical bid is in conformity to the entire scope of work 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.

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 end-to-end implementation and execution of the project, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

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

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

## ANNEXURE-9: TENDER FORM

(to be filled by the bidder)

### Reference No:

#### Addressed to:

Name of the Tendering Authority	Managing Director, RajCOMP Info Services Limited (RISL),
Address	First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Telephone	0141-2229394, 5103902
Tele Fax	0141-2228701
Email	

#### Firm Details:

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

- The requisite tender fee amounting to ₹ \_\_\_\_\_/- (Rupees <in words>) has been deposited vide receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- The requisite RISL processing fee amounting to ₹ \_\_\_\_\_/- (Rupees <in words>) has been deposited vide receipt no. \_\_\_\_\_ dated \_\_\_\_\_.
- The requisite EMD amounting to ₹ \_\_\_\_\_/- (Rupees <in words>) has been deposited vide Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_.
- We agree to abide by all the terms and conditions mentioned in this form issued by the Procurement Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Contact Person: \_\_\_\_\_

Name & Seal of the firm: \_\_\_\_\_

Authorized Signatory: \_\_\_\_\_



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

(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 work as mentioned in the Scope of the work, 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 is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ).

I / We undertake, if our bid is accepted, to deliver the services in accordance with the delivery 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 90 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 submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal)**

Revenue Sharing Structure for Kiosk, LSP and RISL							
S. No.	Division	No. of Districts	Kiosk Share		RISL Share		LSP Share
			Kiosks operating at Govt. Premises (except 'Atal Sewa Kendra')	Kiosks operating at 'Atal Sewa Kendra' and locations other than Govt. Premises	Kiosks operating at Govt. Premises (except 'Atal Sewa Kendra')	Kiosks operating at 'Atal Sewa Kendra' and locations other than Govt. Premises	
1	Ajmer	6	65%	75%	18%	8%	
2	Bharatpur	5	65%	75%	18%	8%	
3	Bikaner	4	65%	75%	18%	8%	
4	Jaipur	7	65%	75%	20%	10%	
5	Jodhpur	8	65%	75%	18%	8%	
6	Kota	4	65%	75%	18%	8%	
7	Udaipur	7	65%	75%	18%	8%	

1. Above rates are inclusive of all taxes & levies
2. Bidders shall submit quotes in whole numbers only; decimal values are not permitted.
3. Bidders may submit quotes only for the divisions listed in the above table for which they have submitted the EMD. No action is required for the remaining divisions. i.e. leave it blank for rest divisions.
4. A minimum bid cap of 10% has been set to reflect prevailing market rates and avoid impractical quotes that could cause operational difficulties.
5. The maximum bid cap is set at 17% for all divisions, except Jaipur, where it is limited to 15%
6. Bidders shall be evaluated separately for each division-wise for L1.
7. For any of the divisions, bids quoting lower rates than minimum capping and higher rates than the maximum capping in that division, the entire bid will be rejected, and the EMD submitted for all divisions will be forfeited.
8. If a bidder submits rates for any division for which the requisite EMD has not been provided, the entire bid will be rejected, and the EMD submitted for other divisions will be forfeited.

## ANNEXURE-11: TECHNICAL BID COVER LETTER

<<On Bidder's Letter head>>

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

**Subject: Submission of the Technical Proposal for Service Providers to set up and manage e-Mitra kiosks (urban and rural) under e-Mitra Project in the state of Rajasthan**

Dear Sir/Ma'am,

We, the undersigned, offer to take up the role of Local Service Provider (LSP) with reference to your Request for Proposal dated <insert date> as per our Proposal. We are hereby submitting our Technical Proposal for Divisions <insert name of divisions for which EMD is submitted> enclosed herewith.

We hereby declare that all the information and statements made in this Technical Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

(Authorised Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## ANNEXURE-12: e-Mitra Kiosk rollout plan for 1 Year

Name of service provider: -----

Date of submission: - -----

S. No.	Division	District	Rural (No. of Kiosk)	Urban (No. of Kiosk)	Total Target

Note: Minimum roll-out of e-Mitra kiosks in a district for new LSP is 10 out of which minimum 5 should be in rural area.



## ANNEXURE-13: Departmental Orders on overcharging by kiosks



मुख्य प्रौद्योगिकी और संचार विभाग

**GOVERNMENT OF RAJASTHAN**  
**Department of Information Technology & Communication**

क्रमांक : F5 (915)/DoIT/Tech/15/05724/2022

दिनांक: 31-08-2022

अध्यक्ष एवं जिला कलेक्टर,  
जिला ई-मित्र सोसाइटी,  
समस्त जिले, राजस्थान।

**विषय :-** ई-मित्र परियोजना में कार्यरत कियोस्कों द्वारा निर्धारित दर से अधिक राशि वसूल करने पर की जाने वाली कार्यवाही के क्रम में।

**संदर्भ :-** विभाग का पत्र क्रमांक F5(915)/DoIT/Tech/15/02571/2019 दिनांक: 08.07.2019 एवं पत्र क्रमांक F5(915)/DoIT/Tech/15/01529/2021 दिनांक: 23.03.2021।

महोदय/महोदया,

उपरोक्त संदर्भित पत्र के माध्यम से ई-मित्र कियोस्क द्वारा आमजन से सेवा हेतु विभाग द्वारा निर्धारित दर से अधिक राशि वसूल किये जाने से सम्बन्धित प्रकरणों की जांच करके उन पर कार्यवाही करने हेतु SDM/SDO एवं जिला कार्यालय सूचना प्रौद्योगिकी एवं संचार विभाग में पदस्थापित अधिकारियों को अधिकृत किया गया था।

ई-मित्र कियोस्क द्वारा अधिक राशि लेने से सम्बन्धित शिकायत आमतौर पर निम्न माध्यमों से प्राप्त होती है :-

1. 181 या राजस्थान सम्पर्क के माध्यम से।
2. प्रार्थी द्वारा लिखित, ई-मेल या फोन के माध्यम से।
3. अधिकारी या कर्मचारी द्वारा औचक निरीक्षण के दौरान, इत्यादी।

इस तरह के प्रकरणों पर उक्त अधिकृत अधिकारियों द्वारा की गई जांच एवं कार्यवाही के दौरान उचित साक्ष्यों के अभाव में प्रकरण अभियोग (litigation) या विवादों में चले जाते हैं। अतः जांच प्रक्रिया को और अधिक पारदर्शी बनाया जाना अपेक्षित है, इस सम्बन्ध में जांच अधिकारी द्वारा प्रकरण अनुसार निम्न प्रक्रिया अपेक्षित है :-

1. शिकायत कर्ता से हस्ताक्षरित शिकायत पुष्टि का प्रमाण पत्र।
2. कियोस्क से सेवा प्राप्त किये हुए किन्हीं 5-10 आवेदनकर्ताओं से दूरभाष या व्यक्तिवश सम्पर्क कर कियोस्क द्वारा प्रदान की गई सेवाओं से सम्बन्धित अनुभव की जानकारी का विवरण तथा न्यूनतम 2 आवेदनकर्ताओं से कियोस्क द्वारा निर्धारित दर से अधिक राशि वसूल करने (overcharging) का सत्यापन।
3. औचक निरीक्षण के समय कियोस्क पर मौजूद उपभोक्ताओं से शिकायत से सम्बन्धित सत्यापन।





**GOVERNMENT OF RAJASTHAN**  
**Department of Information Technology & Communication**

उक्त के आधार पर दोषी ई-मित्र कियोस्क के विरुद्ध निम्नानुसार कार्यवाही की जावेगी :-

1. प्रथम बार शिकायत पर कियोस्क को 07-15 दिन के लिए Suspend कर सकते अथवा कियोस्क पर राशि रु. 5000 की शास्ति आरोपित कर सकते हैं अथवा उक्त दोनों कार्यवाही कर सकते हैं।
2. द्वितीय बार शिकायत पर कियोस्क को 15-30 दिन के लिए Suspend कर सकते अथवा कियोस्क पर राशि रु. 10000 की शास्ति आरोपित कर सकते हैं अथवा उक्त दोनों कार्यवाही कर सकते हैं।
3. तृतीय बार कियोस्क का जनआधार आईडी Blacklist करते हुए कियोस्क को स्थाई रूप से बन्द किया जावेगा, साथ ही कियोस्क धारक के e-Mitra wallet व security wallet में उपलब्ध राशि (अधिकतम रु. 50000 तक) की शास्ति आरोपित की जावेगी।

उक्त जांच रिपोर्ट जांच अधिकारी द्वारा अपनी SSO ID से ई-मित्र पोर्टल पर e-Sign कर अपलोड की जावेगी। (जांच रिपोर्ट एवं शिकायत का प्रारूप संलग्न है)

इस सम्बन्ध में कियोस्क जिला कलेक्टर को Appeal कर सकता है एवं जिला कलेक्टर द्वारा 30 दिन में निर्णय कर Appeal का निस्तारण किया जायेगा।

उक्त सम्पूर्ण प्रक्रिया ई-मित्र पोर्टल पर ऑनलाईन की जायेगी तथा ई-मित्र कियोस्क धारक द्वारा शास्ति नहीं जमा करवाने की स्थिति में कियोस्क को स्थाई तौर पर बन्द कर जनआधार आईडी Blacklist कर दी जावेगी।

(आशीष गुप्ता)  
आयुक्त एवं संयुक्त सचिव

क्रमांक : F5 (915)/DoIT/Tech/15/157-24/2022

दिनांक: 31-08-2022

प्रतिलिपि निम्न को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है-

1. निजी सचिव, प्रमुख शासन सचिव, सूचना प्रौद्योगिकी एवं संचार विभाग, जयपुर।
2. निदेशक (तकनीकी), आर.आई.एस.एल., जयपुर।
3. निदेशक (वित्त), आर.आई.एस.एल., जयपुर।
4. अतिरिक्त निदेशक/संयुक्त निदेशक/उप निदेशक, सूचना प्रौद्योगिकी एवं संचार विभाग, समस्त जिले, राजस्थान।
5. समस्त स्थानीय सेवा प्रदाता, ई-मित्र परियोजना, राजस्थान।

तकनीकी निदेशक

जांच रिपोर्ट

आज दिनांक ..... को कियोस्क संख्या ..... का निरीक्षण किया गया। जांच का विवरण निम्न प्रकार है

जांच का कारण शिकायत प्राप्त होने पर / डिकॉय

1	कियोस्क पर Rate List लगी होना पाया गया।	हां/नहीं
2	(a) कियोस्क पर कियोस्कधारक ..... द्वारा SSO ID ..... द्वारा कार्य करता पाया गया (b) अन्य व्यक्ति द्वारा कार्य करता पाया गया। (अन्य व्यक्ति की SSO ID)	हां/नहीं हां/नहीं
3	शिकायत कर्ता की प्रमाणिक शिकायत संलग्न है।	हां/नहीं
4	न्यूनतम दो आवेदनकर्ताओं द्वारा अतिरिक्त धनराशि देना पाया गया	हां/नहीं
5	जांच के दौरान कियोस्क पर उपस्थित अन्य आवेदनकर्ताओं के द्वारा भी अधिक राशि देना प्रमाणित पाया गया	हां/नहीं
6	आवेदनकर्ता द्वारा प्राप्त की गई सेवा का विवरण सेवा का नाम राज्य सरकार द्वारा अधिकृत दर कियोस्कधारक द्वारा ली गई राशि	

उपरोक्त तथ्यों के आधार पर मेरे द्वारा कियोस्कधारक पर राशि .....  
एवम् ..... दिन के लिये कियोस्क को शासित करने का आदेश दिया जाता है।

जांच कर्ता अधिकारी

नाम

पद



### शिकायत लेख

मैं ..... पुत्र/पुत्री/पत्नि श्री .....  
निवासी .....

प्रमाणित करता हूँ कि मेरे द्वारा ईमित्र कियोस्क से सेवा लेने के लिये कियोस्कधारक ने अधिक राशि की मांग की है, तथा मैं कियोस्कधारक के खिलाफ शिकायत दर्ज करवाना चाहता/चाहती हूँ जिसका विवरण निम्नानुसार है

1. सेवा का नाम : .....
2. सेवा लेने की दिनांक : .....
3. राज्य सरकार द्वारा अधिकृत दर : .....
4. कियोस्कधारक द्वारा ली गई राशि : .....
5. शिकायतकर्ता का मोबाईल नम्बर : .....

हस्ताक्षर शिकायत कर्ता







सूचना प्रौद्योगिकी और संचार विभाग

**GOVERNMENT OF RAJASTHAN**  
**Department of Information Technology & Communication**

Ref. No F5(915)/DoIT/Tech/15/ 02571/2019

Date: 08/07/2019

अध्यक्ष एवं जिला कलेक्टर,  
जिला ई-मित्र सोसाइटी।  
समस्त जिला, राजस्थान

विषय:- ई-मित्र परियोजना में कार्यरत कियोस्क को बंद करने के क्रम में।

संदर्भ:- पत्र क्रमांक F5(915)/DoIT/Tech/15/1/54432/2016 दिनांक 28/07/2016

पत्र क्रमांक F5(915)/DoIT/Tech/15/1/62666/2017 दिनांक 11/01/2017

पत्र क्रमांक F5(915)/DoIT/Tech/15/1/SPL1 दिनांक 09/10/2017

महोदय,

विभाग के उपरोक्त संदर्भित पत्रों द्वारा कियोस्क के सुगम संचालन, वित्तीय अनियमितता एवं कियोस्क को स्थाई रूप से बंद करने हेतु दिशा-निर्देश जारी किये गए थे। ई-मित्र परियोजना के सन्दर्भ में ई-मित्र कियोस्क द्वारा आमजन से सेवा हेतु विभाग द्वारा निर्धारित दर से अधिक राशि वसूल किये जाने को विभाग द्वारा बहुत गंभीरता से लिया गया है।

ई-मित्र कियोस्क द्वारा अधिक राशि लेने पर, प्रार्थी द्वारा 181 या राजस्थान सम्पर्क पर कियोस्क के विरुद्ध शिकायत दर्ज की जायेगी। शिकायत प्राप्त होने पर SDM/ SDO द्वारा शिकायत की जांच की जायेगी तथा आवश्यक होने पर प्रार्थी एवं ई-मित्र कियोस्क धारक को व्यक्तिशः बुलाया जायेगा।

SDM/ SDO द्वारा प्रकरण की जांच करवाकर तथा सही पाये जाने पर 7 दिवस में निर्णय कर कियोस्क पर निम्न प्रकार कार्यवाही करने हेतु अधिकृत किया जाता है:

1. प्रथम बार शिकायत प्राप्त होने पर उक्त अधिकारी अपने SSO ID से e-Sign कर कियोस्क को 07-15 दिन के लिए Suspend कर सकते हैं अथवा कियोस्क पर रु. 1000/- से 5000/- तक की शास्ति आरोपित कर सकते हैं अथवा उक्त दोनों शास्ति आरोपित कर सकते हैं।
2. द्वितीय बार शिकायत प्राप्त होने पर उक्त अधिकारी अपने SSO ID से e-Sign कर कियोस्क को 15-30 दिन के लिए Suspend कर सकते हैं अथवा कियोस्क पर रु. 10000/- से 50000/- तक की शास्ति आरोपित कर सकते हैं अथवा उक्त दोनों शास्ति आरोपित कर सकते हैं।
3. तृतीय बार शिकायत प्राप्त होने पर उक्त अधिकारी अपने SSO ID से e-Sign कर कियोस्क को स्थायी रूप से बन्द कर BLACK LIST कर सकते हैं।

इस सम्बन्ध में कियोस्क जिला कलेक्टर को Appeal कर सकता है एवं जिला कलेक्टर द्वारा 30 दिन में निर्णय कर Appeal का निस्तारण किया जायेगा।

उक्त सम्पूर्ण प्रक्रिया ई-मित्र पोर्टल पर ऑनलाईन की जायेगी तथा ई-मित्र कियोस्क धारक द्वारा शास्ति नहीं जमा करवाने की स्थिति में कियोस्क को बन्द कर दिया जायेगा।

संलग्न- उपरोक्तानुसार

  
(अम्बरीष कुमार)


विशिष्ट शासन सचिव एवं आयुक्त

Date: 08/07/2019

Ref. No F5(915)/DoIT/Tech/15/ 02571/2019

प्रतिलिपि सूचनार्थ/आवश्यक कार्यवाही हेतु प्रेषित है:

1. निजी सचिव, प्रमुख शासन सचिव, मुख्य मंत्री कार्यालय, राजस्थान सरकार, जयपुर।
2. निजी सचिव, प्रमुख शासन सचिव, सूचना प्राधौगिकी एवं संचार विभाग, जयपुर।
3. एनालिस्ट कम प्रोग्रामर (उप निदेशक), कार्यालय एनालिस्ट कम प्रोग्रामर (उप निदेशक), सूचना प्राधौगिकी एवं संचार विभाग, समस्त जिले।
4. स्थानीय सेवा प्रदाता (समस्त), ई-मित्र परियोजना, राजस्थान।
5. गार्ड फाईल।

  
अतिरिक्त निदेशक



GOVERNMENT OF RAJASTHAN  
Department of Information Technology & Communication

क्रमांक : F5(915)/DoIT/Tech/15/01529/2021

दिनांक : 23/03/2021

अध्यक्ष एवं जिला कलेक्टर,  
जिला ई-मित्र सोसायटी  
समस्त जिला, राजस्थान।

विषय:- ई-मित्र परियोजना में कार्यरत कियोस्क को बंद करने के क्रम में।

संदर्भ:- इस विभाग के पूर्व आदेश क्रमांक F5(915)/DoIT/Tech/15/02571/2019 dated 08-07-2019 के संबंध में।

महोदय/महोदया,

उपरोक्त संदर्भित पत्र द्वारा ई-मित्र कियोस्क के सुगम संचालन, वित्तीय अनियमितता एवं कियोस्क को स्थायी रूप से बंद करने हेतु SDM/SDO को कार्यवाही करने हेतु अधिकृत किया गया था। इसी क्रम में SDM/SDO के अतिरिक्त सूचना प्रौद्योगिकी एवं संचार विभाग के जिला कार्यालय में पदस्थापित ACP (Dy Director) या उच्च अधिकारी के द्वारा भी ई-मित्र कियोस्क पर कार्यवाही करने हेतु अधिकृत किया जाता है।

संलग्न: उपरोक्तानुसार



(विरेन्द्र सिंह)

विशिष्ट शासन सचिव एवं आयुक्त

क्रमांक : F5(875)/DoIT/Tech/2015/VIII/01529/2021

दिनांक : 23/03/2021

प्रतिलिपि निम्न को सूचनार्थ प्रेषित है-

1. निजी सचिव, प्रमुख शासन सचिव, मुख्यमंत्री कार्यालय, राजस्थान सरकार, जयपुर।
2. निजी सचिव, प्रमुख शासन सचिव, सूचना प्रौद्योगिकी और संचार विभाग, जयपुर।
3. अतिरिक्त निदेशक/सिस्टम एनालिस्ट(संयुक्त निदेशक)/एनालिस्ट कम प्रोग्रामर(उप निदेशक), कार्यालय एनालिस्ट कम प्रोग्रामर(उप निदेशक), सूचना प्रौद्योगिकी और संचार विभाग, जयपुर, समस्त जिले।
4. स्थानीय सेवा प्रदाता (समस्त), ई-मित्र परियोजना, राजस्थान।
5. गार्ड फाइल।



अतिरिक्त निदेशक



## ANNEXURE-14: Circular 35: Unified e-Mitra Service Charges



**GOVERNMENT OF RAJASTHAN**  
Department of Information Technology & Communication

Ref. No: F11 (135)/DoIT/Project/2012/Pt-3/03716 Dated: 27.8 2020

**e-Mitra Circular - 35**

**Sub:** Regarding rationalization and unification of e-Mitra service charges

In supersession of all the earlier circulars issued by this department, the revised e-Mitra service charges effective **01<sup>st</sup> September 2020** are as follows:

- For services where e-Mitra service charges are borne by the concerned department / organization / agency, e-Mitra service charges will remain same as earlier. *(The list of such services is enclosed as Annexure A).*
- For other services, e-Mitra service charges are revised as below for following categories:
 

**Category 1: Application type services** (Scope of service delivery will include filling of form, scanning & uploading of all supporting documents).

  - G2C (Government to Citizen) – Rs 50/- per Service *(List of such services is enclosed as Annexure B).*
  - G2B (Government of Business) – Rs 100/- per Service *(List of such services is enclosed as Annexure C).*
  - B2C (Business to Citizen) – e-Mitra service charges will remain same as earlier. *(List of such services is enclosed as Annexure D).*

**Category 2: Collection of demand note / fees / dues**

For amount up to Rs 2000/- – Rs 10/- per transaction. (Increase by Rs 2/- for every additional amount of Rs 1,000, over the base amount i.e. Rs 2,000.)

**Category 3: Providing printout of certificates / documents**


S. No.	Service Name	e-Mitra Rates
1	Printout of certificate / document on PVC card	Rs 30/-
2	Printout of digitally signed certificates such as bonafide, caste, solvency, minority etc. on government approved pre-printed stationery	Rs 20/- per page
3	Providing printout on one-side A-4 sheet	Rs 10/- per page

*\*Above rates are inclusive of all taxes*

  
 (R K Sharma)  
 Additional Director, DoIT&C

Copy for information and necessary action: -

- Sr. DS to Chief Secretary, Government of Rajasthan.
- PS to Additional Chief Secretary, Department of Finance
- PS to Principal Secretary, Planning Department
- PS to Principal Secretary, IT&C.
- PS to Collector & Chairman, District eGovernance Society, All Districts.
- PS to HOD, All concerned Departments / PSUs / Organizations.
- PS to Secretary, Finance (Revenue), Department.
- PS to Special Secretary & Commissioner, IT&C.
- PS to Technical Director, National Informatics Centre (NIC).
- State Informatics Officer, National Informatics Centre (NIC), Jaipur.
- PS to Jt. Secretary (Exp. III), Finance Department.
- PS to Jt. Secretary (G&T), Finance Department.
- PA to FA, DoIT&C
- Office of the ACP (Dy. Dir.), DoIT&C, All Districts.
- All Local Service Providers, e-Mitra Project.
- Guard File.

  
 Additional Director, DoIT&C

## ANNEXURE-15: No objection confirmation from Landlord on e-Mitra kiosk operating at his premises

### AFFIDAVIT (On ₹ 50/- non-judicial stamp paper of Rajasthan State)

Dated:

Land Lord	Applicant applying for e- Mitra kiosk
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(Landlord / Property Holder and the applicant applying for e-Mitra kiosk should attest his/her photograph with his/her signature in such a way that half the signature appears on the photograph and half on the affidavit)

### DECLARATION

I, Shri/Smt./Miss .....s/o ....., mobile no. ...., is an Indian national residing on this address: ..... from ..... till date and is the lawful owner of, and otherwise well sufficiently entitled to Lease the below Property falling in the category, [Independent House / Apartment / Farm House / Residential Property] and comprising of [X Rooms].

Address Line 1: .....  
Address Line 2: .....  
City: ..... District: ..... Pin Code: .....

Shri/Smt./Miss.....s/o....., mobile no....., is an Indian national, is residing on this address:..... from ..... till date. He/she intends to apply for e-Mitra kiosks through Local Service Provider (LSP) M/s ..... at my address / property and I have no objection of him/her operating e-Mitra kiosk at my premises.

I understand that e-Mitra kiosks have to abide by all the terms & conditions mentioned in the **Request for Proposal (RFP) NIB no. <.....> dated <DD/MM/YYYY> issued by RajCOMP Info Services Limited (RISL) for "Selection of Service Providers to set up and manage e-Mitra kiosks under e-Mitra project in the state of Rajasthan".**

Also, the e-Mitra kiosk id will be issued to applicant after thorough evaluation of his/her application as per the terms & conditions mentioned in above RFP. *RISL has the sole right to accept/reject kiosk application or deactivate the kiosk id without providing any reasons. RISL reserves the right to recover any financial dues/liabilities and can also take any legal action against defaulter kiosks.*

Signature of Landlord / Property Holder  
Email: .....

Signature of Applicant applying for e-Mitra kiosk  
Email: .....

## ANNEXURE-16: Agreement between Kiosk and Local Service Provider (LSP)

### Draft Agreement between the selected bidder & the kiosk owner

This Agreement is signed on the .... Day of .....<Year> by and between:

1) **Miss/Mrs/Mr.** ..... **W/o/D/o/S/o**  
**Mr.**..... **carrying business in name of M/s**....., adult, Indian Inhabitant having their residence/ primary place of business at ..... District/ Panchayat Samiti/ Gram Panchayat/ Village... ..... in the state of Rajasthan (India) called as Kiosk Owner hereinafter referred to as the “**KIOSK OWNER**” (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the **FIRST PART**;

**AND**

2) **M/s** ..... (**Service Provider**) having its Registered Office at ..... and its corporate office at ..... (hereinafter referred to as “**Service Provider**”, through its authorized Officer ....., which expression, unless repugnant to the context hereof, shall mean and include its successors and assigns) of the **Second Part**.

**WHEREAS** the **Kiosk Owner** is desirous of providing services to the citizens of the state through ICT based e-Mitra kiosks and has requested DeGS for an authorization to operate e-Mitra kiosk at ....., District ..... in the State of Rajasthan (hereinafter referred to as the “e-Mitra kiosk”) as per the conditions in this agreement and other directions as may be given by DoIT&C, GoR, RISL or DeGS or their authorized agencies in operating the e-Mitra kiosk from time to time.

**WHEREAS** the **Service Provider** has been selected by RajCOMP Info Services Limited (RISL), which is the implementing agency for e-Mitra project on behalf of Department of Information Technology & Communication (DoIT&C), Government of Rajasthan. Enclosed is the agreement executed between RISL and the Service Provider dated: ..... (**Annexure-2**).

The term “Party” shall refer to the KIOSK OWNER and the Service Provider individually, while collectively they shall be referred to as the “Parties”.

#### 1. LSP Responsibilities:

- i. The service providers shall work as per the guidelines issued by RISL/DoIT&C from time to time.
- ii. The service providers shall ensure displaying of kiosk certificate issued by DeGS, kiosk ID, citizen charter/ rate list, etc. at the kiosks as per guidelines.
- iii. The service providers shall not charge any fees from the applicant applying for kiosk.
- iv. The service providers shall be responsible for any action/ irregularity on part of his kiosk owner, through e-Mitra portal or manually.
- v. The commission charges shall be paid to the kiosk owner in his e-Wallet by RISL (on behalf of LSP) after deducting/ adjusting TDS and the same will be passed to the service provider's e-Wallet along with the service provider's share of commission charges. Therefore, the service providers shall provide the TDS certificate to all the kiosk owners as per the Income Tax rules.
- vi. The service providers shall raise centralized invoices (department/ service wise) to RISL on monthly basis. On receipt of the invoice, RISL will transfer the commission online from their e-wallet to their bank account.

- vii. **FIR Policy:** In case of any financial irregularity by the kiosk, LSP will permanently close the respective kiosk on e-Mitra portal. Subsequently, LSP will lodge the FIR against the defaulter kiosk within 15 days under intimation to the respective DeGS and RISL.

## 2. ENGAGEMENT:

- 2.1 The KIOSK OWNER has agreed to provide services to the general public through ICT based e-Mitra kiosks and has requested DeGS for an authorization to operate an e-Mitra kiosk at ....., District ..... in the State of Rajasthan (hereinafter referred to as “the said e-Mitra kiosk”) as per the conditions in this agreement and other directions as may be given by DoIT&C, GoR, RISL or DeGS or their authorized agencies in operating the said e-Mitra kiosk from time to time.
- 2.2 **Application for becoming e-Mitra kiosks:** Applicant (Prospective kiosk) shall submit e-Mitra Kiosk Registration application online along with application fees and all requisite documents including eligibility proofs, police character certificate, bank credential of the kiosk owner, etc. RISL will charge a non-refundable application fee of ₹1,500 (inclusive of GST) from applicants seeking to set up new e-Mitra kiosks. From this amount, ₹500 (inclusive of GST) would be transferred to the LSP for processing the application. Individual person shall not own more than one kiosk.
- 2.3 **Revenue model:** e-Mitra Kiosk share of the per transaction commission charges is as mentioned below:
- Kiosks operating at Govt. Premises (except ‘Atal Sewa Kendra’) – 65%
  - Kiosks operating at Atal Sewa Kendra and locations other than Govt. Premises – 75%
- Above rates are inclusive of all taxes & levies
- 2.4 The KIOSK OWNER has agreed to be liable to DeGS for all its obligations for operation of the said E-Mitra kiosk.
- 2.5 All the future modalities as approved by the Government of Rajasthan will be applicable on all the two parties to this Agreement.
- 2.6 This Agreement will not result in exclusivity of relationship. DeGS will be free to establish more such relationships for similar/same objectives on same or different terms and conditions.
- 2.7 By virtue of this agreement no relationship as of employer, employee and principal-agent is established between the KIOSK OWNER and DeGS/ RISL/ any other government body. Without permission in writing of DeGS the KIOSK OWNER shall not do any act for or in the name of DeGS/ RISL/ any other government body or its designated agency.

## 3. Kiosk SLA

### 3.1 SLA for Kiosk only

- (i) **Non-performing kiosk:** A Kiosk is to be suspended if it did zero transaction in a month or less than 10 transactions for three (3) continuous calendar months. Such suspended Kiosk will have facility to apply online for reinstatement as below:
- 0 to 3rd month, the kiosk may apply for reinstatement by paying ₹ 500/-
  - 4th to 6th month, the kiosk may apply for reinstatement by paying ₹ 1000/-
  - 7th to 12th month, the kiosk may apply for reinstatement by paying ₹ 1500/-
  - After 12th month: the kiosk owner will be blacklisted from applying for new kiosk for next 2 years.
  - The LSP has to dispose reinstatement application within 15 days of receiving the application. Otherwise, the application would be automatically approved.
- (ii) **Kiosk duty in camps:** Absence of appointed kiosks in camps may affect service delivery and to discourage such behaviours, these defaulter kiosks will be penalised @ ₹ 1000/- per day for being absent. Respective DeGS will apply this penalty and inform RISL for further action.

- (iii) **Operation other than designated address:** If a kiosk is found operating at location other than approved location, penalty of ₹1000/- will be applicable. On second default in a financial year, the kiosk will be suspended for 1 year.

SLAs at sub-clauses (i) and (ii) will be applicable after three (3) calendar months of kiosk approval by department.

### 3.2 SLA for Kiosk & LSP

(i) **Action on Overcharging:**

If kiosk is found overcharging as per annexure-13, following action would be taken:

- **Penalty on Kiosk:**
  - Penalty of ₹5000/- or suspension of kiosk for 7 to 15 days or both type of punishment may be given to kiosk on 1st instance of overcharging.
  - Penalty of ₹10000/- or suspension of kiosk for 15 to 30 days or both type of punishment may be given to kiosk on 2nd instance of overcharging.
  - Penalty equal to sum of balance available in e-wallet of kiosk and security wallet of kiosk, subject to maximum ₹50000/- will be imposed on kiosk and kiosk's Jan Aadhar ID will be blacklisted for 3 years.
- **Penalty on LSP:** If overcharging is found in more than 2% of the total kiosks operated by an LSP within a given quarter, 25% of the commission accrued by the LSP in the final month of that quarter will be forfeited.

(ii) **Action on fraud:**

- **Penalty on Kiosk:** On financial embezzlement, fraud, bio-metric bypass/forgery etc. by a kiosk, the defaulter kiosk shall be blacklisted for 3 years and Jan Aadhaar ID of the defaulter kiosk shall also be blacklisted to avoid allocation of the kiosk to any of its family members.
- **Penalty on LSP:** If more than 1% of the total kiosks operated by an LSP are found involved in financial embezzlement, fraud, biometric bypass, forgery, or similar malpractices during a given quarter, 50% of the total commission accrued by the LSP in the last month of that quarter will be forfeited.

- (iii) **Action on failure to adopt and deliver new services:** New services are regularly introduced on the e-Mitra platform, and kiosks are expected to provide these services to residents efficiently. Each kiosk must perform at least one transaction for new service within a period of three (3) calendar months. For the purpose of this clause, a 'new service' is defined as any service for which the kiosk has not conducted a transaction during the preceding three (3) calendar months.

- **Penalty on Kiosk:** Defaulter kiosk will be suspended. Such suspended Kiosk will have facility to apply online for reinstatement as below:
  - 0 to 3rd month, the kiosk may apply for reinstatement by paying ₹ 500/-
  - 4th to 6th month, the kiosk may apply for reinstatement by paying ₹ 1000/-
  - 7th to 12th month, the kiosk may apply for reinstatement by paying ₹ 1500/-
  - After 12th month: the kiosk owner will be blacklisted from applying for new kiosk for next 2 years.
  - The LSP has to dispose reinstatement application within 15 days of receiving the application. Otherwise, the application would be automatically approved.
- **Penalty on LSP:** If more than 2% of the total kiosks operated by an LSP are suspended during a given quarter, 25% of the total commission accrued by the LSP in the last month of that quarter will be forfeited.



(iv) **Action on denial of services / non-compliance to guidelines/directions issued by DoIT&C / RISL:**

Penalty on Kiosk	Penalty on LSP
₹500/- per instance per kiosk  Two (2) or subsequent instances of denial of any service / non-compliance to guidelines/ directions may lead to termination of kiosk.	25% kiosks of a division are terminated in a financial year due to denial of any service/directions/guidelines issued by DoIT&C/RISL would lead to forfeiture of Performance Security of the corresponding division.

(v) **Action on no 'service rate list' and 'co-branded banner' at e-Mitra kiosk outlet:**

Penalty on Kiosk	Penalty on LSP
Penalty of ₹1000/- per instance per kiosk; for all kiosks where the rate list is not displayed. * On 3 instances of default by the kiosk on the display of rate list, defaulter kiosk shall be blacklisted for 1 year and Jan Aadhar ID shall be blacklisted.	Penalty of ₹500/- per instance per kiosk; for all kiosks where the rate list is not displayed.
*Post imposition of penalty, kiosk will have the grace period of 7 days to display rate list.	

4. This Agreement including any document referred to herein along with complete RFP document (Annexure-1) & agreement signed between RISL and the Service Provider (Annexure-2) constitutes the entire agreement between the KIOSK OWNER and the Service Provider and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

In witness whereof, the said parties hereto have set their hands at the place and on the dates respectively shown hereinafter.

<Designation of Authorised Person>  
**KIOSK OWNER**

<Designation of Authorised Person>  
**Service Provider**

**(Stamp/Seal)**

**(Stamp/Seal)**

**Witnesses**

- 1.
- 2.

**Witnesses**

- 1.
- 2.