

2023

# RajCOMP Info Services Limited (RISL)

RFP for Selection of Agency for Design and implementation SMART Tourism Framework with Unified Integrated Online Booking Management System (OBMS) and Operations & Maintenance with related Services for a period of three Years for Tourism Department, Government of Rajasthan



Table of Contents

ABBREVIATIONS & DEFINITIONS .....6

1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB).....9

2. PROJECT PROFILE & BACKGROUND INFORMATION.....11

2.1. ABOUT RISL .....11

2.2. RAJASTHAN TOURISM AT A GLANCE:.....11

2.3. PROJECT BACKGROUND: .....12

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA.....14

3.1. PRE-QUALIFICATION CRITERIA: .....14

3.2. TECHNICAL EVALUATION CRITERIA: .....17

3.3. ADDITIONAL PROVISIONS FOR QUALIFICATIONS: .....20

4. SCOPE OF WORK, DELIVERABLES & TIMELINES .....22

4.1. DETAILED SCOPE OF WORK: .....22

4.2. PROJECT ROLL-OUT PHASES: .....32

4.3. ROLES & RESPONSIBILITIES OF STAKEHOLDERS: .....33

4.4. PROJECT DELIVERABLES, MILESTONES AND TIMELINES .....34

5. INSTRUCTION TO BIDDER (ITB) .....35

5.1. BIDDING PROCEDURE: .....35

5.2. SALE OF BIDDING/ TENDER DOCUMENTS .....35

5.3. CHANGES IN THE BIDDING DOCUMENT .....35

5.4. PERIOD OF VALIDITY OF BIDS .....35

5.5. FORMAT AND SIGNING OF BID .....36

5.6. COST & LANGUAGE OF BIDDING.....36

5.7. ALTERNATIVE/ MULTIPLE BIDS .....36

5.8. BID SECURITY .....37

5.9. DEADLINE FOR THE SUBMISSION OF BID .....38

5.10. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS.....38

5.11. OPENING OF BIDS .....38

5.12. SELECTION METHOD:.....39

5.13. CLARIFICATION OF BIDS.....39

5.14. EVALUATION & TABULATION OF TECHNICAL BIDS.....39

5.15. EVALUATION & TABULATION OF FINANCIAL BIDS.....40

5.16. CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS.....41

5.17. PRICE/ PURCHASE PREFERENCE IN EVALUATION.....41

5.18. NEGOTIATIONS.....42

5.19. EXCLUSION OF BIDS/ DISQUALIFICATION .....42

5.20. LACK OF COMPETITION .....43

5.21. ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT.....	43
5.22. PROCURING ENTITY’S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS .....	44
5.23. RIGHT TO VARY QUANTITY .....	44
5.24. PERFORMANCE SECURITY:.....	44
5.25. ADDITIONAL PERFORMANCE SECURITY: .....	45
5.26. EXECUTION OF AGREEMENT .....	46
5.27. CONFIDENTIALITY.....	46
5.28. CANCELLATION OF PROCUREMENT PROCESS .....	47
5.29. CODE OF INTEGRITY FOR BIDDER .....	47
5.30. INTERFERENCE WITH PROCUREMENT PROCESS .....	48
5.31. APPEALS .....	48
5.32. STAY OF PROCUREMENT PROCEEDINGS .....	50
5.33. VEXATIOUS APPEALS & COMPLAINTS .....	50
5.34. OFFENSES BY FIRM/ COMPANY.....	50
5.35. DEBARMENT FROM BIDDING .....	51
5.36. MONITORING OF CONTRACT.....	51
6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT .....	52
6.1. CONTRACT DOCUMENTS.....	52
6.2. INTERPRETATION.....	53
6.3. LANGUAGE .....	53
6.4. JOINT VENTURE, CONSORTIUM OR ASSOCIATION .....	53
6.5. NOTICES.....	53
6.6. GOVERNING LAW .....	53
6.7. SUPPLIER’S/ SELECTED BIDDER’S RESPONSIBILITIES.....	54
6.8. PURCHASER’S RESPONSIBILITIES .....	54
6.9. CONTRACT PRICE .....	54
6.10. CONTRACT PRICE VALIDITY PERIOD.....	54
6.11. RECOVERIES FROM SUPPLIER/ SELECTED BIDDER.....	54
6.12. TAXES & DUTIES .....	54
6.13. COPYRIGHT .....	55
6.14. CONFIDENTIAL INFORMATION .....	55
6.15. SUB-CONTRACTING.....	55
6.16. REJECTION:.....	56
6.17. EXTENSION IN DELIVERY PERIOD AND LIQUIDATED DAMAGES (LD).....	56
6.18. LIMITATION OF LIABILITY .....	58
6.19. FORCE MAJEURE .....	58
6.20. CHANGE ORDERS AND CONTRACT AMENDMENTS.....	59
6.21. TERMINATION .....	59
6.22. EXIT MANAGEMENT.....	60

7.	SETTLEMENTS OF DISPUTES .....	64
8.	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT .....	65
8.1.	PAYMENT TERMS AND SCHEDULE .....	65
8.2.	SERVICE LEVEL STANDARDS/ REQUIREMENTS/ AGREEMENT .....	67
8.3.	QUALITY OF SERVICES .....	70
8.4.	SPECIAL CONDITIONS OF THE BID .....	70
8.5.	CHANGE REQUESTS/ MANAGEMENT .....	71
	ANNEXURE-1:COVERING LETTER FOR TECHNICAL BID .....	72
	ANNEXURE-2: TECHNICAL BID DOCUMENTS .....	74
	ANNEXURE-3: BIDDER’S AUTHORIZATION CERTIFICATE .....	75
	ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION .....	76
	ANNEXURE-5: UNDERTAKING ON COMPLIANCE TO LAND BOARDER POLICY:.....	77
	ANNEXURE-6: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE- QUALIFICATION EXPERIENCE .....	80
	ANNEXURE-7: SELF-DECLARATION .....	81
	ANNEXURE-8: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER.....	82
	ANNEXURE-9: BANK GUARANTEE FORMAT{TO BE SUBMITTED BY THE BIDDER’S BANK} .....	85
	ANNEXURE-10: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012 .....	90
	ANNEXURE-11- QUALIFICATION AND EXPERIENCE OF THE REQUIRED RESOURCES .....	91
	ANNEXURE-12: FORMAT FOR CVs .....	95
	ANNEXURE-13: INDICATIVE FORMAT FOR CONSORTIUM AGREEMENT .....	96
	ANNEXURE-14: DRAFT AGREEMENT FORMAT{TO BE MUTUALLY SIGNED BY BIDDER AND PROCURING ENTITY}.....	99
	ANNEXURE-15: FORMAT FOR PROPOSAL DOCUMENT .....	102
	ANNEXURE-16: TENTATIVE CA CERTIFICATE FORMAT FOR ANNUAL TURNOVER & NETWORTH ..	103
	ANNEXURE-17: INDICATIVE REQUIREMENTS& TECHNICAL SPECIFICATIONS/ STANDARDS:.....	104

**RFP for Selection of Agency for Design and implementation SMART Tourism Framework with Unified Integrated Online Booking Management System (OBMS) and Operations & Maintenance with related Services for a period of three Years for Tourism Department, Government of Rajasthan**

Reference No.: F4.3(546)/RISL/Tech/2023/316

Dated: 13/04/2023

UBN- RIS2324SLOB00009

<b>Mode of Bid Submission</b>	Online through eProcurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, Second Floor, New IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Last Date &amp; Time of Submission of Bid</b>	03-05-2023 at 04.00 PM
<b>Date &amp; Time of Opening of Technical Bid</b>	03-05-2023 at 05:30 PM

**RISL Processing Fee: Rs. 2500/- (Rupees Two Thousand Five Hundred only)**

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

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

**RajCOMP Services Limited (RISL)**

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

Phone: 0141-5153224 Fax: 0141-2228701

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

**ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Contract/ Project Period</b>	The Contract/ Project Period shall commence from the date of issue of Work order and three years of operations and maintenance from the data of commissioning.
<b>COTS</b>	Commercial Off The Shelf Software
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DeitY, GoI</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Center
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>GIGW</b>	Guidelines for Indian Government Websites (GIGW)
<b>GoI/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for

	the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
<b>GP</b>	Gram Panchayat
<b>GST</b>	Goods and Service Tax
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>Multilingual</b>	<p><b>Domestic:</b> Hinglish, Tamil, Telugu, Malayalam, Odia, Bangla, Kannada, Assamese, Marathi, Punjabi, Gujrati or more along with Hindi right from the beginning of the go live.</p> <p><b>Foreign:</b> English, Spanish, French, Italian or more right from the beginning of the go live.</p>
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>OTA</b>	Online Travel Aggregator (OTA)
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is

	entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
<b>RajSWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>RISL</b>	RajCOMP Info Services Limited
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is aa service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>SSDG</b>	State Services Delivery Gateway
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>WCAG</b>	Web Content Accessibility Guidelines
<b>WO/ PO</b>	Work Order/ Purchase Order



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

Reference No.: F4.3(546)/RISL/Tech/2023/316  
UBN- RIS2324SLOB00009

Dated:13/04/2023

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: Managing Director, RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Ms. Sonia Chaturvedi</li> <li>Designation: Additional Director</li> <li>Address: Room No. 201, 2<sup>nd</sup> Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> <li>Email: <a href="mailto:sonia@rajasthan.gov.in">sonia@rajasthan.gov.in</a></li> </ul>
<b>Subject Matter of Procurement</b>	RFP for Selection of Agency for Design and implementation SMART Tourism Framework with Unified Integrated Online Booking Management System (OBMS) and Operations & Maintenance with related Services for a period of three Years for Tourism Department, Government of Rajasthan
<b>Bid Procedure</b>	Single-stage: Two part (envelop) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS)
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums Fee etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in/">http://risl.rajasthan.gov.in/</a></li> <li>Bidding document fee: Rs. 5000.00 (Rupees One Thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: Rs. 2500.00 (Rupees Two Thousand five hundred only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Estimated Procurement Cost</b>	Rs. 9.0 Crores Only
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>2 % of the estimated procurement cost</li> <li>0.5% of the estimated procurement cost for S.S.I. unit of Rajasthan</li> <li>1% of the estimated procurement cost for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction</li> <li>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank</li> <li>Bid Security shall be in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Upload Date of Draft RFP</b>	13-04-2023
<b>Period of Sale of Bidding Document (Start/ End Date)</b>	13-04-2023 06.00 PM to 03-05-2023 04.00 PM
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Online at e-Proc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: 26-04-2023 04.00 PM</li> <li>End Date: 03-05-2023 till 04:00 PM</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*</b>	<ul style="list-style-type: none"> <li>Start Date: 26-04-2023 End Date: 03-05-2023 till 04:00 PM</li> </ul>
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>Date: 03-05-2023, Time: 05:30 PM</li> <li>Place: 1<sup>st</sup> Floor, e-Proc cell, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>



<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	180 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> <li>1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.</li> <li>2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.</li> <li>3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (bidders already registered on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> before 30-09-2011 must register again).</li> <li>4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.</li> <li>5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.</li> <li>6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&amp;C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&amp;C for booking the training slot.  Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)  e-mail: <a href="mailto:eproc@rajasthan.gov.in">eproc@rajasthan.gov.in</a>  Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur</li> <li>7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</li> <li>8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</li> <li>9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</li> <li>10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.</li> </ol>	



(Sonia Chaturvedi)  
Additional Director



## 1. PROJECT PROFILE & BACKGROUND INFORMATION

### 2.1. About RISL

RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. RajCOMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan. RISL is designated State Designated Agency(SDA) for implementation of NeGP Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State’s Mission Mode Projects (MMPs). RISL is also Technology Partner with departments like Agriculture, Election Department, State Election Department, JCTSL, Education Department, RHSDP etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users).

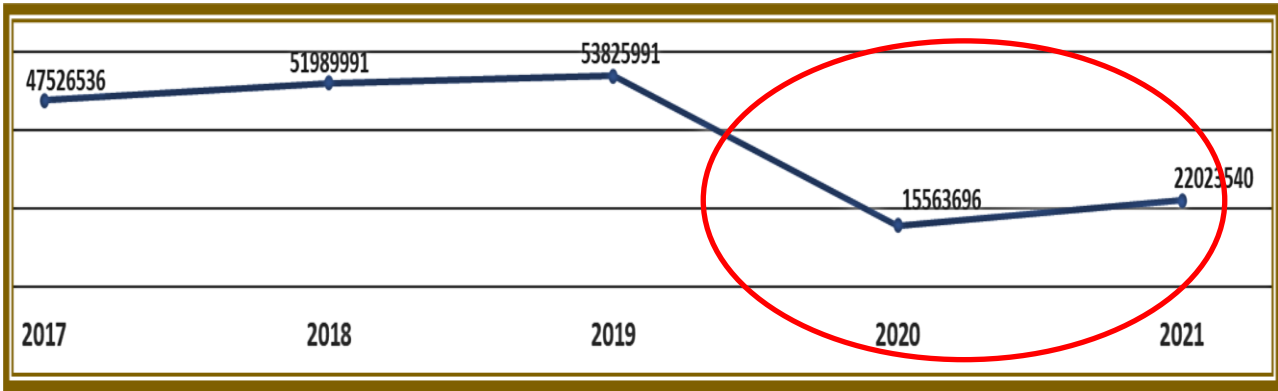
### 2.2. Rajasthan Tourism at a Glance:

Rajasthan is a leading tourism State in the country. Its glorious heritage, colorful living traditions and vibrant culture are special attractions for both, domestic and foreign tourists.

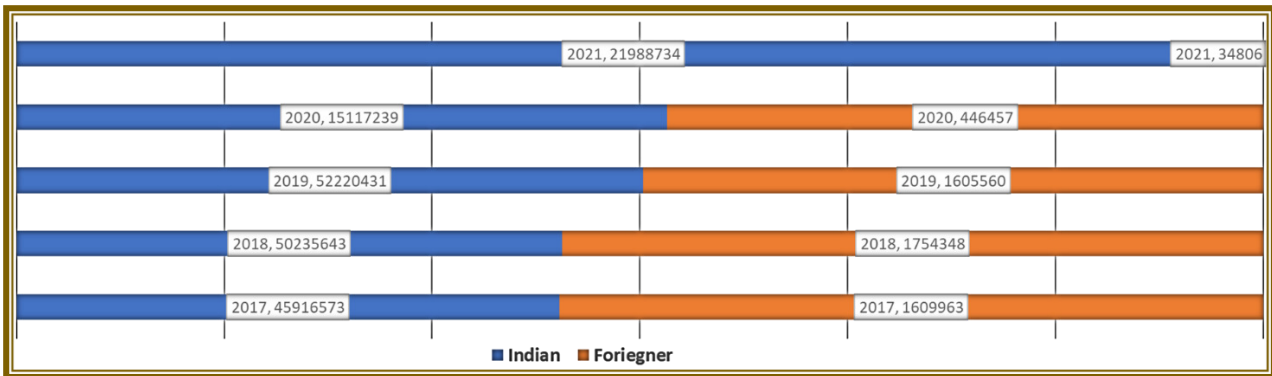


The above figure illustrate that the tangible and intangible tourism products of the State offer immense potential for growth of the tourism industry.

If the period of COVID-19 and period of post pandemic impact are avoided (Year 2020 & 2021 marked in red circle), the Development of tourism resources and increasing both, domestic and foreign tourist arrivals are among the high priority areas for the State Governments and the following arrival trend of Rajasthan is also indicating the potential of tourism sector in Rajasthan state:



Bifurcation of Domestic and foreign tourist arrivals:



Yearwise income/ revenue generated from ticket bookings of tourism sites at Rajasthan State:

Financial Year	Museums	Zoo	National Parks	Safari at Tiger/ Leopard Reserves	Total
2018-19	60,93,46,805.00	2,53,21,525.00	1,50,97,428.00	N/A	64,97,65,758.00
2019-20	54,05,39,585.00	10,31,90,559.00	1,34,85,746.00	19,49,60,974.00	85,21,76,864.00
2020-21	9,39,63,158.00	4,32,65,153.00	82,97,952.00	4,32,65,153.00	18,87,91,416.00
2021-22	22,53,79,730.00	8,64,55,194.00	8,64,55,194.00	43,96,62,753.50	83,79,52,871.50
2022-Oct-22	20,17,65,525.00	8,47,45,840.00	2,48,92,314.40	46,10,01,048.25	77,24,04,727.65

Therefore, there is a need for expanding tourist centric infrastructural facilities to keep pace with the present trends and for potential tourism growth in the State.

**2.3. Project Background:**

Tourism is the key sector of the State which requires effective dissemination of information related to Rajasthan culture, heritage, hotels and resorts, connectivity and most important integrated online booking of all the sites. 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.

Therefore, there is provision made in the state’s budget for the current financial year 2022-23 for the Tourism Department and the Hon’ble CM announced development of unified Online Booking System with

mobile app for all tourism sites of Rajasthan state. The Department of Tourism has planned to facilitate state visitors, Rajasthan Tourism Development Corporation (RTDC), other departments such as Archaeology & Museums Department/ Forest Department etc. and private entities (Hotel/ Guide/ Travel Agencies/ Owner of private tourism sites etc.), by providing an integrated online booking management system (OBMS).

In this line, RajCOMP Info Services Ltd. (RISL) has proposed a Single Integrated Web and Mobile Based Unified Online Booking Management System (OBMS) as an IT enabled solution as per the E-governance framework to facilitate tourists and the state's Tourism Department to achieve aforementioned objectives with the following strategic objectives:

1. Single integrated system for booking facilities (Advance and walk-in bookings) to enrich the tourist's experience
2. Listing of all sites under the jurisdiction of Tourism, Forest, Archaeology & Museums Department etc.
3. Availability of relevant information on real-time basis through information dissemination and suggestions to all visitors on tourism spots (***derived from location/ trends/ season/market places/ any other requirement***)
4. Assist stakeholders to manage tourism site and online ticket booking with itinerary management.
5. Transactional based information management system equipped with analytics for effective decision making
6. Management and Monitoring of visitor's pattern and planning with consolidation and seasonality of demands.
7. Centralized repository of the transactional data for reporting and decision making

**2. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA**

**3.1. Pre-Qualification Criteria:**

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

S.No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>Limited Liability Partnership Firm Registered under Limited liability partnership Act- 2008</p> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>1. Bidder mean a company or a corporation or a consortium of upto two companies/ corporations.</li> <li>2. Consortium shall be formed under a duly stamped consortium agreement. (Attach Proof). Every company/ corporation of the bidder's consortium shall be equally responsible and jointly and severally liable for the successful completion of the entire project. In case of any issue, Lead partner/ lead bidder in the bidder's consortium shall be responsible for all the penalties. A company/ corporation cannot be partner in more than one consortium.</li> <li>3. Bidder has to meet each eligibility criteria to participate in this bid.</li> <li>4. In case of consortium,               <ol style="list-style-type: none"> <li>a. Both companies/ corporations of the consortium must meet the basic eligibility of Legal Entity, Compliance to Land Border Policy, Net Worth, Tax registration &amp; Mandatory Undertaking in this table.</li> <li>b. Either lead bidder or consortium partner must meet the basic eligibility of Financial Turnover, Technical Capability I &amp; II and Certifications of this table.</li> </ol> </li> </ol>	<p>- Copy of valid Registration Certificates</p> <p>- Copy of Certificates of incorporation</p> <p>In case of a consortium, a Consortium Agreement must also be submitted, duly signed by the consortium members along with above. The Consortium Agreement must clearly specify the stake of each member and outline their roles and responsibilities as per Annexure-13</p>
2.	Compliance to Land Border Policy	Bidder should comply with Subrule 4 under rule 13 of RTTP 2013.	<p>Copy of undertaking as per Annexure-5.</p> <p>Or</p> <p>Copy of Registration with the Industries Department of the Government of Rajasthan</p>

S.No.	Basic Requirement	Specific Requirements	Documents Required
3.	Financial-I: Turnover	Average annual turnover of bidder should be at least Rs 10 crores from tourism & travel or IT/ITes during the last three financial years (FY's 2018 - 19, 2019-20, 2020-21 or during FY's 2019-20, 2020-21, 2021-22) as per last audited balance sheets or statements.	CA Certificate with CA's Registration Number/ Seal and UDIN (Please Refer Annexure-16)
4.	Financial-II: Net Worth	The net worth of bidder as on 31st March 2022, should be Positive as per last audited balance sheet.	CA Certificate with CA's Registration Number/ Seal and UDIN (Please Refer Annexure-16)
5.	Technical Capability-I	The bidder must be engaged in successful promotion and marketing / content management responsibilities for Online Travel Aggregator (OTA) portal or portal of similar nature in any geography at least for one year since April 2020 till last date of bid submission.	<p>a. If engaged on it's own: Annexure-6 + CA Certificate with CA's Registration Number/ Seal and UDIN mentioning with the specific requirement mentioned in this criteria.</p> <p>Or</p> <p>b. If engaged with other organization: Annexure-6 + Contract Agreement/ Work Orders + Satisfactory performance</p>

S.No.	Basic Requirement	Specific Requirements	Documents Required
			certificate as per the contract from the client <b>or</b> Invoices including payment realisation document (bank statement) with CA certificate
6.	Technical Capability-II	The bidder must have designed/ developed or should be currently managing Online Travel Aggregator (OTA) portals/ ticket booking applications for self or other organization successfully in any geography region having 1,00,000 average successful transactions annual since April 2020.	a. If managing for self: Annexure-6 + CA Certificate with CA's Registration Number/ Seal and UDIN with the specific requirement mentioned in this criteria or b. If managing for other organization: Annexure-6 + Contract Agreement/ Work Order + Satisfactory performance certificate with the specific requirement mentioned in this criteria as per the



S.No.	Basic Requirement	Specific Requirements	Documents Required
			contract signed with the client <b>or</b> Invoices including payment realisation document (bank statement) with CA certificate
7.	Tax registration	The bidder should have a registered number of i.) Income Tax / PAN number ii.) GSTN where his business is located  Note: Any certificate should belong to a date not later than the last day of bid submission.	Copies of relevant certificates of registration
8.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-7: Self-Declaration
10.	Project Understanding	A proposal document on understanding of the scope of the project mentioned in the RFP	A self-certified proposal document with the details as per Annexure- 17

**3.2. Technical Evaluation Criteria:**

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

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

S.No.	Criteria	Parameters	Max. Score
1	Demonstrable Capability	Details of any one project executed (Mentioned in bid) with the key features of the project on the following aspects:	1
		<ul style="list-style-type: none"> <li>Comprehensiveness of reach of delivery channels</li> </ul>	2
		<ul style="list-style-type: none"> <li>Bottlenecks/ Challenges/Constraints Faced</li> </ul>	2
		<ul style="list-style-type: none"> <li>USP of Solution on: -                             <ul style="list-style-type: none"> <li>Scalability &amp; Configurability</li> <li>Extent of Customization</li> <li>Usage of emerging technologies (AI/ML, Block Chain, Cloud Computing etc.)</li> </ul> </li> </ul>	3
		<ul style="list-style-type: none"> <li>Benefits &amp; Enhancement of Productivity                             <ul style="list-style-type: none"> <li>Process Automation/ Extent of Manual Intervention</li> <li>Operational &amp; Cost Efficiency</li> </ul> </li> </ul>	2
		<b>(3 Mins with max. 4 slides)</b>	<b>10</b>
2	Client Details	<ul style="list-style-type: none"> <li>Type of Client: Government/ International Donor/UN Agencies/ National Corporate Company/ Multinational Corporate Companies or both with geographical existence in any geography (APAC—Asia Pacific; EMEA—Europe, Middle East and Africa; LAD—Latin America Division; NA—North America)</li> </ul>	4
		<ul style="list-style-type: none"> <li>Name &amp; Sector (tours &amp; travels/ hospitality etc.) of Client</li> </ul>	2
		<ul style="list-style-type: none"> <li>Sector-wise Service/ Solution Provided to client</li> </ul>	4
		<b>(3 Mins with max. 3 slides)</b>	<b>10</b>
3	Project Understanding	<b>A. Study &amp; Understanding of our project:</b>	5
		<ul style="list-style-type: none"> <li>Problem Statement</li> </ul>	5
		<ul style="list-style-type: none"> <li>Stakeholders &amp; Solution Requirement</li> </ul>	5
		<ul style="list-style-type: none"> <li>Scope of Project &amp; Desired outcomes</li> </ul>	5
<b>(5 Mins with max. 3 slides)</b>			<b>15</b>

S.No.	Criteria	Parameters	Max. Score
4	Project Implementation	<b>A. Solutioning:</b> <ul style="list-style-type: none"> <li>• Solution Architecture w.r.t.: <ul style="list-style-type: none"> <li>▪ Requirement, scope and outcomes</li> </ul> </li> </ul>	2
		<ul style="list-style-type: none"> <li>▪ User Centricity &amp; Convenience</li> </ul>	2
		<ul style="list-style-type: none"> <li>▪ Finance Management: payment/ cancellation/ refunds/ reconciliation etc.</li> </ul>	2
		<ul style="list-style-type: none"> <li>▪ Grievance Redressal Mechanism</li> </ul>	2
		<ul style="list-style-type: none"> <li>• Technology Platform: <ul style="list-style-type: none"> <li>▪ Description</li> </ul> </li> </ul>	2
		<ul style="list-style-type: none"> <li>▪ Security: - Information, security, access etc.</li> </ul>	2
		<ul style="list-style-type: none"> <li>▪ Configurability, Interoperability &amp; Replicability</li> </ul>	2
		<ul style="list-style-type: none"> <li>▪ Scalability, Reliability and Flexibility</li> </ul>	2
		<ul style="list-style-type: none"> <li>• Value Proposition with innovations &amp; Compliances with standards</li> </ul>	4
		<b>B. Sustainability:</b> <ul style="list-style-type: none"> <li>• Probable Business Use cases</li> </ul>	4
		<ul style="list-style-type: none"> <li>• Probable Risks and mitigation plan</li> </ul>	5
		<ul style="list-style-type: none"> <li>• Operational &amp; Cost Effectiveness</li> </ul>	5
		<ul style="list-style-type: none"> <li>• Efficiency Enhancement: <ul style="list-style-type: none"> <li>▪ Volume of Visitors/ Users and transactions</li> <li>▪ Coping with transaction volume growth</li> <li>▪ Time Taken and accuracy of output of transaction</li> </ul> </li> </ul>	6
		<b>C. Detailed approach &amp; methodology:</b> <ul style="list-style-type: none"> <li>• Approach for baseline study &amp; problem identification</li> </ul>	3
<ul style="list-style-type: none"> <li>• Design, Development &amp; Roll out/ Implementation Model</li> </ul>	5		

S.No.	Criteria	Parameters	Max. Score
		<ul style="list-style-type: none"> <li>Risk Management Model</li> </ul>	5
		<ul style="list-style-type: none"> <li>Communication and dissemination strategy</li> </ul>	3
		<ul style="list-style-type: none"> <li>Appropriate Delegation and accountability of stakeholders</li> </ul>	2
		<ul style="list-style-type: none"> <li>Manpower with project escalation matrix</li> </ul>	5
		<ul style="list-style-type: none"> <li>Capacity Building and Organizational Sustainability</li> </ul>	2
		<b>(30 mins with max 15 slides for sub section B, C &amp; D under Section 3 of this table)</b>	<b>65</b>
		<b>Q &amp; A- 5 Mins</b>	
<b>Total</b>			<b>100</b>

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

- a) Scoring shall be done by the technical evaluation committee on the technical presentation and document submitted for the above-mentioned Technical Qualification Criteria.
- b) Marking for a given criteria may be given based upon sufficient proof towards said criteria based on demonstration of the same in the presentation.
- c) Each technical bid will be assigned a technical score out of a maximum of 100 marks as per the aforesaid technical evaluation criteria table. Bidders who score a technical score of 75% and above with a minimum of 65% marks in each criteria of the Technical Evaluation Criteria will qualify for the next stage i.e. financial bid opening.

**3.3. Additional provisions for qualifications:**

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

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

**3.3.3.** RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012, procurement rules 2013 and subsequent amendments.

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

With the strategic objective to increase tourist footfall in the state, the Department of Tourism intends to partner with leading tourism industry player (s) to facilitate:

- Tourist management
- Product service management
- Branding, marketing & promotion
- Content enhancement
- Business process re-engineering
- Linkages/ collaboration with local markets
- Linkages/ collaboration with national & international OTAs/ Tours & Travel Guides/ Hoteliers/ Tour Operators/ Shopkeepers/ Transporters etc.
- Integration with Social media platforms for tourist feedback assessment
- Campaigning for popular sites and
- On line portal for various tourist sites bookings, scheduling, multi-site clubbed visits and ticket for memories.

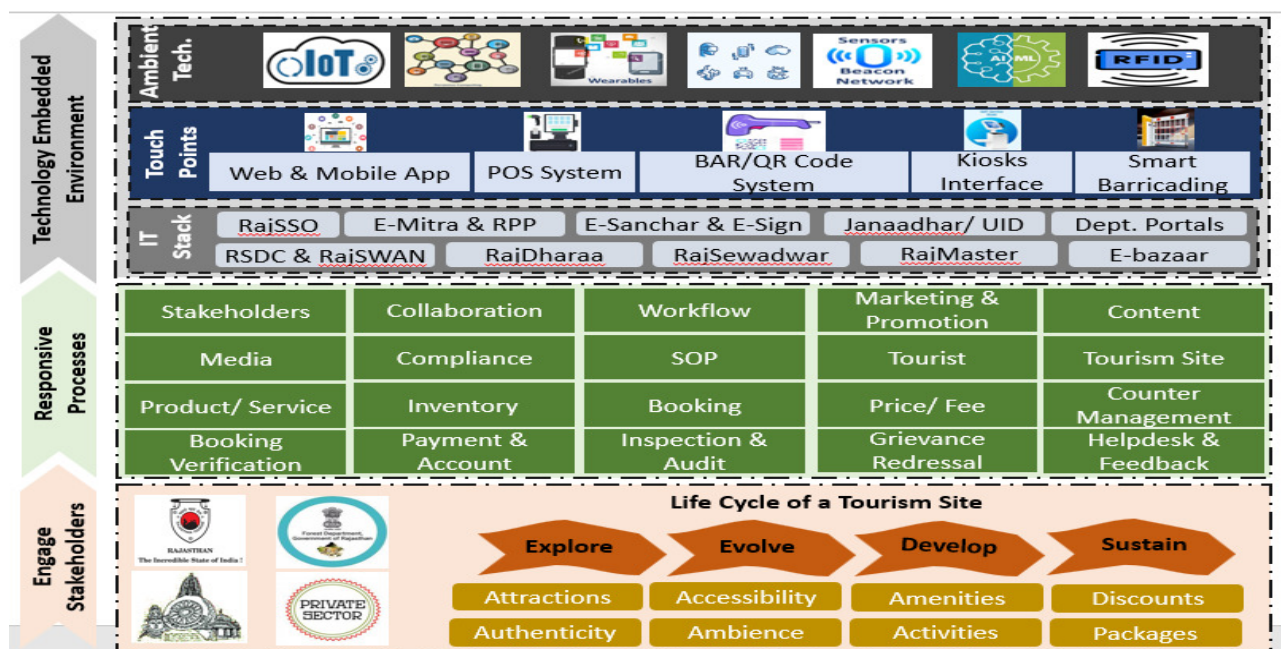
These objectives have been delineated only for the purpose of initial understanding of the scope. However, suggestions for further incorporation of additional pointers and implementation will be the major task of the partner on a long term and regular basis.

Rajasthan Tourism Development Corporation (RTDC), Archaeology& Museums Department/ Forest Department etc. and private entities (Hotel/ Guide/ Travel Agencies/ Owner of private tourism sites etc.), are likely stakeholders for the purpose.

All the above referred objectives, required services, stakeholders and required features of the solution (as mentioned in the RFP document) for promotion/ marketing of Rajasthan tourism and increase tourist footfall, state needs to leverage SMART TOURISM concept based on informativeness, accessibility, interactivity and personalization.

#### 4.1. Detailed scope of work:

RISL plans to engage a competent agency for providing services for design, development & implementation of required processes/ services/ solutions under various sections of the following tentative framework



and Operations & Maintenance for various departments & Organizations or any other stakeholders to promote tourism of Rajasthan state.

The selected bidder will be responsible to increase tourist footfall in Rajasthan state and improve satisfaction level of travellers/ tourists.

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

#### **4.1.1. Engage Stakeholders:**

The engagement of stakeholders includes but not limited to identify, prioritise, onboard the stakeholders, their respective tourism sites, products/ services, users & their respective role with hierarchy in the stakeholder's organization as well as in the system etc.

The selected bidder will perform all activities related to tourism site's life cycle by keeping interest of tourists in center and engage stakeholders of tourism industry (Government Departments and Private Sector Service Providers) to make offerings of their respective products or services as per current market trend of tourism.

The selected bidder will majorly perform overall governance activities to promote and develop tourism at each site of Rajasthan State for it's life cycle such as:

##### **4.1.1.1. Explore:**

The selected bidder should facilitate Rajasthan state tourism to explore or identify existing and new tourism sites in various categories such as natural/ environmental destinations/ archeological sites/ events/ man made sites etc. or any other requirement criteria as per trending interest of tourists and Rajasthan state.

The selected bidder will collect and disseminate information of "**Attractions**" at tourism sites by categorizing them in "Primary" and "Secondary" attractions. The primary attractions would be "Forts"/ "Sanctuaries"/ "Museums"/ "Cultural, religious, aesthetic nature or events"/ "Amusement Parks" etc. and secondary attractions would be local cuisines, handicrafts, sound and light shows etc.

In addition to the information about the attraction, the information related to "**Accessibility**" of the attractions such as public transports/ railways/ air connectivity etc. will also be added by the selected bidder to enhance **informativeness** to facilitate tourists to choose the destination for visit planning.

##### **4.1.1.2. Evolve:**

The selected bidder will collect and disseminate information about the "**Amenities**" in near proximity of such as local tour guides, local vendors speaking tourist's language, banking and forex services, postal services, tourist police and other security services, shopping and souvenir item's availability, mobile network and internet connectivity services, availability of tourist information and facilitation centres, facilitation services at airports and railway stations, que management services at the monuments, availability of online tickets and reservation, luxury and economic hotels/ transportation facilities etc. available for tourists.

The selected bidder will also collect, disseminate and integrate information of various "**Activities**" such as adventure games, local tracks, camping etc. to prepare "**Packages**" or "**Discounted Offerings**" of tourism sites/ attractions/ tours/ travel/ amenities/ transportations/ hotels etc. offered by various stakeholders for tourists can also be provided on the portal to explore more about the tourism in the state.

#### 4.1.1.3. Develop:

The selected bidder will also ensure the information collected and disseminated for tourists is from authenticated sources/ stakeholders. The selected bidder will also ensure that the onboarded stakeholders/ sources are “**Authenticated**” and bound to provide all services/ products purchased by tourist as per offerings made by them. The authentication of various stakeholders will also help to increase tourist’s trust and **interactivity** will enhance satisfaction level of the tourist.

The selected bidder will facilitate tourists to interact/ communicate with various stakeholders such as authorities/ service providers/ security officials etc. for more information/ grievance redressal / processes/ packages etc. to create a safe/secure “**Ambience**” for tourist in Rajasthan State.

#### 4.1.1.4. Sustain:

The selected bidder will prepare and implement **marketing and promotional strategy** for short term (one month to two years), long term (3-5 or more years) and seasonal (winter/ summer/ festive seasons etc.) for identical tourism sites/ individual tourism site/ overall Rajasthan tourism to attract new tourists and repeat tourists.

The selected bidder will design, develop and implement strategies documentation, social media management, content management, SEO management, helpdesk/ call centre management etc. about various type of tourism such as domestic, health & wellness, alternative, dark, countryside, business, educational, medical, booze, ancestry, experimental, food, wildlife etc. to enhance outreach to inbound and outbound tourists digitally as well as personally.

The selected bidder will design and implement promotional and development offers for tourists to keep tourism live and growing on stagnated tourism sites. These offers would also be made voluntarily or on demand or tailored for group of tourists / individual tourist which may enhance personalization of Rajasthan tourism.

#### 4.1.2. Responsive Processes:

The selected bidder will be responsible to define and implement processes for each stakeholder to facilitate tourist as well as to promote Rajasthan Tourism at internal, domestic and international level considering responsiveness and compliances according to industry standards, norms & regulations and latest trends of tourism.

The selected bidder will introduce and implement new processes and re-define or re-structure or re-engineer existing processes under various categories of processes at any time during the entire period of contract. Broadly, the tentative process categories include but not limited to:

##### 4.1.2.1. Stakeholder Management:

In this category of processes, the selected bidder will identify stakeholders who are directly or indirectly associated with Rajasthan tourism. After identification of the stakeholders and their nature of business or association with Rajasthan tourism, the selected bidder will define and implement processes of engagement, onboarding, hierarchy etc.



**4.1.2.2. Integration/ Collaboration Management:**

The selected bidder should also define methods or processes to integrate with systems of various stakeholders as well as collaboration agreements/ mechanism on services/ offerings/ transaction/ revenue sharing etc. The integration/ collaboration will include but not limited with OTA service providers, chanel partners, tourism agencies, government tourism departments of other states/ country etc.

**4.1.2.3. Workflow Management:**

The selected bidder will introduce, define and implement processes related to workflow for various services/ responsibilities to be adhered by the various stakeholder.

**4.1.2.4. Marketing & Promotional Activity Management:**

The selected bidder will define and implement processes or sub processes for marketing & promotional activities to promote tourism of Rajasthan state at domestic and international level. The processes include but not limited to strategizing, organizing & implementing activities such as events/ packages/ discounts/ personalization/ ads/ campaigns/ SEO etc., assessing & evaluate the results of performed activities etc.

**4.1.2.5. Content Management:**

The selected bidder will define and implement processes or subprocesses of content management for SEO keywords/ IEC materials/ Blogs/ social media channels (Facebook/ Twitter/ Instagram etc.)/ the services/ packages/ attractions/ tourism activities/ SOPs/ Compliances etc. related to Rajasthan tourism (tourism sites, nearby amenities/ other attractions such as shops/ adventure activities/ cuisines etc.) in the form of video, audio, text and image. The information will be available to portal visitor as per the interest shown by the visitor while selecting/ exploring any tourism site.

**4.1.2.6. Media Management (Digital & Print)**

The selected bidder will be responsible to create and implement processes of management of digital as well as print media. The processes include but not limited digital/ print/ physical (workshops/ trainings/ events etc.) outreach strategy, Mass Media Network Platform Query Management & Online Reputation Management, Listening, Monitoring and Media Tracking, blog management, article management, Expansion (Amplification) management, reporting management, data security & fraud prevention management etc.

**4.1.2.7. Compliance Management:**

The selected bidder will define and implement processes of compliances, policies, regulations etc. to make Rajasthan tourism more viable, safe, secure considering interest/ business cases of the stakeholders associated with Rajasthan tourism to provide services/ offerings to tourists.

**4.1.2.8. Standard Operating Procedure (SOPs) Management:**

The selected bidder will define and implement the processes of SOPs creation and implementation for various activities to performed by various stakeholders. These SOPs may be related to tourism promotions/ content management/ bookings/ refunds/ payments etc.

#### 4.1.2.9. Tourist Management:

The selected bidder will define and implement processes to manage tourist such as categorization and grouping of tourists based on their interest, tourism services, geographical area, feedback/ complaints etc., periodic/ individual or coherent requirement analysis of tourists for further planning for footfall enhancement.

#### 4.1.2.10. Tourism Site Management:

The selected bidder will define and implement processes of creation/ updation of tourism sites along with defining categories and subcategories applicable in their respective department/organization/ stakeholder of Rajasthan Tourism. The selected bidder will also perform all activities defined for development and promotion of tourism as per tourism site life cycle.

#### 4.1.2.11. Product/ Service Management:

The selected bidder will define and implement processes of **Create/ Update Products/ Services, Grouping** along with **defining categories and subcategories** applicable in the respective department/organization/ stakeholders of Rajasthan tourism.

These products/ services under tourism sector will be the combination of natural, cultural and man-made resources, attractions, facilities, services and activities which includes but not limited to camping facility/ safari/ accommodation/ site visits/ transportation/ guiding etc.

#### 4.1.2.12. Inventory Management:

The selected bidder will define and implement processes of **Create/ Update inventory of Products/ Services, grouping of the inventory w.r.t. grouping visitors, apply duration/ season, transfer or adjustments between inventory groups along with defining categories and subcategories** applicable in the respective department/organization/ stakeholders of Rajasthan tourism.

In case of any **promotional events/ to define packages**, the process of **blocking the inventory for particular duration/ season for particular group of tourists on special prices** will also be defined and implemented by the selected bidder.

The selected bidder will also provide services to manage inventory at various OTA platforms to stakeholders of Rajasthan Tourism.

#### 4.1.2.13. Booking Management:

The selected bidder will define and implement processes of booking types based on individual and composite places/ products/ services/ offerings of various stakeholders, trend of tourist's/ group of tourist's interests, seasons, applicable durations etc.

#### 4.1.2.14. Price/ Fee Management:

The selected bidder will define and implement processes of **Create/ Update/ Map Price Master with Products/ services, define prices/ rates of products/ services/ promotional events/ packages** along with **defining categories and subcategories** applicable in the respective department/organization/ stakeholders of Rajasthan tourism.

**4.1.2.15. Counter Management:**

The selected bidder will define and implement processes of issue tickets/ boarding passes on counter (departmental/ organizational authorized kiosks) as per the quota allotted to them, queue management, crown handling, grievance redressal etc. applicable in the respective department/organization/ stakeholders of Rajasthan tourism.

**4.1.2.16. Ticket/ Booking Verification Management:**

The selected bidder will define and implement processes of verify tickets at the time of entrance/ issuance of boarding passes applicable in the respective department/organization/ stakeholders of Rajasthan tourism.

**4.1.2.17. Payment and Account Management:**

The selected bidder will define and implement processes of manage payment receipts- deposits/ cancellation requests/ refund, define policies of cancellation/ refund/ receipts/ deposits if any, payment reconciliation of the transactions, taxes etc. applicable in the respective department/organization/ stakeholders of Rajasthan tourism.

**4.1.2.18. Inspection & Audit Management:**

The selected bidder will define and implement processes of inspection & audit at tourism sites/ service areas to assess periodic or on demand quality assurance of services/ products/ offerings made by various stakeholders of Rajasthan Tourism.

**4.1.2.19. Grievance Redressal System:**

The Selected bidder will define and implement processes of grievance registration and redressal according to role & responsibilities of stakeholders associated directly or indirectly with Rajasthan Tourism. The grievances related to this project's stakeholders will be taken care by the selected bidder and will be addressed in coordination with respective stakeholder as per the defined process.

**4.1.2.20. Helpdesk Management:**

The selected bidder will define and implement processes of create/ update categories of queries, FAQs, grievance redressal mechanism, defining SLAs, Alerts mechanism etc. applicable in the respective department/organization/ stakeholders of Rajasthan tourism.

**4.1.3. Technology Embedded Environment:**

The selected bidder will provide a comprehensive, dynamic, scalable, configurable & integrable multilingual (For multilingual details please refer Abbreviation & definition section) web and mobile technology-based solution embedded with Rajasthan IT stack, multiple touch points (kiosks, POS, BAR/QR code system, smart barricading etc), ambient intelligence (multi lingual AI based chatbot & keyword search support and compatible & integrable with IOT/ sensors/ RFID/ AR-VR devices & content etc. to receive and share information) to accommodate processes to be defined and implemented to ) to enrich user experience. The solution must be in compliance with IT architecture/ policy of DOIT&C, MEITY, GIGW guidelines and any other industry standards for security and accessibility.

The broad requirement is to have the solution in place to manage tourism sites and stakeholders with their respective activities. The tentative functional & technical requirement are mentioned at Annexure-17.

The system will be clearly defined in two parts/ subsystems:

### 1. Administration Section:

This subsystem will be consisting of following tentative modules:

1. Stakeholder Onboarding management
2. Hierarchy Management
3. Tourist Site Management
4. Product/ Service Management
5. Inventory Management
6. Price & Fee Management
7. Compliance/ SOP Management
8. Content Management
9. Inspection & Audit management

### 2. Field Management Section:

This subsystem will be consisting of following tentative modules:

1. Tourist Management
2. Online & Counter Booking Management
3. Ticket Verification & Queue Management
4. Payment, Cancellation & Refund Management
5. Payment Reconciliation Management
6. Helpdesk Management

Along with following base modules (As and when required):

Role & Access Management, Master Management, Workflow Management, SLA & Alert Management, MIS/ Report Management, Unified Dashboards, Integrations etc.

These two subsystems are expected to work as a single integrated solution but need to function discretely also.

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

1. Onboarding & configuration of user departments/ organizations/ stakeholders
2. Multi layered hierarchy management of Stakeholders such as various departments, Vendors, moderators/ Admins, window booking admin/ individual travellers/ corporate travellers or any other stakeholders
3. Creation & mapping of tourism sites/ service areas including but not limited to tourism sites/ hotels/ home stays/ any tourism related activities as per the Organizational Hierarchy
4. Creation, assigning and mapping of Users (SSOIDs) of all user departments and respective stakeholdersto establish required workflow
5. Role based user management to provide the limited access of the system to any user.
6. Centralized database driven system to keep tickets booking, availability, cancellation in sync.
7. Unified dashboards and comprehensive MIS for decision makers and operational users across user departments
8. Ability to configure automated alerts/ notifications through multiple communication channels (SMS, e-Mail, whatsapp, telegram etc.), to track day to day operations such as ticket availability/booked, accounting/consolidation of tickets/ packages/ scheduled reminders etc.

9. Integrated helpdesk mechanism clothed with multilingual chatbot (For multilingual details please refer Abbreviation & definition section)
10. The solution must be equipped with self-learning algorithms to enable users to plan their visit.
11. The web and app must implement all standards for SEO/AI friendly to increase the visibility on search engines.
12. The solution will be modular and configurable to implement in part or in total for any department/ organization/stakeholder.
13. Integrable with 3<sup>rd</sup> party application as per the requirement and IT architecture of Rajasthan State

The web as well as mobile application design, development and implementation services for the above-mentioned modules shall broadly include but not limited to the following:

- (a) Defining business & system requirements
- (b) Design & Development of modules considering the requirements
- (c) Integration with other applications/ modules
- (d) Testing of Developed Modules/ Functionalities
- (e) User Acceptance Testing (UAT)
- (f) Assist RISL in Security Audit / Safe to Host Certification of Developed Modules:
- (g) Implementation and Support
- (h) Training and Capacity Building as and when required
- (i) Operations & Maintenance (O&M) Services of solution

#### **4.1.4. Operations & Maintenance Services (O&M):**

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

##### **4.1.4.1. Facility Management Services**

The FMS services includes but not limited to coordination with tourism department/ other stakeholders of the project, documentation, social media management, content management, SEO management, helpdesk management etc. and perform all activities defined in section 4.1.1., 4.1.2 & 4.1.3.

##### **4.1.4.2. O&M Services for Portal:**

The bidder shall manage complete operations and maintenance of the developed application and ensure that the developed application is bug/ error free, running smoothly and simultaneously incorporate necessary changes in the application functionality as approved by RISL. Broad activities would include: -

- (a) The bidder shall provide the minimum dedicated manpower onsite mentioned in the scope at RISL/User Department/ Other Designated Department for day-to-day operations and maintenance of the overall project as per the awarded scope of work. The bidder, if required, with prior permission from RISL, may also deploy additional manpower for smooth functioning of the project and at no extra cost.
- (b) The bidder, with the help of the deployed manpower, shall be responsible for: -
  - (a) End to end management of the helpdesk by logging and resolving the complaints of the various locations to ensure that the solution is functioning as intended and that all the problems associated with the operations are resolved satisfactorily.
  - (b) Overall administration, operations, monitoring, maintenance, MIS generation etc. of the Application

software and to ensure the desired uptime. This would also include bug fixing, content management (content collection, translation, conversion, upload), database management, minor changes to the application software, reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.

- (c) The bidder shall maintain version control and archives of source code, web site content and database.
- (d) During and after the end of the project period, the bidder shall refrain from canvassing RISL/ GoR and any of its associates with any claim for employment of the bidder's personnel deployed under the project.
- (e) The staff provided by the bidder will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time. RISL will examine the qualification, experience etc. of the personnel provided before they are put on positions. The bidder has to take approval from RISL for the proposed staff before their deployment. RISL reserve the right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.
- (f) At no time, the provided manpower should be on leave or absent from the duty without prior permission from the designated nodal officer of RISL. In case of long term absence due to sickness, leave etc. the bidder shall ensure replacements and manning of all manpower posts by without any additional liabilities to RISL. Substitute will have to be provided by the bidder against the staff proceeding on leave/ or remaining absent and should be of equal or higher qualifications/ experience.
- (g) The proposed services shall be normally manned from 9:30 AM to 6:30 PM but may vary as per the requirement throughout the project period or as decided by RISL.

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

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

- a. Addition of new functionalities/ features/ modules envisaged by the procuring entity in the existing application
- b. Third-party Application integration
- c. Modification/ up-gradation/ enhancement in the Process or functionality to fix some complex problem requests or defect fixing to upgrade the application performance.
- d. Business Intelligence Analytics & MIS Reports as per new format defined by procuring entity as per their requirement
- e. The deployed resources shall work and undertake all the above mentioned activities and beyond as per the requirement of RISL/DoIT&C.
- f. It is envisaged that the new requirements during the O&M phase would be developed on an incremental basis with the changing scenarios and requirements of RISL. The Bidder shall employ an AGILE methodology of application/ module development. Methodology of SPRINT development and approval shall broadly include the following steps:

- i. At the initial level of each SPRINT process the bidder is expected to map all the current requirements of RISL through various meetings and convert these requirements into SPRINT documents mentioning the approximate timelines for release of each points in the SPRINTs
- ii. The SPRINT document shall be reviewed by the RISL for finalization of the time period for each activity mentioned in the SPRINT
- iii. After finalization of the SPRINT, the bidder shall carry out necessary activities (including thorough testing) required for the SPRINT release within the stipulated timeframe
- iv. The SPRINT shall be released within the stipulated time period and the status of each point shall be updated to RISL for necessary verification.
- v. RISL shall conduct verification/ UAT of each requirement mentioned in the SPRINT and shall point out the failure points in the SPRINT
- vi. All the failed/ rejected points in a particular SPRINT shall automatically be included in the immediate next SPRINT for necessary rectification
- vii. The above process shall be followed for finalization and release of all subsequent SPRINTs during the entire project tenure

**4.1.5. Resource Deployment:**

- a) The bidder shall provide sufficient number of technical and functional resources of minimum required technical qualifications and experience as mentioned in the RFP.
- b) Also, it would be the responsibility of the bidder to retain the deployed manpower for the entire Contract/ Project duration or in the event of a resource leaving the employment with the bidder, the same shall be notified well advance in time to DOITC/ RISL and thereafter be immediately replaced with another resource of equivalent minimum qualifications and experience.
- c) As Hindi is Official Language of the Government of Rajasthan, the bidder has to appoint personnel having proficiency with Hindi language.
- d) The selected bidder has to provide details of each manpower to be deployed for the project in the format given at Annexure-12.
- e) The selected bidder has to deploy the following technical manpower with laptops/ connectivity with of required experience and qualification at onsite as per Annexure-11 as given below:

S.No.	Description	Quantity	
		Development Phase	O&M Phase
1	Project Manager	1 (On Site)	1 (On Site)
2	Solution Architect	1 (On Site)	1 (Initial 4 months (On Site))
3	Senior Developers	5 (On Site)	5 (On Site)
4	Senior Developers (Mobile)	2 (On Site)	2 (On Site)



5	Senior DBA	1 (On Site)	1 (On Site)
6	Senior UI/ UX Developer	1 (On Site)	1 (On Site)
7	UI/ UX Developer	1 (On Site)	1 (On Site)
8	Data Analyst	1 (On Site)	1 (On Site)
9	Finance & Account Manager	0	1 (On Site)
10	Project Coordinator cum Technical Support	2 (On Site)	5 (On Site)

- f) In addition to above, if requires additional mobile app developers/ software developers/ DBA/ Database Developers/ Designers/ Testers (QAs)/ Business Analysts/ Content Management Professionals/ SEO professionals or other required resources as per SDLC process and scopementioned in the RFP and requirements to be finalized in the project will be aligned by the selected bidder offsite. The list of resources (onsite & offsite) who will be involved in the project will be provided by the selected bidder as and when required by RISL.
- g) The selected bidder will have to deploy more technical resources for documentation, development, designing, testing, database administration, deployment or any other activity of SDLC, the selected bidder may maintain sufficient manpower any time considering scope of the work and SLAs defined in the RFP without any additional cost to RISL/DOIT&C.

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

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

Phases	Particular	Scope References
Phase-1	<ol style="list-style-type: none"> <li>1. Primary Attractions of Department of Tourism, Rajasthan</li> <li>2. Primary Attractions of Department of Forest, Rajasthan</li> <li>3. Primary Attraction of Department of Archaeological &amp; Museum Department, Rajasthan</li> </ol>	<ol style="list-style-type: none"> <li>1. Undertake activities Mentioned in Section 4.1.</li> </ol>
Phase-2	<ol style="list-style-type: none"> <li>1. Secondary Attractions of all the departments mentioned under Phase-1.</li> <li>2. Primary Services of Rajasthan Tourism Development Corporation (RTDC)</li> </ol>	
Phase-3	<ol style="list-style-type: none"> <li>1. Secondary Services of RTDC. (if Any)</li> <li>2. Other amenities/ services/ activities which have not been covered as primary &amp; secondary attractions of all the departments mentioned under Phase-1 &amp; 2. (If Any)</li> <li>3. Primary, Secondary or other attractions or services of other stakeholders (If identified during the period of Phase-1 to Phase-3)</li> </ol>	
Phase-4	<ol style="list-style-type: none"> <li>1. Operations &amp; Maintenance (O&amp;M)</li> </ol>	<ol style="list-style-type: none"> <li>1. Undertake activities Mentioned in Section 4.2.</li> </ol>

**Note:**

The selected bidder is responsible to run the entire show during the contract period with the supportive activities to be defined and re-engineered processes to increase footfall on the portal as well as tourism sites in Rajasthan state and improve satisfaction level of travellers/ tourists.



In this context, the selected bidder will prepare reports on various parameters as per latest trends of tourism sector. These parameters may include but not limited to:

- Number of visitors on OBMS portal with Average Session, Pageviews per session, Bounce Rate, Referral sources etc.
- Number of likes/ clicks on # etc. on the content published on various OBMS portal/ social media handles/ blog pages etc. with subscriber growth rate, pay per click (PPC), cost per conversion (CPC), Average Click Through Rate (CTR), Traffic to Lead Ratio, Lead to Customer Ratio etc.
- Number of transactions on OBMS portal with Conversion Rate (CR), Cart Abandonment Rate (CAR), Cart Conversion Rate (CCR), Purchase Frequency, Churn Rate, Repeat Purchase Rate (RPR)
- Satisfaction of Visitors on OBMS portal (Information/ Content/ Virtual Experience/ Accessibility / purchase transactions / onsite experience etc.) with Customer satisfaction (CSAT) Score, Net Promotor Score (NPS), Customer Retention Rate (CRR) etc.

#### **4.3. Roles & Responsibilities of Stakeholders:**

##### **4.3.1. Responsibilities of RISL**

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

##### **4.3.2. Responsibilities of User Departments**

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

##### **4.3.3. Responsibilities of the Selected Bidder:**

- a. To design, develop, test, and implement a secure, scalable solution in secure manner and in line with IT Architecture and IT policy of Govt. of Rajasthan.
- b. Adopting open, interoperable standards by following international and national industry and govt. standards.

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

#### **4.4. Project Deliverables, Milestones and Timelines**

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

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

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

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

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

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

### **5.3. Changes in the Bidding Document**

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

### **5.4. Period of Validity of Bids**

- a) Bids submitted by the Bidder shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the Bidder to extend the bid validity period for an additional specified period of

time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

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

**5.5. Format and Signing of Bid**

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

S. No.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder’s letter head duly signed by authorized signatory as per Annexure-8 (FBCOVER.PDF)
2.	Financial Bid– Format	As per BoQ (.XLS) format available on e-Procurement portal (Annexure 10)

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

**5.6. Cost & Language of Bidding**

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

**5.7. Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

## 5.8. Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - a. when the bidder withdraws or modifies its bid after opening of bids;
  - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
  - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
  - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
  - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.

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

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

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective Bidder for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the Bidder for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

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

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

#### **5.11. Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the Bidder or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the Bidder or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidder' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.

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

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

- a) The selection method is Least Cost Based Selection (LCBS) considering the grand total of BOQ1 to derive L1 bidder in this tender.

#### **5.13. Clarification of Bids**

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

#### **5.14. Evaluation & Tabulation of Technical Bids**

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

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where:
  - i. "deviation" is a departure from the requirements specified in the bidding document;
  - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
  - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
  - i. if accepted, shall:-

1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
  2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
- ii. if rectified, shall unfairly affect the competitive position of other Bidder presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

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

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

**c) Tabulation of Technical Bids**

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

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

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

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



OR

For two part/ cover Bid system, the financial Bids of the Bidder who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the Bidder or their representatives who choose to be present>;

- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the Bidder, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order. In case quality is also a criteria and the combined score of technical and financial evaluation is considered.
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

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

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

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

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

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

**5.18. Negotiations**

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

**5.19. Exclusion of Bids/ Disqualification**

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

- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
  - a. communicated to the concerned bidder in writing;
  - b. published on the State Public Procurement Portal, if applicable.

#### **5.20. Lack of competition**

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

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

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

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

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

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

#### **5.23. Right to vary quantity**

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

#### **5.24. Performance Security:**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful Bidder except the departments of the State Government and undertakings, corporations, autonomous bodies,

registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.

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

#### **5.25. Additional Performance Security:**

In addition to Performance Security as specified above, an additional performance security shall also be taken from the successful bidder in case of unbalanced bid according to the rule 75A of RTPP rules. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount.

The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

**For the purpose of this rule:**

- a. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c. Unbalanced Bid Amount means positive difference of eighty-five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- d. The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder.

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

**5.27. Confidentiality**

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

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

#### **5.28. Cancellation of procurement process**

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

#### **5.29. Code of Integrity for Bidder**

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
  - a. Prohibiting
    - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
    - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;



- iv. improper use of information shared between the procuring entity and the Bidder with an intent to gain unfair advantage in the procurement process or for personal gain;
  - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
  - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - vii. any obstruction of any investigation or audit of a procurement process;
  - b. disclosure of conflict of interest;
  - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:
- - a. exclusion of the bidder from the procurement process;
  - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
  - c. forfeiture or encashment of any other security or bond relating to the procurement;
  - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
  - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
  - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

### **5.30. Interference with Procurement Process**

A bidder, who: -

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

### **5.31. Appeals**

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

- a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
- b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be : First Appellate Authority: Additional Chief Secretary, IT&C, GoR  
Second Appellate Authority: Finance Department, GoR
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-10 along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
  - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
  - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
    - i. hear all the parties to appeal present before him; and
    - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.

- c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### 5.32. Stay of procurement proceedings

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

### 5.33. Vexatious Appeals & Complaints

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

### 5.34. Offenses by Firm/ Company

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

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

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

**5.35. Debarment from Bidding**

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

**5.36. Monitoring of Contract**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or in batches. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

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

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

### **Definitions**

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

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

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

### **6.1. Contract Documents**

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

## **6.2. Interpretation**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/ Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## **6.3. Language**

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

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

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

## **6.5. Notices**

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term "in writing" means communicated in written form with proof of dispatch and receipt.
- b) A Notice shall be effective when delivered or on the Notice's effective date, whichever is later.

## **6.6. Governing Law**

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

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

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

**6.8. Purchaser's Responsibilities**

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

**6.9. Contract Price**

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

**6.10. Contract Price Validity Period**

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

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

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

**6.12. Taxes & Duties**

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.



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

### **6.13. Copyright**

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

### **6.14. Confidential Information**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
- i. the Purchaser or Supplier/ Selected Bidder need to share with user department /RISL or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

### **6.15. Sub-contracting**

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.

- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

**6.16. Rejection:**

- a) Module/ sub modules of the developed software not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of user department work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected Module/ sub modules of the developed software shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection or the timeline decided by the purchase officer, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such modules/submodules of the developed software as he/she thinks fit, at the selected bidder's risk and on his account.
- d) The manpower deputed by the supplier shall be reviewed by the purchaser in terms of its qualification, experience, efficiency, cooperation, discipline and performance and services. The purchaser, upon finding any deficiency in any of the parameter, may reject any of the manpower by giving 15 days' time, as decided by the purchaser, which the selected bidder has to replace within the given time frame

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

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
  - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and

- service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
- ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the user department or RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
    - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
  - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
  - vi. If user department or RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

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

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

### 6.18. Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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

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

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

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

### 6.19. Force Majeure

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

- e) In case a Force Majeure situation occurs with the user department or RISL, the user department or RISL may take the case with the supplier/ selected bidder on similar lines.

#### **6.20. Change Orders and Contract Amendments**

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

#### **6.21. Termination**

##### **a) Termination for Default**

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
  - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
  - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

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

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

**c) Termination for Convenience**

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

**6.22. Exit Management**

**a) Preamble**

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

**b) Transfer of Assets**

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be as decided by purchaser period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.

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

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

  - i. Documentation relating to Intellectual Property Rights;
  - ii. Project related data and confidential information;



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

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

**7. SETTLEMENTS OF DISPUTES**

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

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

**8.1. Payment Terms and Schedule**

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

**Deliverable linked to Project Activity:**

S.No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule	Payment Schedule
1	Agreement Signing	→ Signed Agreement	→ T*+15 Days	→ NA
2	Onsite Team Deployment	→ Deployment/ Joining Report of Team	→ T1 <sup>s</sup> = T+30 Days	→ NA
3	<b>Phase-1</b> 1. Undertake activities Mentioned in Section 4.1.1. to 4.1.3. & 4.1.5 of Scope of Work	→ Detailed plan and business use cases for entire Rajasthan Tourism → Submission of URS report → Sign off from RISL on URS	→ T2 = T1+ 180 Days	→ 80 % of Quoted cost at S.No.1 of BOQ1 of Financial Bid (Study, Design & Development Cost)
4	<b>Phase-2</b> 1. Undertake activities Mentioned in Section 4.1.1. to 4.1.3. & 4.1.5 of Scope of Work	→ Test Cases & Test Report → Configuration & Deployment document with final source code in two sets of DVDs along with source code and/or license of third-party API/any other software used		
5	<b>Phase-3</b> 1. Undertake activities Mentioned in Section 4.1.1. to 4.1.3. & 4.1.5 of Scope of Work	→ UAT Report → Certificate for Go-live by RISL → Monthly Attendance Report of Onsite Deployed Manpower		
6	<b>Phase-4</b> 1. Undertake activities Mentioned in Section 4.1.4.2. of Scope of Work	→ Quarterly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved/ Attendance Report of onsite deployed manpower → SPRINT document with defined responsibilities and timeline of completion for each enhancement/ requirement and bugs being reported (In case of new Development during	→ Within 30 days of passing of each quarter starting from the date of go-live of Phase-3	→ Remaining 20% of Quoted cost at S.No.1 of BOQ1 of Financial Bid (Study, Design & Development Cost) + 100% of Quoted cost at S.No.2 of BOQ1 of Financial Bid (Operations & Maintenance Cost) will be equally spread over 5 years

S.No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule	Payment Schedule
		O&M period)		payable quarterly.  → Note: O&M Cost will be paid quarterly after making adjustments for penalties as per SLA/ Performance

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

***<sup>s</sup>T1 = Penalties mentioned under the clause vide no 8.2.4. Penalty on absence of Resources will be applicable on delay in deployment of onsite manpower.***

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

A. In addition to above mentioned payment milestone, RISL intends to incentivize selected bidder's effort to enhance footfall, tourist experience and transaction growth on OBMS portal, RISL will share it's revenue over and above quoted price as per BOQ. This incentivization will be applicable only for the excess sale collected over & above total transaction Amount of sale of INR 100 Cr. in first year, INR 110 Cr. in second year and INR 120 Cr. in third year respectively of O&M period of the project through the transactions held on OBMS portal. The revenue sharing will be on 50:50 basis over & above the slabs as mentioned above per transaction being accrued to RISL.

To explain the concept following hypothetical usecase may be used:

1. If Total Transaction Amount of sale on OBMS is INR 120 Cr. in a Year.

and

then, RISL Revenue on INR 20 Cr. sale @ 2.5% is INR 50 Lacs in the Year.

2. And, share of the selected Bidder in the Year will be INR 25 Lacs out of RISL Revenue (It may vary as per prevailing rate of RISL revenue).

B. The bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.

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

D. All remittance charges will be borne by the bidder.

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

F. Any payment of submitted invoices will only be processed once the sign-off will be provided by RISL on the required submitted deliverables as per RFP.

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

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

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

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

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

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

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

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

Overall Non-Availability/ Non-accessibility	Penalty in % of the quarterly payable amount	
	PBH	NPBH
upto 2 Hr	No Penalty	No Penalty
upto 4 Hrs	2 %	1 %
upto 8 Hrs	6 %	5%
upto 12 Hrs/ 1 Day	10%	9%
> 12 Hrs/ 1 Day	10% and additional 10% per additional 12 Hrs/ 1 Day downtime (subject to max 50%)	9% per day and additional 9% per additional 12 Hrs/ 1 Day downtime (subject to max 50%)
Note: Down-time of 5 days in a month for consecutive 2 months may be treated as breach of contract. Also, the penalty defined in this section shall be used only when the software/ application is		

not accessible/ functional/ active but the hardware is functional at the respective site.

- Note:**
- a. Prime Business Hours (PBH): 05:00 AM to 09:00 PM (16 Hours)
  - b. Non-Prime Business Hours (NPBH): 09:00 PM to 05:00 AM (8 Hours)
  - c. Non-availability/ non-accessibility of the application will be considered if any module/ sub-module/ functionality/ services of the deployed application is not available/ accessed by any individual/ group of users of the application.

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

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

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

**8.2.3. Penalty for replacement / Exit of a resource**

- Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer. If any resource is changed/replaced with the approval of Purchaser, no penalty will be levied.
- In case of continuous/ severe illness of the resource, the bidder is allowed (without penalty) to replace the resource.
- In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- The replaced resource will be accepted by the purchaser (RISL) only if he/she fulfills the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL). The supplier will have to replace a resource within 30 days or any other period specified by the bidder.



- The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:
  1. Within 6 Month: Rs. 10,000 (Rupees Ten Thousand Only) per resource per instance.
  2. After 6 Months and upto 1 Year: Rs. 5,000 (Rupees Five Thousand) per Resource
  3. After 1 Year: Rs. 3,000 (Rupees Three Thousand) per Resource
- Purchaser is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice to supplier/bidder.

**8.2.4. Penalty on absence of Resources**

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

S.No.	Resource Deployment Description	Penalty on non-availability of resource per day
1	Project Manager	Rs. 5000/-
2	Solution Architect	Rs. 4000/-
3	Senior Developers	Rs. 2000/-
4	Senior Developers (Mobile)	Rs. 2000/-
5	Senior DBA	Rs. 2000/-
6	Senior UI/UX Developers	Rs. 2000/-
7	UI/UX Developers	Rs. 1000/-
8	Data Analyst	Rs. 1000/-
9	Digital Analyst/Social Media Analyst	Rs. 2000/-
10	Motion Designers/Video Editors	Rs. 2000/-
11	Senior Graphic Designer	Rs. 2000/-
12	Content Manager	Rs. 2000/-
13	Content Writers	Rs. 2000/-
14	Social Media Developers	Rs. 2000/-

15	SEO Manager	Rs. 2000/-
16	Legal Manager	Rs. 2000/-
17	Finance & Account Manager	Rs. 2000/-
18	Project Coordinator cum Technical Support	Rs. 1000/-

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

**8.3. Quality of Services**

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

**8.4. Special Conditions of the Bid**

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

- c) Resource shall get prior approval of purchaser before leaving headquarter, even if it is on a holiday

#### **8.5. Change Requests/ Management**

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

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

Date:

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

Full name of authorized representative:

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

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

Sir,

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

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

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

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

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

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

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

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

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

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

Witness Signature: Witness Name:

Witness Address:

**ANNEXURE-2: TECHNICAL BID DOCUMENTS**

S.No.	Particular	List of Documents (To be filled by bidder)	Reference Page No. (To be filled by bidder)
	<b>Fee Details</b>		
1.	Technical Bid Cover letter, Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (FEE.PDF) • Scanned copy of Fee Receipt/DD/Banker Cheque Along with Annexure-1 (Technical Bid cover letter)	
<b>Eligibility Documents (As per Clause no. 3.1. Pre-Qualification Criteria)</b>			
2.	Bidder's Authorisation Certificate	a. As per Annexure-3 b. copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm. (AUTH.PDF)	
3.	Certificate of Conformity/ Deviation No	As per Annexure-4 (PDF)	
4.	Legal Entity	a. Copy of valid Registration Certificates or Copy of Certificates of incorporation b. Copy of Certificate of Name Change (If any) c. Consortium agreement as per Annexure-13 (If applicable)	
5	Compliance to Land Border Policy	Copy of undertaking as per Annexure-5. Or Copy of Registration with the Industries Department of the Government of Rajasthan	
6.	Financial-I: Turnover	CA Certificate with CA's Registration Number/ Seal and UDIN (As per Annexure-16)	
7.	Financial-II: Net Worth	CA Certificate with CA's Registration Number/ Seal and UDIN (As per Annexure-16)	
8.	Technical Capability-I & II	Project-wise (Upto Three Projects) set of documents as follows: a. Annexure-6 per project reference And A Set of documents mentioned in section 3.1. for the criteria	
9.	Tax registration	a. Income Tax / PAN number GSTN where his business is located	
10.	Mandatory Undertaking	A Self Certified letter as per Annexure-7: Self-Declaration	
11.	Project Understanding	A self-certified proposal document with the details as per Annexure- 17	
13.	Others (if any)	Other Documents which are left above as per the RFP	

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

To,

{Procuring entity},

\_\_\_\_\_;

\_\_\_\_\_;

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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



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

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

To,

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

**CERTIFICATE**

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

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

{to be filled by the bidder}

To,

{Procuring entity},

\_\_\_\_\_

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Name of the Organization: -

Registered Officer Address: -

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

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

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

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

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

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

(3) Normally the procedure of International Competitive Bidding (ICB) for Government Bids upto Rs. 200 crores shall not be allowed. In case, International Competitive Bidding is to be adopted for Government

Bids below Rs. 200 crores, then prior approval of the Finance Department shall be obtained. International Competitive Bidding may be adopted in Government bids above Rs. 200 crores if the subject matter of procurement is such that in the opinion of the procuring entity, it will be in the public interest to adopt International Competitive Bidding, after recording reasons.

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

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

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

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

- (b) A subsidiary of an entity incorporated, established or registered in such a country;
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country;
- (d) An entity whose beneficial owner's situated in such a country;
- (e) An Indian (or other) agent of such an entity;
- (f) A natural person who is a citizen of such a country;
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above."

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

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

**ANNEXURE-7: SELF-DECLARATION**

To,

{Procuring entity},

\_\_\_\_\_

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-8: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER**

To,

{Procuring Entity},

\_\_\_\_\_

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

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:



**Financial Bid Format**

**Indicative Financial Bid Format**

- This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.}
- Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.
- GST shall be paid on actuals as per prevailing rates.
- This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only.
- The grand total of the total of quoted rates in the Table 1 shall be used for evaluation of this tender. The Table-2 is for reference purpose only
- The Bidders needs to submit their Financial Proposal at e-procurement website as per the below mentioned templates:

**Table:-1**

<b>Tender Inviting Authority: Managing Director, RISL</b>								
<b>Name of Work: RFP for Selection of Agency for Design and implementation SMART Tourism Framework with Unified Integrated Online Booking Management System (OBMS) and Operations &amp; Maintenance with related Services for a period of three Years for Tourism Department, Government of Rajasthan</b>								
<b>NIT No.: F4.3(546)/RISL/Tech/2023/316</b>						<b>Dated: 13/04/2023</b>		
<b>Bidder Name:</b>								
1	2	3	4	5	6=4X5	7	8=6X7	9 =6+8
S. No.	Description	Unit	Qty	Base Unit Cost (In INR) (Inclusive of all taxes, levies, and duties applicable but excluding GST)	Total Rate including all taxes and levies but excluding GST (In Rs.)	GST on Col. 6 (In %).	Total GST (In Rs.)	Total cost including all taxes and levies (In Rs.)
1	<b>Phase-1,2 &amp; 3:</b> Study, Design & Development Services	Lumpsum	1					
2	<b>Phase-4:</b> Operations & Maintenance (O&M) of Portal	No. of Years	3					
<b>Total in Figures</b>								
<b>Total in Words</b>								

**Table:-2**

<b>Tender Inviting Authority: Managing Director, RISL</b>								
<b>Name of Work: RFP for Selection of Agency for Design and implementation SMART Tourism Framework with Unified Integrated Online Booking Management System (OBMS) and Operations &amp;</b>								

Maintenance with related Services for a period of three Years for Tourism Department, Government of Rajasthan								
NIT No.: F4.3(546)/RISL/Tech/2023/316						Dated:13/04/2023		
Bidder Name:								
1	2	3	4	5	6=4X5	7	8=6X7	9 =6+8
S. No.	Description	Unit	Qty	Base Unit Cost (In INR) (Inclusive of all taxes, levies, and duties applicable but excluding GST)	Total Rate including all taxes and levies but excluding GST (In Rs.)	GST on Col. 6 (In %).	Total GST (In Rs.)	Total cost including all taxes and levies (In Rs.)
1	Project Manager	MM	1					
2	Solution Architect	MM	1					
3	Senior Developers	MM	1					
4	Senior Developers (Mobile)	MM	1					
5	Senior DBA	MM	1					
6	Senior UI/ UX Developer	MM	1					
7	UI/ UX Developer	MM	1					
8	Data Analyst	MM	1					
9	Digital Analyst/Social Media Analyst	MM	1					
10	Motion Designers/Video Editors	MM	1					
11	Senior Graphic Designer	MM	1					
12	Content Manager	MM	1					
13	Content Writers	MM	1					
14	Social media Developers	MM	1					
15	SEO Manger	MM	1					
16	Legal Manager	MM	1					
17	Finance & Account Manager	MM	1					
18	Project Coordinator cum Technical Support	MM	1					
<b>Total in Figures</b>								
<b>Total in Words</b>								

**ANNEXURE-9: BANK GUARANTEE FORMAT**{to be submitted by the bidder's bank}**BANK GUARANTEE FORMAT –BID SECURITY**

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

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

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB referenceno. <please specify>M/s. .... (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

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

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

2. Now, therefore, we the ..... (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. \_\_\_\_\_ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s. ....(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. \_\_\_\_\_ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify>days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

In presence of:

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

(1) .....

.....

(2) .....

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

#### GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

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

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

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

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

9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
10. We ..... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)



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

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

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

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

Place .....

Date .....

Appellant's Signature

**ANNEXURE-11- QUALIFICATION AND EXPERIENCE OF THE REQUIRED RESOURCES**

S.No.	Resource	Desirable Qualification and Experience
1	Project Manager	<ul style="list-style-type: none"> <li>• B.E/ B.Tech / MCA / MSc in Computer specialization in computers or graduation or above from correspondence/ part time with additional 4+ years of proven experience of application development/ team lead/ solution architecting.</li> <li>• Fluency in English/ Hindi</li> <li>• 10+ years' experience of managing large software development projects and must have core development skills as full stack developers. The candidate must have independently handled at least two large projects on all aspects from concept stage to implementation. They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams. They should be aware of software, mobile and telecom technology tools and deployment issues. The candidates should have strength in technology, domain and application development and process leadership quantities to lead a team</li> </ul>
2	Solution Architect	<ul style="list-style-type: none"> <li>• B.E/ B.Tech / MCA / MSc in Computer specialization in computers or graduation or above from correspondence/ part time with additional 4+ years of proven experience of application development/ team lead/ solution architecting.</li> <li>• Fluency in English/ Hindi</li> <li>• 8+ years' experience of assessing project needs in various domains. The candidate must be able to offer value addition to the projected requirements with respect to future needs and socio-economic aspects. Selection and application of technology must be strength of the candidate and must be capable of managing multiple teams and simultaneous development of various systems considering integrated requirements.</li> </ul>
3	Senior Software Developer	<ul style="list-style-type: none"> <li>• B.E/ B.Tech / MCA / MSc specialization in computers or equivalent.</li> <li>• Fluency in English/ Hindi</li> <li>• 5+ years' experience of managing large software development projects. The candidate must have independently handled at least two large projects on all aspects from concept stage to implementation. They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling project teams. They should be aware of software, mobile and telecom technology tools and deployment issues.</li> </ul> <p><b>Note: For Mobile app developer the experience should be related to mobile app related technologies.</b></p>
4	Senior DBA	<ul style="list-style-type: none"> <li>• B.E/ B.Tech / MCA / MSc specialization in computers or equivalent.</li> <li>• Fluency in English/ Hindi</li> <li>• 5+ years' experience of managing database of large software development projects. The candidate must have independently handled database of at least two large projects. They should be strong in the assessment of project needs and their resolutions, system integration, quality assurance besides handling database issues.</li> </ul>
5	Senior UI/UX Developer	<ul style="list-style-type: none"> <li>• B.E/ B.Tech /BCA/ MCA / MSc specialization in computers or equivalent.</li> <li>• Fluency in English/ Hindi</li> <li>• 5+ years' experience of UI/UX designing and implementation</li> </ul>

S.No.	Resource	Desirable Qualification and Experience
6	UI/UX Developer	<ul style="list-style-type: none"> <li>B.E/ B.Tech /BCA/ MCA / MSc specialization in computers or equivalent.</li> <li>Fluency in English/ Hindi</li> <li>3+ years' experience of UI/UX designing and implementation</li> </ul>
7	Data Analyst	<ul style="list-style-type: none"> <li>Bachelors / Master Degree</li> <li>2+ years of work experience as a Data Analyst or similar role</li> <li>Hands-on experience with analytical tools such as Tableau/ Microsoft BI/ SAS or the tool to be adopted for the OBMS solution</li> <li>In-depth understanding of designing of Dashboards/ Storyboards/ Graphical Reports etc.</li> <li>Ability to identify target audience preferences and trend analysis</li> <li>Additional qualifications in data analytics is a plus</li> </ul>
8	Digital Analyst / Social Media Analyst	<ul style="list-style-type: none"> <li>Bachelors / Master Degree (Preferably in Marketing, Communications or related field)</li> <li>5+ years of work experience as a Social Media Analyst, Social Media Coordinator or similar role</li> <li>Hands-on experience with social media platforms and digital marketing campaigns</li> <li>In-depth understanding of SEO, keyword research and Google Analytics</li> <li>Experience with social media management tools, like Buffer and Hootsuite</li> <li>Familiarity with online content (experience with WordPress and content management systems is preferred)</li> <li>Ability to identify target audience preferences and trends</li> <li>Excellent communication skills</li> <li>Time management and multitasking skills</li> <li>Additional qualifications in digital technologies or social media management are a plus</li> </ul>
9	Motion Designers / Video Editors	<ul style="list-style-type: none"> <li>Bachelor's degree in related field (fine arts, multimedia production, journalism, or social sciences) with relevant technical training in video and digital design and production.</li> <li>At least 5 years' experience in video and digital content development, with strong capabilities in graphic design and video production.</li> <li>Knowledge of Adobe Creative Cloud, specifically Premiere, After Effects, Photoshop and Illustrator required.</li> <li>Experience and/or knowledge in data visualization a plus.</li> <li>Ability to synthesize and present concepts and data for a general audience using multiple forms of media (video, animation, stills, graphics, etc.)</li> <li>Experience in short-form storytelling through various editorial techniques including cuts, transitions, timing and the effective use of sound and visuals to communicate</li> </ul>
10	Senior Graphic Designer	<ul style="list-style-type: none"> <li>Bachelor's degree in in Design, Visual Arts or relevant field</li> <li>Proven work experience as a Senior Designer, Graphic Designer or similar role</li> <li>Portfolio of completed design projects</li> <li>Hands-on experience with image editing software, like Photoshop and Adobe Illustrator</li> <li>Proficient in design software (e.g. InDesign and Balsamiq)</li> <li>Strong aesthetic skills with the ability to combine various colors, fonts and</li> </ul>

S.No.	Resource	Desirable Qualification and Experience
		layouts
11	Content Manager	<ul style="list-style-type: none"> <li>• BA/BS degree or equivalent working experience</li> <li>• 8 years of experience in producing content for the web specifically, as well as channel-specific knowledge (blog, SlideShare, Facebook, Twitter, etc.)</li> <li>• Past experience building audiences either online and offline</li> <li>• In-depth knowledge of the HubSpot or other latest Content Optimization System</li> <li>• Experience in producing smart CTAs according to the visitor lifecycle stage</li> <li>• Good time-management skills</li> <li>• Ability to multi-task</li> <li>• Strong interpersonal and communication skills</li> <li>• Critical-thinker and problem-solver</li> </ul>
12	Content Writers	<ul style="list-style-type: none"> <li>• Bachelors / Master Degree</li> <li>• 5+ Years of experience in content writing &amp; publishing at web/ blogs/social media (preferable in tourism sector)</li> <li>• Excellent communication skills, verbal as well as written</li> <li>• Positive attitude with flexibility and maturity to work in a challenging client environment</li> <li>• Ability to drive project responsibilities in a dynamic and proactive manner</li> </ul>
13	Social Media Developers	<ul style="list-style-type: none"> <li>• Bachelors / Master Degree (Preferably in Marketing)</li> <li>• Relevant field with 5 years of experience as a Social Media Specialist or similar role (preferably in tourism/ tours &amp; travel/ hospitality sector)</li> <li>• Social Media Strategist using social media for brand awareness and impressions</li> <li>• Excellent knowledge of Facebook, Twitter, LinkedIn, Pinterest, Instagram, Google+ and other social media best practices</li> <li>• Understanding of SEO and web traffic metrics</li> <li>• Experience with doing audience and buyer persona research</li> <li>• Good understanding of social media KPIs</li> <li>• Familiarity with web design and publishing</li> </ul>
14	SEO Manager	<ul style="list-style-type: none"> <li>• 5+ Years of experience in SEO including planning managing and implementing SEO strategies (preferable in tourism sector)</li> <li>• Bachelors / Master Degree</li> <li>• Excellent communication skills, verbal as well as written</li> <li>• Knowledge of standard and current SEO practices.</li> <li>• Knowledge of HTML/CSS.</li> <li>• Experience with SEO reporting.</li> <li>• Familiarity with relevant tools (e.g. Ahref, SE Ranking, MOZ) and web analytics tools (e.g. Google Analytics, WebTrends)</li> <li>• Strong organizational and leadership skills.</li> <li>• Analytical mindset with numerical aptitude.</li> <li>• Experience with other aspects of marketing, such as email marketing, affiliate marketing, and customer growth and promotion, is a plus.</li> <li>• Positive attitude with flexibility and maturity to work in a challenging client environment</li> <li>• Ability to drive project responsibilities in a dynamic and proactive manner</li> </ul>
15	Legal Manager	<ul style="list-style-type: none"> <li>• LLB having Exp: 6 years of experience in handling litigation role in tourism/ tour &amp; travel sector.</li> </ul>

S.No.	Resource	Desirable Qualification and Experience
		<ul style="list-style-type: none"> <li>Experienced in drafting of commercial contracts, agreements, legal compliance, Legal notices/ reply and handle cases in courts (consumer &amp; civil courts).</li> <li>Need to be a legal acumen, updated with latest Judgment and amendments</li> </ul>
16	Finance & Account Manager	<ul style="list-style-type: none"> <li>Bachelor's degree and 7 years related experience in maintaining Books of Accounts and other statutory records in accordance with the requirements of Companies Act, Income tax Act, GST, FERA and internal policies and procedures.</li> <li>Have managed and implemented strategic initiatives with broad impact by collaborating with key stakeholders to enhance overall performance in accordance with short and long-term objectives.</li> <li>Have prepared, reviewed and revised financial guidelines and respond to the queries of employees relating to financial and travel policy</li> <li>Have managed Statutory or other Audits of organisation with the key findings.</li> </ul>
17	Project Coordinator cum Technical Support	<ul style="list-style-type: none"> <li>Any graduate</li> <li>Fluency in English/ Hindi</li> </ul> <p>2+ years of post-qualification and relevant work experience in management/ requirement gathering/Testing coordination and implementation support of IT/ ITes projects/ Technical Support/ Testing</p>

**ANNEXURE-12: FORMAT FOR CVs**

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

**Format for the Profiles**

Proficient in languages (Against each language listed indicate if read/write/both)

**ANNEXURE-13: INDICATIVE FORMAT FOR CONSORTIUM AGREEMENT**

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

This Consortium Agreement executed on this ..... day of..... Two Thousand ..... By:

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

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

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

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

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

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

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

1. We the members in the Consortium hereby confirm that the name and style of the Consortium shall be..... Consortium.
2. M/s. .... shall act as Lead Member for self, and for and on behalf of M/s ..... (Second Member) and further declare and confirm that we shall jointly and severally be bound unto the Owner for the successful performance of the obligations under the



Request for Proposal (RFP) and resulting Contact Agreement(s) submitted / executed by the Lead Member in the event of the selection of Consortium. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any or all partners of the CONSORTIUM.

3. That M/s \_\_\_\_\_ which is the Lead Member of the Consortium shall invest and continue to invest ....% (at least 51% to be invested by Lead Bidder) interest in the Consortium for the Lock in Period (Complete Project Period) as specified in the RFP document.
4. That M/s \_\_\_\_\_, (Second Member) shall invest and continue to invest ....% interest of the Consortium for the Lock in Period (Complete Project Period) as specified in the RFP document.
5. The composition or the constitution of the consortium shall not be altered without the prior consent of GoR/RISL.
6. The roles and responsibilities of the lead bidder and the second member of the consortium for execution of various components/activities as defined in the RFP document shall be as under :

S.No.	Project Component/Activity	Roles & Responsibility of Lead Bidder	Roles & Responsibility of Second Member of Consortium

7. It is expressly agreed by the members that all members of the consortium shall be held equally responsible for the obligations under the RFP Document, Contract and this Agreement, irrespective of the specific roles/responsibilities undertaken by them.
8. For the purpose of this Agreement, the RFP Document and the Contract, the Lead Partner shall be the single point of contact for the GoR/ RISL, shall have the overall responsibility of the management of the Project and shall have single point responsibility for ensuring that all members of the consortium are complying with the terms and conditions set out in the Contract and the RFP Document.
9. All instructions/communications from PMC to the Lead Partner shall be deemed to have been duly provided to all the members of the consortium.
10. If GoR/ RISL suffers any loss or damage on account of any breach in the stipulation of the Agreements to be entered into by the Consortium Members, upon its selection pursuant to RFP (the "Agreements") or any shortfall in the performance of the Transaction or in meeting the performances guaranteed as per the RFP and the Agreements, the Consortium Members hereby jointly and severally undertake to promptly make good such loss or damages caused to GoR/ RISL on its demand without any demur or contest. The Owner shall have the right to proceed against anyone of the partners and it shall neither be necessary nor obligatory on the part of the Owner to proceed against the Lead Partner before proceeding against or dealing with the other Member.
11. The financial liability of the Consortium Members to the GoR/ RISL, with respect to any of the claims arising out of the performance or non-performance of obligations under the RFP and the resulting Agreement(s) shall not be limited so as to restrict or limit the liabilities of any of the Members and the Members shall be jointly and severally liable to GoR/RISL.
12. It is expressly agreed by the Members that all the due payments shall be made by the Owner to Lead Bidder only.
13. This Consortium agreement shall be construed and interpreted in accordance with the laws of India and the Courts of Jaipur (Rajasthan) shall have the exclusive jurisdiction in all matters arising there under.
14. It is also hereby agreed that Lead Member shall, on behalf of the Consortium shall submit the Bid and performance Security as specified by owner in the RFP document.
15. It is further agreed that this Consortium Agreement shall be irrevocable and shall continue to be enforceable till the same is discharged by GoR/RISL.
16. This Agreement shall come into force as of the date of signing and shall continue in full force and effect until the complete discharge of all obligations, concerning the carrying out of the Project, which have been taken on by the Parties under the Contract, RFP Document and under this Agreement.
17. *Any other terms and conditions not in contradiction to the RFP and above mentioned terms and conditions.*

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

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

**ANNEXURE-14: DRAFT AGREEMENT FORMAT**{to be mutually signed by bidder and procuring entity}

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

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.

2. In consideration of the payment to be made by RISL to M/s.....at the rates set forth in the LOI no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles/ services set forth thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if suppliers shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of LOI i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

Note:

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

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

Signed By:	Signed By:
()	()

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

**ANNEXURE-15: FORMAT FOR PROPOSAL DOCUMENT**

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

**ANNEXURE-16: TENTATIVE CA CERTIFICATE FORMAT FOR ANNUAL TURNOVER & NETWORTH**

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

**TO WHOMSOEVER IT MAY CONCERN**

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

Financial Year	Turnover (Rupees in Crores)
Average Annual Turnover	

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

For <CA's Firm Name>

Seal/Stamp & Sign

Name of CA:

M.No.:

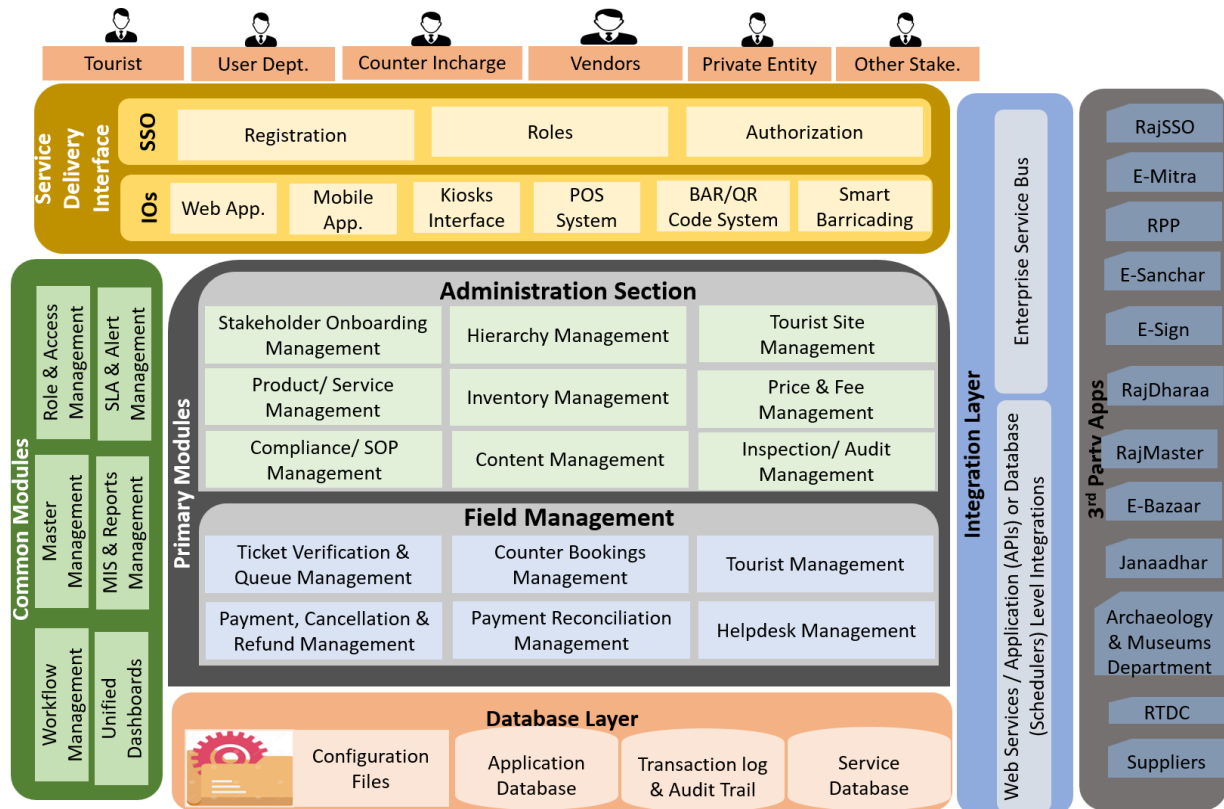
UDIN

Date

**ANNEXURE-17: INDICATIVE REQUIREMENTS & TECHNICAL SPECIFICATIONS/ STANDARDS:**

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

The tentative/ indicative functional architecture of the OBMS application to cover all required processes is given below:



**1.1. System Actors:**

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

**1.1.1. Citizen/ Tourist:**

The end customer will be tourist who will buy/ receive services of tourism sites. The tourist will be able to search, plan, book and visit the tourism sites as per the information available at the portal. The helpdesk module will also help to navigate tourist to reach at right point of contact for any help or query related to tourism in the Rajasthan.

**1.1.2. User Departments:**

The users of the various departments/ government organizations at various roles (admins/ active/ passive) who will perform various tasks such as onboarding/ booking management/ itinerary management/ payment management etc. These departments will be tourism/ archeological/ RTDC/ Forest or any other department who has a significant role in tourism of Rajasthan state.

**1.1.3. Counter/ Site Incharge:**

The counter/ site incharge are the designated users who will manage the tourism site at ground. These are users who will provide services of counter booking/ verification of tickets/ issuance of boarding passes/



responses on the queries of tourist at tourism site/ payment management/ queue management/ user mapping at site for various processes of the site in the system etc.

#### 1.1.4. Vendors:

The users of empaneled vendors who will provide services/ products at onboarded tourism sites/ places. These vendors include but not limited to safari vehicle owners/ guides etc.

#### 1.1.5. Private Entities:

The users of private entities will be the users of empaneled Industry Partners of Tourism such as hoteliers/ travel agents/ private tourism site's owners who will provide services/ products at onboarded tourism sites/ places.

#### 1.1.6. Other Stakeholders

- a. **Moderators/ Admins:** are the authorized users of a user department/ moderating agency of a state/ district/ Tehsil/ departmental or organizational hierarchy level considering the area of operation for performing the mapped processes and monitoring of the activities of mapped for tourism sites. The moderators/ admins will also be created to perform as operational consultants or auditors to roll out/ monitor the defined activities/ services through the various processes of verification/ inspection/ internal/ social audits etc..
- b. **Super Admins:** are the high-level active users of departments/ organization or project teams who will perform the processes related to finalization/ updation/ approval of masters/ policies/ content to be utilized in the system.
- c. **System Admin:** are the users who will be responsible to upkeep, configure and reliable operation of the solution.
- d. **Passive Users:** are the users of various departments who will have access of only view reports and status of the transactions as and when required.

#### 1.2. Service Delivery Interface:

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

#### 1.3. Primary Modules:

These are the modules which covers various processes and sub processes of the system to facilitate all stakeholders. These modules will be further bifurcated into two sections, as given below:

##### 1.3.1. Administration Section:

This section of the primary modules contains the modules related to various administrative tasks at various hierarchy of the organization/ department. The modules are principally accessed by the admin and above level users.

The tentative modules of this section are given below:

### 1.3.1.1. Stakeholder Onboarding Management:

The onboarding of stakeholders will be managed in the system based on the type of the stakeholder and their role in the system. The onboarding management module should have facility to create agreement/ MOU/ TOR online which can be applied, reviewed, approved and signed online as well as offline.

#### 1.3.1.1.1. Department/ Organization Onboarding:

The process of Department/ Organization Onboarding may be initiated/ reviewed (if request comes from any department in system) by any designated active user of project team at RISL which will be finally approved if the designated super admin found all required details in place such as agreement/ approvals/ payments/ Government directions if any etc.

The super admin will also be facilitated to map admin (Super Admin User at departmental level) with approved onboarded Departments/ Organizations.

#### 1.3.1.1.2. Private Entities (Industry Partners) Onboarding:

The process of onboarding of private entities who are to be agreed to work in the system under the umbrella of any onboarded departments ( tourism/ forest/ rtcd etc.) may be initiated/ reviewed (if request comes from any department in system) by any designated active user of the onboarded department/ organization which will be finally approved if the designated super admin of the departments/ organization find all required details in place such as agreement/ approvals/ payments/ Government directions if any etc.

The super admin will also be facilitated to map admins (Super Admin User at the onboarded private entity level) with approved onboarded private entities.

#### 1.3.1.1.3. Vendors Onboarding:

The process of empanelled Vendor Onboarding may be initiated/ reviewed (if request comes from any vendor in system) by any designated active user of the onboarded Department/ Organization which will be finally approved if the designated super admin found all required details in place such as agreement/ approvals/ payments/ Government directions if any etc.

The super admin will also be facilitated to map admin (Super Admin User at vendor level) with approved onboarded vendors.

**Note:** As per the above-mentioned onboarding processes of various stakeholders, the system will allow to add n numbers of stakeholders.

### 1.3.1.2. Hierarchy Management:

The designated users of onboarded department/ organizations/ private entities/ stakeholders will perform the processes of organizational hierarchy/ mapping of tourism sites of the respective department/ organization in the system.

Once the department/ organization/ any other stakeholder is onboarded and super admin is mapped then the Super Admins will start processes of hierarchy management such as defining **organization level, organizational structure & boundaries** of respective level etc.

This module also facilitates the handover/ takeover processes of the users at any level of the organizational structure.

#### 1.3.1.3. Tourist Site Management:

The designated admin users of onboarded department/ organizations/ private entities/ stakeholders as per defined organization level, organizational structure & boundaries will perform the processes of **creation/ updation of tourism sites** along with **defining categories and subcategories** applicable in their respective department/organization for a tourism site.

The module will facilitate the designated admin level user to **defined level at n<sup>th</sup> levels**.

This module will also enable the designated admin level users the handover/ takeover processes of the tourist site between tourist site in charges.

#### 1.3.1.4. Product/ Service Management:

The designated admin users of onboarded department/ organizations/ private entities/ stakeholders as per defined organization level, organizational structure & boundaries will perform the processes of **Create/ Update Products/ Services, Grouping** along with **defining categories and subcategories** applicable in their respective department/organization for a tourism site.

These products/ services under tourism sector are the combination of natural, cultural and man-made resources, attractions, facilities, services and activities which includes but not limited to camping facility/ safari/ accommodation/ site visits/ transportation/ guiding etc.

#### 1.3.1.5. Inventory Management:

The designated admin users of onboarded department/ organizations/ private entities/ stakeholders as per defined organization level, organizational structure & boundaries will perform the processes of **Create/ Update inventory of Products/ Services, grouping of the inventory w.r.t. grouping visitors, apply duration/ season, transfer or adjustments between inventory groups** along with **defining categories and subcategories** applicable in their respective department/organization for a tourism site.

In case of any **promotional events/ to define packages**, the designated user may **block the inventory** for **particular duration/ season** for **particular group of tourists** on **special prices**.

#### 1.3.1.6. Price/ Fee Management:

The designated admin users of onboarded department/ organizations/ private entities/ stakeholders as per defined organization level, organizational structure & boundaries will perform the processes of **Map Price Master with Products/ services, define prices/ rates of products/ services/ promotional events/ packages** along with **defining categories and subcategories** applicable in their respective department/organization for a tourism site.

#### 1.3.1.7. Compliance/ SOP and Helpdesk Management:

The designated admin users of onboarded department/ organizations/ private entities/ stakeholders as per defined organization level, organizational structure & boundaries will perform the processes of **define**

**compliances/ Standard operating procedures** along with **defining categories and subcategories** applicable in their respective department/organization/ product/ services for a tourism site.

#### **1.3.1.8. Content Management:**

The designated admin users of onboarded department/ organizations/ private entities/ stakeholder as per defined organization level, organizational structure & boundaries will perform the processes of **define content** along with **defining categories and subcategories** applicable in their respective department/organization/ product/ services for a tourism site.

The content management module should support extensive analytics and facilitate users designated users to created/ manage the required content which includes but not limited to about tourism sites/ rules/ regulations/ seasons/ durations/ calendar/ amenities/ activities etc. with:

- Key highlights of tourism sites
- “Where to stay” section to provide detailed information of various accommodation facilities
- “What to do” section to provide detailed information of events/ entertainment/ activities/ shops with in the geographical proximity of tourism site and on suggested route of a destination.
- “How to reach” section to provide detailed information on how to reach at certain destination (road/ train/ flight etc. with available service providers of local/ domestic/ international transport service providers) with distance in time and KM/Miles.
- “Whom to connect” section to provide detailed information of contact details to know more about tourism sites/ destination/ services of various stakeholders
- “SOS Call” section to provide detailed information helpline numbers like police, hospital, fire, women’s helpline, transport, destination specific helpline etc. with in the geographical proximity of tourism site/ destination/ service delivery area of various stakeholders

The module should also have facility of translation and transliteration in multi languages of various combination of input content to desired output content such as text to text, speech to text, text to speech etc.

#### **1.3.1.9. Inspection/ Audit Management:**

The module includes but not limited to carry out monitoring & supervision with various tools such as **physical verification/ social audit/ sudden inspection visits** periodically/ on call/ requirement by the authorized users. The module will also facilitate admin level users to create required committees for inspection/ audit of the users as per compliances/ SOPs/ SLA defined in the system for product/ services to be provided by the department/ organizations.

#### **1.3.2. Field Management Section:**

The section is owned by the in-charge (Admin), active/ passive users at various level of onboarded department/ organization/ private entities/ vendors/ other stakeholders and end customers to perform various activities/ processes under respective process categories in accordance of the respective product/ services of tourist sites established under Administration Section.

The major role of the stakeholders mapped in this section is overall execution of the services/ compliances/ SOPs/ SLAs etc., as follows:

**1.3.2.1. Ticket Verification & Queue Management:**

The designated users of onboarded department/ organizations/ private entities/ stakeholders at respective tourist site will perform the processes to verify tickets at the time of entrance/ issuance of boarding passes if applicable to manage queue.

In addition to above, the system should also provide for auto verification and queue management if any tourist use the verification facility online.

The module will be available on web and mobile app and will be integrated with Bar/QR/ Smart barricading systems.

**1.3.2.2. Counter Bookings Management:**

The counter booking management module facilitates the designated users of onboarded department/ organizations/ private entities/ stakeholders at respective tourist site will perform the processes to issue tickets on counter (departmental/ organizational authorized kiosks) as per the quota allotted to them. The user may also issue boarding passes to tourist as per the requirement of tourist site.

**1.3.2.3. Tourist Management:**

The designated users of onboarded department/ organizations/ private entities/ stakeholders as per defined organization level, organizational structure & boundaries will perform to manage tourists at respective tourist sites. The processes include but not limited to grouping of tourists/ respond to customer queries/ control changes etc. The tourists will be facilitated

**1.3.2.4. Payment/Cancellation/Refund Management:**

The designated users of onboarded department/ organizations/ private entities/ stakeholders as per defined organization level, organizational structure & boundaries will perform to manage payment receipts- deposits/ cancellation requests/ refund processing at respective tourist sites.

The admin level designated users will also be facilitated to define policies of cancellation/ refund/ receipts/ deposits if any.

This module will be integrated with Rajasthan Payment Platform to manage payment related processes.

**1.3.2.5. Payment Reconciliation Management:**

The designated users of onboarded department/ organizations/ private entities/ stakeholders as per defined organization level, organizational structure & boundaries will perform to manage payment reconciliation of the transaction held for respective tourist sites as per the defined policies of receipts/ deposits/ cancellations/ refunds etc.

**1.3.2.6. Helpdesk & Feedback Management:**

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

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

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

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

**1.4. Common Modules:**

The solution must have common modules which will be associated with primary modules as per the requirement of users department/ stakeholders. These modules include but not limited to:

**1.4.1. Role/ Access Management:**

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

**1.4.1.1. Categories of users, respective roles and profiles:**

Tentatively, the level wise prospective categories of **users, respective roles and profiles** in the system are explained considering generally used administrative hierarchy of the state department, as follows:

S.No.	Level	Office/ Station	User Category	Role	Profile
1.	Level-1	HQ	Super Admin	HQ-Role1: Access of system and all reports of Across State	All functional and admin processes
2.			HQ Admin-1	HQ-Role2: Access of system and all reports of across state	All functional and admin processes
3.			HQ Admin-2/3/4 .....	HQ-Role3: Access of system and all reports of particular to assigned functional areas	All functional and admin processes of particular to assigned functional areas
4.			HQ User (Active)	HQ-Role4: Access of system and all reports of across state	All functional processes
5.			HQ User (Passive)	HQ-Role5: Access of system and all reports of across state	NA
6.	Level-2	DHQ	DHQ Admin-1	DHQ-Role1: Access of system and all reports of all mapped Tourism Sites/ departments/ organizations/ private entities/vendors of respective District	All functional and admin processes of all mapped Tourism Sites/ departments/ organizations/ private entities/vendors of respective District

S.No.	Level	Office/ Station	User Category	Role	Profile
				Boundaries	Boundaries
7.			DHQ Admin-2/3/4.....	DHQ-Role2: Access of system and all reports of particular to assigned functional areas of all mapped Tourism Sites/ departments/ organizations/ private entities/vendors of respective District Boundaries	All functional and admin processes of particular to assigned functional areas of all mapped Tourism Sites/ departments/ organizations/ private entities/vendors of respective District Boundaries
8.			DHQ User (Active)	DHQ-Role3: Access of system and all reports of all mapped Tourism Sites/ departments/ organizations/ private entities/vendors of respective District Boundaries	All functional processes of all mapped Tourism Sites/ departments/ organizations/ private entities/ vendors of respective District Boundaries
9.			DHQ User (Passive)	DHQ-Role4: Access of system and all reports of all mapped Tourism Sites/ departments/ organizations/ private entities/ vendors of respective District Boundaries	NA
10.	Level-3	Private entities/ vendors	Private entities/ vendors Admin	P-Role-1: Access of system and all reports of self office /station and all mapped tourist sites	All functional and admin processes of self office /station and all mapped tourist sites
11.			Private entities/ vendors Admin-2/3/4...	P-Role-2: Access of system and all reports of particular to assigned functional areas of self office /station and all mapped tourist sites	All functional and admin processes of particular to assigned functional areas of self office /station and all mapped tourist sites
12.			Private entities/ vendors User (Active)	P-Role-3: Access of system and all reports of self office /station and all mapped tourist sites	All functional processes of self office /station and all mapped tourist sites
13.			Private entities/ vendors User (Passive)	P-Role-4: Access of system and all reports of self office /station and all mapped tourist sites	NA
14.		Level-	Tourist Sites	Tourist Sites Admin/	S-Role-1: Access of system and all reports



S.No.	Level	Office/ Station	User Category	Role	Profile
	4		Incharge	of self office /station	/station
15.			User (Active)	S-Role-2: Access of system and all reports of self office /station	All functional processes of self-office /station
16.			User (Passive)	S-Role-3: Access of system and all reports of self office /station	NA

The role/ level/ profile/ user category may vary department to department/ stakeholder.

**1.4.1.2. Definitions of Role Management Essentials:**

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

**1.4.1.3. User Mapping:**

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

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

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

**1.4.2. Master Management:**

The designated users for master management at project team/ departments/ organizations/ private entities/ vendors will be responsible to perform in the system to manage masters related to product/ services/ price/ site/ inventory/ itinerary etc.



**1.4.3. Workflow Management:**

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

**1.4.4. SLA/ Alert Management:**

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

**1.4.5. MIS/ Report Management:**

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

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

**1.4.6. Unified Dashboards:**

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

**1.5. Database Layer:**

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

**1.6. Integration Layer:**

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

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

S.No.	Third Party Application	Purpose of Integration
1.	RajSSO	Authenticated access to users
2.	E-Mitra	If e-mitra Kiosks are used as stakeholder of the scheme
3.	Rajasthan Payment Platform (RPP)	If required for payment receipt/ transfer
4.	E-Sanchar & Rajmail	SMS and e-Mail gateway
5.	RajDharaa	Rajasthan state’s GIS platform for mapping/ dashboards
6.	RajMaster	Source of administrative boundaries
7.	RajSampark & 181	To integrated Rajasthan Grievance management system and helpdesk

S.No.	Third Party Application	Purpose of Integration
8.	e-Sign	If user department needs to generate e-signed documents
9.	Dept. Web	Information sharing to departmental websites or internal portals
10.	Private Entities/ Vendors Application	To integrate content/ services/ products and respective deliveries

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

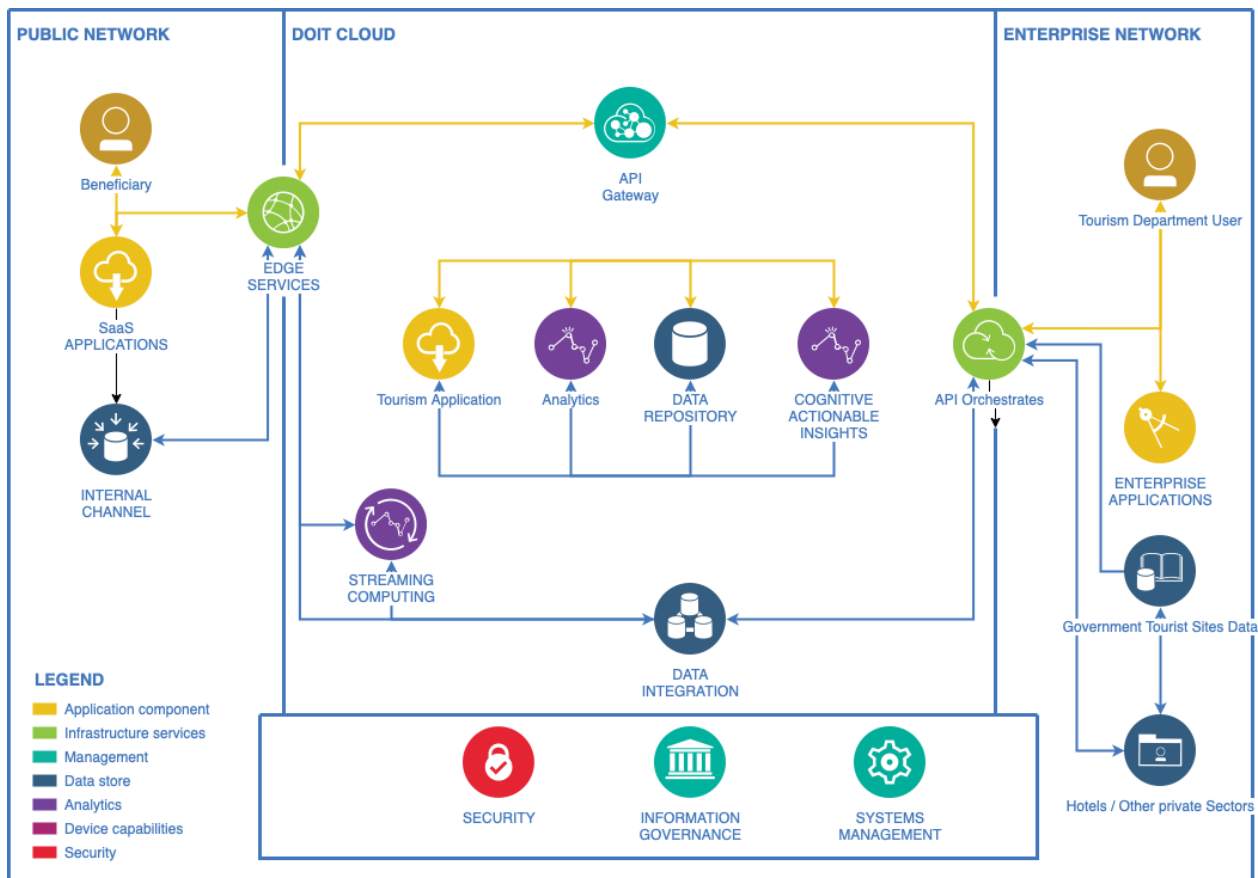
**Note:** The above-mentioned modules are indicative may be finalized at the time of study and may be used by user department in total or in part therefore, the functionality and technical architecture of the solution should be modular& configurable so that the system will be provided to user department with the required modules/ sections of the solution.

## 2. Technical Specifications & Standards:

### 2.1. Indicative Technical Architecture:

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

Considering the requirement of Tourism Department and tight schedule to implement the project, RISL proposed the following indicative technical architecture:



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

The **DOIT Cloud** will be equipped with secure and robust tourism application with analytics, cognitive actionable insights, streaming computing, informative governance and system management. The cloud will communicate/ integrated with internal modules/ 3<sup>rd</sup> Party applications of both referred networks through API gateway where the APIs orchestrate to provide required services.

The architecture must have following features:

- **Loose Coupling**

Loose coupling in microservices implies that updating a particular service won't affect the other services or the software application's overall functionality. However, the two services will be able to contact each other through API calls.

The architecture of the application should be capable to convert each of the features or functionality of the application into an independently testable, deployable, and maintainable service.

- **Improved Scalability**

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

- **Scalability**

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

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

- **Improved Fault Isolation**

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

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

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

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

## 2.2. Application Design & Development:

- a) **Compliance with industry standards:** Solution shall be compliant with latest industry standards wherever applicable. This will apply to all the aspects of solution including but not limited to design, development, security, installation, and testing.

- b) **Platform Flexibility:** Open Standards and Interoperability (Usage of standard APIs) shall be considered Web-centric, multi-tier architecture shall be used.
- c) **Compliance to SOA and EAI:** Application shall be based on Service Oriented Architecture (SOA) and EAI. All modules of the application shall expose key functionality through Software APIs in form of SOAP & WS-\* or JSON & REST etc. so that they can be consumed by other applications.
- d) **User Interface:** The application's UI should be based on HTML5 standard or better and should be compatible with all devices like Desktop, Smartphone and tablet etc. The application interface should be responsive and required.
- e) **Error Handling:** Ensure applications execute proper error handling so that errors will not provide detailed system information, deny service, impair security mechanisms, or crash the system.
- f) **Rich User experience:** The solution should have capability where any services like Payment Gateway, the mobile devices for queries/ reporting and providing day-to-day approvals by competent authorities as per authorized workflow for different kind of requests; and external entities like bank, departments and others can invoke this framework by passing the required parameters and specifying the desired output.
- g) **The mobile application must be compatible with latest IOS and android platforms available since 2018.** The app should facilitate designated users to use all services offered by the portal along with following features:
- Downloadable from QR code i.e. barcode scanner to be used as a marketing avenue to help inspire consumers to download app at airport/ railway stations/tourism sites/ destinations/ important sites etc.
  - Integration with Rajasthan Tourism official website and other Government of Rajasthan websites
  - Orientation and navigation (using smart phone GPS capability) for navigation path to the destination selected by the user.
  - Push notifications (informative as well as actionable) to users with ability for the user to click/ Accept / Reject
  - Decline receiving these notifications; Turn notifications On / Off.
  - Ability for users to share their comments with friends and networks via Facebook, Twitter, YouTube channel & LinkedIn.
  - English, Hindi will be the default and initial language however, the app should be scalable so as to easily and cost-effectively add other languages at later time.
  - Mobile app solution should be scalable to allow for easy upgrades in future.
  - Offline content is required to offer users a rich experience without having to worry about incurring roaming charges.

### 2.3. Technology Standards

- a) **Browser Compatibility:** The Application should support common web and mobile browsers like Google Chrome, Internet Explorer, Firefox, Safari and Opera Mini etc.
- b) **Bi-Lingual Support:** Application shall support at least Unicode 5.1/ 6.0 standard based Bi-lingual versions for user interface. It is expected to be in the Hindi and English (India) languages.
- c) **Anywhere Access:** Application shall be deployed on state government datacentre to enable anytime, anywhere access and to address auto-sync/save, efficiency, peak load handling issues. The application should also function on the low bandwidth (64 Kbps/ GPRS).
- d) **Scalability, Reliability and Flexibility:** The technology must be scalable with Department's emerging requirements and must continue to be reliable as the information handling needs of the government increases. The architecture must be scalable and flexible for modular expansion.
- e) **Interoperability:** The system should be interoperable and should comply with open standards for easy integration. The entire system/ subsystem should be interoperable, in order to support

information flow and integration. Operating systems and storage technologies from several suppliers must interact well with each other.

- f) **Replicability:** The solution should be replicable to define, design and implement Distribution Network for other departments and organization for their respective schemes.
- g) **Single Sign On (SSO):** Government of Rajasthan, as part of its IT Architecture, the application will be accessible through SSO ID.
- h) **Presentation Layer:** The presentation layer i.e. User Interface would be used for the receiving and delivery information for to and from the end-user of the application. It should be responsive.
- i) **Workflow System:** Workflow would be used with the automation of procedures where documents, information or tasks are passed among participants according to a defined set of rules to achieve, or contribute to an overall business goal. A workflow system would manage and monitor the state of activities in a workflow, such as the processing and approval of various application forms, and determines which new activity to transition to according to defined processes.

#### 2.4. Security Standards

- a) **Application Access:** Ensure applications processing data properly for authenticated users (through central authentication systems), specifically: SSO Login. Establish authorizations for applications by affiliation, membership, or employment, rather than by individual. If individual authorizations are used, these should expire and require renewal on a periodic (at least annually) basis.
- b) **Review:** Conduct code-level security reviews with professionally trained peers for all new or significantly modified applications; particularly, those that affect the collection, use, and/or display of confidential data. Conduct annual security tests of Internet applications.
- c) **Security:** application shall support both HTTP and HTTPS (SSL certificate shall be provided by Purchaser).
- d) **In addition to above, all required security standards will be followed as per the IT architecture and IT policy of Rajasthan.**

#### 2.5. Quality Management Standards

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

**Note:**

- i. The shared functional requirements in this document are tentative and shall be finalised during the study phase. However, the improvement with respect to usability and cater new functional requirements, the system shall be improved gradually during the entire period of contract.
- ii. Expected peak concurrent users may be derived from the prospective user departments and other stakeholders i.e. 20000+with the beneficiaries around 10000000+
- iii. The entire application should come with the following environment:
  - 1. Production (Active- Active Nodes)
  - 2. DR environment (If allotted by Department)
  - 3. UAT/ Pre-production Environment
  - 4. Development/Staging/ Test Environment
- iv. The solution will be designed and developed with advanced industry trends in technology for the industry which may be integrated with the solution to enrich user experience. These new trends

- include but not limited to integration with Augmented Reality/ Virtual Reality models, AI/ML based recognition technology, chatbots etc.
- v. Addition to above the design and architecture of the application should be done considering IT Policy and Architecture of DOIT&C. In case of any change in the specifications and standard based on the policy of DOIT&C and RSDC, the selected bidder has to comply those standards and specifications without any extra cost.