

**NIB No. F4.2(619)/RISL/Tech/2023/3384 dated 04.08.2023**

**Pre-Bid Queries Response**

S.N o.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response to pre bid queries
1	9	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	3. Financial: Turnover from IT/ ITeS Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. from 2018-19 to 2022-23 (as per the last published audited balance sheets), should be at least INR 500.00 Crores.	-	-
2	10	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	5. Technical Capability -I The bidder must have successfully implemented/ ongoing One IT project similar to ICTMS in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 100.00 Crore during the period 01-Apr-2014 to 30- Apr -2023. OR The bidder must have successfully implemented/ ongoing at least Two IT projects of similar to ICTMS in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 75.00 Crore each in the period 01-Apr-2014 to 30-Apr-2023.	-	-
3	10	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	6. Technical Capability - II Bidder should have valid CMMI level 5 certificate as on last date of bid submission.	-	-
4	10	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	7. Technical Capability - III The bidder must have at least 1,000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 30th April 2023	-	-
5	26	4.5 Team Structure & Manpower Requirements (indicative):	The Selected Bidder may envisage an effort of 756-man months during the development phase of ICTMS and an effort of 966-man months towards FMS for Support and Maintenance of ICTMS application after Go-live.	Kindly share the category wise list of resources required in Development phase and FMS phase apart from the below list of resources.  S.No. Role Type Min. no. of resources to be deployed on-site 1. Project Manager 01 2. Business Analyst 02 3. UI/ UX 02 4. DBA (Administrator cum Developer) 01 5. Data Migration Expert 01 6. Integration Expert 01 7. Data Analyst 01	As per RFP
6	26	4.5 Team Structure & Manpower Requirements (indicative):	The resources deployed at the HQ of Commercial Taxes Department, Jaipur, Government of Rajasthan (GoR) and shall be reporting to the Project Nodal Officer at CTD headquarter. The working days & timings would be as per the office working schedule of department.	Kindly confirm the timings and shift details for each category of resources	As per RFP
7	32	4.11 Helpdesk Support (Incident/ Problem Management):	a) The successful bidder would be required to use a software for Helpdesk support management with features of automated routing and assignment of issues, responses and proper tracking of the issues/ tickets raised.	Whether the vendor has to deploy a new ticketing software?	As per RFP

8	9	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	<p>The bidder must have successfully implemented/ ongoing One IT project similar to ICTMS in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 100.00 Crore during the period 01-Apr-2014 to 30- Apr -2023.</p> <p>OR</p> <p>The bidder must have successfully implemented/ ongoing at least Two IT projects of similar to ICTMS in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 75.00 Crore each in the period 01-Apr-2014 to 30-Apr-2023.</p> <p>Note:</p> <p><input type="checkbox"/> Similar to ICTMS nature means any turnkey project involving supply of hardware and software development in financial/ taxes domain including design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP.</p>	<p>Request you to modify the criteria as given under:</p> <p>The bidder must have successfully implemented/ ongoing One IT project similar to ICTMS in nature involving Application Software Development (<u>covering bespoke/ COTS (ERP/ Customization)</u>) in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 100.00 Crore during the period 01-Apr-2014 to 30-Apr-2023.</p> <p>OR</p> <p>The bidder must have successfully implemented/ ongoing at least Two IT projects of similar to ICTMS in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 75.00 Crore each in the period 01-Apr-2014 to 30-Apr-2023.</p> <p>Note:</p> <p><input type="checkbox"/> Similar to ICTMS nature means any turnkey project involving supply of hardware and software development in financial/ taxes/<u>e-Governance</u> domain including design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP.</p>	As per RFP
9	11	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	<p>* Consortium is allowed for this bid having only two members, first member is the lead bidder and second is the consortium partner (ORACLE OEM). The bidder can be Consortium with one Lead bidder &amp; one ORACLE Original Equipment Manufacturer (OEM). If an OEM authorised partner submits individual bid as a bidder, then it will not be able to form a consortium with any other bidder. In case of Consortium, One OEM authorised partner can tie-up with only one (unique) lead bidder. The responsibility of development shall lie with the lead bidder/ bidder only.</p>	<p>We understand that in this RFP only one bidder/ Technology Partner can participate in this RFP. Pl confirm.</p>	As per RFP
10	28	Group-1 - ETO, Tax Mitra and Faceless Tax Admin- and Group-2 - GST Support Utility and Integrations across systems, Chat bot-	As per RFP	<p>We understand that the time line for 'Preparation of Design documents' and 'UAT sign-off' for Group 1 and Group 2 - application deliverables is quite short. We would like to suggest timeline of 3 months for the 'Preparation of Design documents' and 12 months post completion of 'Preparation of Design documents' for 'UAT Sign-off'.</p>	As per ammended RFP
11	96	ANNEXURE-13: (Bill of Material & Technical Specifications):	A. BILL OF MATERIAL: as per RFP	<p>We understand that the customer/CTD is not procuring other infrastrucutres like Server required for hosting the application. They would be provided by the customer/CTD/Purchaser to the successful bidder. Pl confirm.</p>	As per RFP
12	96	ANNEXURE-13: (Bill of Material & Technical Specifications):	A. BILL OF MATERIAL: as per RFP	<p>Request you to pl clarify in terms of the environment (development, production, UAT, pre-prod etc) requirements for the infrastructure.</p>	As per RFP
13	96	ANNEXURE-13: (Bill of Material & Technical Specifications):	A. BILL OF MATERIAL: as per RFP	<p>Request you to pl provide the no of users for different types of users who shall be accessing or using the application.</p>	As per RFP

14	9	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA - 5. Technical Capability - I	The bidder must have successfully implemented/ ongoing One IT project similar to ICTMS in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 100.00 Crore during the period 01-Apr-2014 to 30- Apr -2023. OR The bidder must have successfully implemented/ ongoing at least Two IT projects of similar to ICTMS in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 75.00 Crore each in the period 01-Apr-2014 to 30-Apr-2023. Note: <input type="checkbox"/> Similar to ICTMS nature means any turnkey project involving supply of hardware and software development in financial/ taxes domain including design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP.	Request you to kindly allow bidder's to submit CA certificate with yearwise revenue details to meet the project value requirement as mentioned in Eligibility criteria since our project is under taken on Built, maintain and operate model and has transactional based fee model. Kindly consider our request.	As per ammended RFP
15	9	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA - 3. Financial: Turnover from IT/ ITeS	Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. from 2018-19 to 2022-23 (as per the last published audited balance sheets), should be at least INR 500.00 Crores.	Request you to kindly modify the clause as mentioned below: Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. from 2018-19 to 2022-23 (as per the last published audited balance sheets), should be at least <b>INR 200.00 Crores.</b>	As per ammended RFP
16	10	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA - 7. Technical Capability - III	The bidder must have at least 1,000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./MBA as on 30th April 2023	Request you to kindly modify the clause as mentioned below: The bidder must have at least <b>50+</b> resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./MBA as on bid submission date.	As per ammended RFP
17	42	e) Technical Evaluation Criteria: A. Turnover of the firm	The marks would be provided based on the following: a. < INR 500 Crores = 0 marks. b. >= INR 500 Crores but < INR 600 Crores = 2 marks c. >= INR 600 Crores but < INR 700 Crores = 4 marks d. >= INR 700 Crores but < INR 800 Crores = 6 marks e. >= INR 800 Crores but < INR 900 Crores = 8 marks f. >= INR 900 Crores but < INR 1000 Crores = 10 marks g. >= INR 1000 Crores = 15 marks.	Request you to kindly modify the clause as mentioned below: The marks would be provided based on the following: <b>a. &lt; INR 200 Crores = 0 marks.</b> <b>b. &gt;= INR 200 Crores but &lt; INR 300 Crores = 2 marks</b> <b>c. &gt;= INR 300 Crores but &lt; INR 400 Crores = 4 marks</b> <b>d. &gt;= INR 400 Crores but &lt; INR 500 Crores = 6 marks</b> <b>e. &gt;= INR 500 Crores but &lt; INR 600 Crores = 8 marks</b> <b>f. &gt;= INR 600 Crores but &lt; INR 700 Crores = 10 marks</b> <b>g. &gt;= INR 700 Crores = 15 marks.</b>	As per ammended RFP

18	42	e) Technical Evaluation Criteria: - C. Professionally Qualified Full Time Employees	The marks would be provided based on the following: a. 1000+ – 2000 employees – 2 marks b. 2000+ – 4000 employees – 5 marks c. 4000+ – 6000 employees – 8 marks d. > 6000 employees - 10 marks	Request you to kindly modify the clause as mentioned below: The marks would be provided based on the following: <b>a. 50+ – 100 employees – 2 marks</b> <b>b. 100+ – 200 employees – 5 marks</b> <b>c. 200+ – 300 employees – 8 marks</b> <b>d. &gt; 300 employees - 10 marks</b>	As per ammended RFP
19	42	e) Technical Evaluation Criteria: - 2. Past Experience of the bidder	2.1 The bidder must have successfully implemented/ ongoing One IT project similar to ICTMS in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 80.00 Crore during the period 01-Apr-2014 to 30- Apr -2023. Note: Similar to ICTMS nature means any turnkey project involving supply of hardware and software development in financial/ taxes domain including design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP.	Request you to kindly allow bidder's to submit CA certificate with yearwise revenue details to meet the project value requirement as mentioned in Eligibility criteria since our project is under taken on Built, maintain and operate model and has transactional based fee model. Kindly consider our request.	As per ammended RFP
20	43	e) Technical Evaluation Criteria: - 2. Past Experience of the bidder	2.2 The bidder must have successfully implemented/ ongoing at least Two IT projects of similar to ICTMS in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 50.00 Crore each in the period 01-Apr-2014 to 30-Apr-2023.	Request you to kindly allow bidder's to submit CA certificate with yearwise revenue details to meet the project value requirement as mentioned in Eligibility criteria since our project is under taken on Built, maintain and operate model and has transactional based fee model. Kindly consider our request.	As per ammended RFP
21	9	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA Financial: Turnover from IT/ ITeS	Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. from 2018-19 to 2022-23 (as per the last published audited balance sheets), should be at least INR 500.00 Crores.	You should talk about number of successful e-governance projects rather than asking for large turnover as organization having more number of e-governance projects can also have capabilities to execute such e-governanc project. The turnover should be only to judge financial position of the organization. Hence,we request you to amend this clause as under:- Annual <b>Average</b> Turnover of the bidder from IT/ ITeS for any three financial years from the last five financial years i.e. from 2017-18 to 2021-22 (as per the published audited balance sheets), should be at least <del>Average should be at least INR 100.00 Crores</del>	As per ammended RFP

22	10	Technical Capability -I	<p>The bidder must have successfully implemented/ ongoing One IT project similar to ICTMS in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 100.00 Crore during the period 01-Apr-2014 to 30- Apr -2023.</p> <p>OR</p> <p>The bidder must have successfully implemented/ ongoing at least Two IT projects of similar to ICTMS in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 75.00 Crore each in the period 01-Apr-2014 to 30-Apr-2023.</p> <p>Note:</p> <p><input type="checkbox"/> Similar to ICTMS nature means any turnkey project involving supply of hardware and software development in financial/ taxes domain including design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP.</p>	<p><b>We request you to amend this clause as under:-</b></p> <p>The bidder must have successfully implemented/ ongoing One <b>IT E-Governance project</b> in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below <b>INR 40.00 Crore</b> during the period 01-Apr-2014 to 30- Apr -2023.</p> <p>OR</p> <p>The bidder must have successfully implemented/ ongoing at least <b>Two IT E-Governance projects</b> in nature in state/central government departments/ parastatals/ Banks/ RBI with value not below <b>INR 20.00 Crore</b> each in the period 01-Apr-2014 to 30-Apr-2023.</p> <p>OR</p> <p><b>The bidder must have successfully implemented/ ongoing at least Three IT E-Governance projects in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 13.00 Crore each in the period 01-Apr-2014 to 30-Apr-2023.</b></p> <p>Note:</p> <p><input type="checkbox"/> Similar nature means any turnkey project involving supply of hardware and software development in <b>any IT domain</b> including design, development, testing, training, he Supplier/ Selected Bidder shall not use such documents, data, and other informatio</p>	As per ammended RFP
23	11	Technical Capability - III	<p>The bidder must have at least 1,000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 30th April 2023.</p>	<p>The clause is specific to limited bidders, in order to have more quality bidders, we request you to amend this clause as under :-</p> <p>The bidder must have at least <b>200+ resources</b> in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 30th April 2023.</p>	As per ammended RFP
24	28	4.7 Project Milestones	<p>The period of contract shall be of total 5 years (20 quarters) which is further bifurcated into two parts i.e., Design, Develop and Implementation period of 1.5 years (6 quarters) and FMS period of 3.5 years (14 quarters). Refer to clause 4.3 for deployment of development team.</p>	<p>Timelines provided are very straight, need some relaxation in timelines as all three groups will start from LOI/LOA/WO date and will go together, which seams large manpower need to be deployed by bidder.</p>	As per ammended RFP
25	29	4.8 Technology Stack	<p>d) The development stack shall be as under:</p>	<p>We understand that the development stack provided (Including licenses and ATS) under the clause would be provided by RISL.</p>	As per RFP
26	29	4.8 Technology Stack	<p>Bidder shall provide 24 x 7 support for one year from the date of installation.</p> <p>Supplier shall also be responsible for providing updates, patches &amp; upgrades for One year from the date of installation and obtain certificate(s) for it from the nodal/ designated officer.</p>	<p>As technical support charges of Oracle Engineered items start from shipping of the hardware items from Singapore rather than from date of installation, hence, the ATS asked for hardware items in RFP should be from shipping of respective items from Sinagpore and for System software, ATS should be from date of billing.</p> <p>OR ATS should be asked for minimum additional 3 months from shipping of items as installation and signoff takes minimum 2-3 months in coordination with department/RISL.</p>	As per RFP
27	29	e) Project Deliverables, Milestones & Time Schedule	<p>Supply &amp; Install within 60 days from the date of issue of LOI/ WO/ LOA</p>	<p>60 Days are very short time for supply &amp; installation of such infrastructure. In view of the same, request you to extend the duration to atleast 120 days (60 days for delivery and 60 days for installation) from the date pf LOI/WO/LOA.</p>	As per RFP
28	30	e) Project Deliverables, Milestones & Time Schedule	<p>The existing infrastructure/ softwares available in state data centre will be used for development of ICTMS like state master, e-Sign, SSO, e-Vault etc. including stack to be supplied and installed.</p>	<p>Which stack, you are asking here?</p>	As per RFP

29	32	4.11 Helpdesk Support (Incident/ Problem Management)	The successful bidder shall have to setup Helpdesk support for users immediately after Go-live of Group-1 of Phase-1.	Please confirm the location of the helpdesk, it is at bidder's office or at department? If it at department, then who will be responsible for infra required?	As per RFP
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30	42	Technical Evaluation Criteria: Turnover of the firm	Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. (from 2018-19 to 2022-23) (as per the last published audited balance sheets), should be at least INR 500 Crores The marks would be provided based on the following: a. < INR 500 Crores = 0 marks. b. >= INR 500 Crores but < INR 600 Crores = 2 marks c. >= INR 600 Crores but < INR 700 Crores = 4 marks d. >= INR 700 Crores but < INR 800 Crores = 6 marks e. >= INR 800 Crores but < INR 900 Crores = 8 marks f. >= INR 900 Crores but < INR 1000 Crores = 10 marks g. >= INR 1000 Crores = 15 marks.	You should talk about number of successful e-governance projects rather than asking for large turnover as organization having more number of e-governance projects can also have capabilities to execute such e-governance project. The turnover should be only to judge financial position of the organization. Hence, we request you to amend this clause as under:- Annual Average Turnover of the bidder from IT/ ITeS for any three financial years from the last five financial years i.e. from 2017-18 to 2021-22 (as per the published audited balance sheets), should be at least Average should be at least INR 100.00 Crores. The marks would be provided based on the following: <b>a. &lt;= INR 100 Crores = 5 marks.</b> <b>b. &gt; INR 100 Crores but &lt; INR 200 Crores = 10 marks</b> <b>c. &gt;= INR 200 Crores = 15 marks</b>	As per ammended RFP
31	42	Technical Evaluation Criteria: Professionally Qualified Full Time Employees	The bidder must have at least 1,000+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on last date of bid submission The marks would be provided based on the following: a. 1000+ – 2000 employees – 2 marks b. 2000+ – 4000 employees – 5 marks c. 4000+ – 6000 employees – 8 marks d. > 6000 employees - 10 marks	The clause is specific to limited bidders, in order to have more quality bidders, we request you to amend this clause as under :- The bidder must have at least 200+ resources in software development profile on its full-time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 30th April 2023. The marks would be provided based on the following: <b>a. 200+ – 300 employees – 2 marks</b> <b>b. 300+ – 400 employees – 5 marks</b> <b>c. 400+ – 500 employees – 8 marks</b> <b>d. &gt; 500 employees - 10 marks</b>	As per ammended RFP
32	42	Technical Evaluation Criteria: Past Experience of the bidder	2.1 The bidder must have successfully implemented/ ongoing One IT project similar to ICTMS in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 80.00 Crore during the period 01-Apr-2014 to 30- Apr -2023. Note: Similar to ICTMS nature means any turnkey project involving supply of hardware and software development in financial/ taxes domain including design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP. Each Project 10 marks up to a maximum of 20 marks	<b>We request you to amend this clause as under:-</b> The bidder must have successfully implemented/ ongoing One IT E-Governance project similar in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below <b>INR 13.00 Crore</b> during the period 01-Apr-2014 to 30- Apr -2023. Note: Similar nature means any turnkey project involving supply of hardware and software development <b>in any IT domain</b> including design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP. Each Project 10 marks up to a maximum of 20 marks	As per ammended RFP
33	43	Technical Evaluation Criteria: Past Experience of the bidder	2.2 The bidder must have successfully implemented/ ongoing at least Two IT projects of similar to ICTMS in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 50.00 Crore each in the period 01-Apr-2014 to 30-Apr-2023. Each Project 5 marks up to maximum of 10 marks	We request you to amend this clause as under:- The bidder must have successfully implemented/ ongoing at least Two IT E-Governance projects of similar in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below <b>INR 20.00 Crore</b> each in the period 01-Apr-2014 to 30-Apr-2023. Each Project 5 marks up to maximum of 10 marks	As per ammended RFP

34	69	3) Payment Terms and Schedule	Note: All reports/ deliverables & SLA to be verified by joint committee constituted at the level of CTD.	Please confirm if there is delay in approval/verification of any deliverables/reports/SLA due to non-availability of any committee member, then will bidder be penalized? Or Subsequent extension in timeline would be provided by RISL without any request from bidder?	As per ammended RFP
35	98	C. TECHNICAL SPECIFICATIONS	ZDLRA Specification - Compute Server – 1 no.	Please suggest if only storage upgrade is required or a New ZDLRA Appliance (RA23) is required. In case ZDLRA Storage Upgrade is required then ZDLRA Compute nodes are not required, so kindly remove this clause. As this can be fulfilled by the existing ZDLRA compute node. If New ZDLRA Appliance is required then below are the minimum configuration of RA23 Appliance - 2 x Compute Servers (2 x Intel® Xeon® Platinum 8358, 384 GB Memory) - 3 x Storage Servers (1 x Intel® Xeon® Platinum 8352Y, 128 GB Memory, Usable capacity - 274TB) - 2 x Network Switches - 36 Disk Licenses	As per ammended RFP
36	96	A. BILL OF MATERIAL	Oracle Bill of Material	Kindly confirm if the Oracle Hardware and Software licenses needs to be installed by bidder or OEM resources	As per ammended RFP
37	9	3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	3. Financial: Turnover from IT/ ITeS  Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. from 2018-19 to 2022-23 (as per the last published audited balance sheets), should be at least INR 500.00 Crores.	Request you to please consider thefollowing Turnover for larger participation: Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. from 2018-19 to 2022-23 (as per the last published audited balance sheets), should be at least INR 350.00 Crores.	As per ammended RFP
38	10	5. Technical Capability - I	The bidder must have successfully implemented/ ongoing One IT project similar to ICTMS in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 100.00 Crore during the period 01-Apr-2014 to 30- Apr -2023. OR The bidder must have successfully implemented/ ongoing at least Two IT projects of similar to ICTMS in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 75.00 Crore each in the period 01- Apr-2014 to 30-Apr-2023.  Note: • Similar to ICTMS nature means any turnkey project involving supply of hardware and software development in financial/ taxes domain including design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP.	Can the consortium partner bring these credentials?	As per ammended RFP
39	10	6. Technical Capability - II	Bidder should have valid CMMI level 5 certificate as on last date of bid submission.	Request you to please revise this as: "Bidder should have valid CMMI level 3 certificate or higher as on last date of bid submission."	As per RFP
40	10	7. Technical Capability - III	The bidder must have at least 1,000+ resources in software development profile on its full- time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 30th April 2023	Considering the number of resources to be deployed on-site, request you to please revise this as: "The bidder including its member firms must have at least 600+ resources in software development profile on its full- time payroll with Minimum qualification of B.E./B. Tech/ BCA/ M. Tech/ MCA/ M.Sc./ MBA as on 30th April 2023"	As per ammended RFP



41	13	4. SCOPE OF WORK, DELIVERABLES & TIMELINES: 4.1 Overview:	• Conduct the Proof of Concepts (POC), Pilot run and Go-Live of the ICTMS	Please clarify if the POC is for the entire solution or to be carried out phase wise?	As per RFP
42	13	4. SCOPE OF WORK, DELIVERABLES & TIMELINES: 4.1 Overview:	• Execution of data migration from legacy system	Please share details of the legacy system and the data formats to assess and plan the migration approach.	As per RFP
43	13	4. SCOPE OF WORK, DELIVERABLES & TIMELINES: 4.1 Overview:	• Conduct the training workshops & handholding sessions throughout the project period as per the requirement of the department	Please clarify the frequency at which the trainings need to be carried out. Also the number of resources that need to be trained.  Please confirm the premise and necessary infrastructure will be provided by department for conducting training.	As per RFP
44	13	4. SCOPE OF WORK, DELIVERABLES & TIMELINES: 4.1 Overview:	• Integration of ICTMS with various other systems (like IRMS, RIPS, MCA, CBDT, Mining, Transport, Electricity, etc.) as and when suggested by the department	Please confirm that department will provide necessary APIs for integration with other mentioned systems from time to time.  Also, please confirm the frequency at which the integrations need to be done?	As per RFP
45	19	4.4.3 Integration across different systems	• API Development & Integration	Please confirm that department will provide necessary APIs for integration with mentioned systems.  Also, please confirm the department will facilitate with a SPOC from these departments to carryout smooth integration activity.	As per RFP
46	26	4.5 Team Structure & Manpower Requirements (indicative):	The selected bidder will be required to submit HR certified document within 15 days from the date of issue of Lol/ LoA/ WO mentioning the total number of both on-site and off-site resources (of each role/ profile) being deployed under the project.  The selected bidder has to deploy the above-mentioned development team (both on-site and off-site) within 30 days of Lol/ LoA/ WO.	Request you to please allow min. 30 days to submit the document.  Request you to please allow min. 45 days to deploy the development team.  Also please confirm that department will provide requisite space and infrastructure to the deployed staff.	As per RFP
47	27	4.6 Duration of the Project-	The total Project duration is of 60 months including 18 months of Development and 42 months of FMS phase, which can be extended by 30 more months as per mutual consent. The deployment contract may be extended for further period as per requirements of the department on terms & conditions mutually agreed between both the parties.	Looking at the scope of work and understanding the processes required to accomplish the requirements, request you to please consider the following project duration for an efficient delivery of the application:  The total Project duration is of 72 months including 24 months of Development and 48 months of FMS phase, which can be extended by 30 more months as per mutual consent. The deployment contract may be extended for further period as per requirements of the department on terms & conditions mutually agreed between both the parties.	As per ammended RFP

48	27-29	4.7 Project Milestones	The period of contract shall be of total 5 years (20 quarters) which is further bifurcated into two parts i.e., Design, Develop and Implementation period of 1.5 years (6 quarters) and FMS period of 3.5 years (14 quarters). Refer to clause 4.3 for deployment of development team.	Request you to please revise this as:  "The period of contract shall be of total 6 years (24 quarters) which is further bifurcated into two parts i.e., Design, Develop and Implementation period of 1.75 years (8 quarters) and FMS period of 4 years (16 quarters). Refer to clause 4.3 for deployment of development team."  Also, please confirm that department will provide a SPOC to provide Sign-off for all the activities to ensure Go-Live.	As per RFP
49	30	4.8 Technology Stack-	g) Integration of other framework/ modules: ICTMS is to be integrated mainly with the following Portals/framework/ modules of DoITC/ RISL/ GoI/ Other Departments etc.	Please confirm if the systems are already existing or Bidder to configure them in the billing. In case these are already available, request you to please confirm that department will facilitate in getting the requisite APIs for integration as per bidders requirements	As per RFP
50	32	4.1 Miscellaneous Works-	a) The successful bidder will perform all such works which are required for successful working of the ICTMS as per the mandate provided by State Government (GoR) time to time.	Please elaborate on the miscellaneous works. How are they defined as miscellaneous and what will be the frequency of these works?	As per RFP
51	33	4.1 Enhancements:	a) Minor changes required in modules/ processes being developed and/or implemented shall be considered as enhancement during both Phases.	Please clarify how are the minor changes defined? In that case, can this be considered as change request?	As per RFP
52	33	4.15 Change Requests (CR) for FMS period:	b) Multiple change requests may arise at a given point of time hence, required effort and corresponding timeline for the CR implementation has to be shared by the successful bidder and the same will be verified and mutually agreed with CTD. The prioritisation of these change requests will be decided by CTD. After Approval of CR effort and Timeline from CTD, the same the CRs to be implemented by the successful bidder as per priority, all delivery timelines would be mutually decided between CTD and deployed project management team considering the bandwidth of the team.	Please clarify how the payments will be done to these change requests? Will the billing be done based on CR or any other mechanism. Also, as this will be out of scope, how should the bidder configure for the resources?	As per RFP
53	40	5. INSTRUCTION TO BIDDERS (ITB)	12) Selection Method: The selection method is Least Cost Based Selection (LCBS or L1).	Considering the scope of work and the project duration, request you to please make the selection method as: QCBS - 70:30 for high quality service providers	As per RFP
54	42	14) Evaluation & Tabulation of Technical Bids	e) Technical Evaluation Criteria:  A. Turnover of the firm The marks would be provided based on the following: a. < INR 500 Crores = 0 marks b. >= INR 500 Crores but < INR 600 Crores = 2 marks c. >= INR 600 Crores but < INR 700 Crores = 4 marks d. >= INR 700 Crores but < INR 800 Crores = 6 marks e. >= INR 800 Crores but < INR 900 Crores = 8 marks f. >= INR 900 Crores but < INR 1000 Crores = 10 marks g. >= INR 1000 Crores = 15 marks.	e) Technical Evaluation Criteria:  A. Turnover of the entire firm including entities: The marks would be provided based on the following: a. < INR 500 Crores = 0 marks. b. >= INR 500 Crores but < INR 600 Crores = 2 marks c. >= INR 600 Crores but < INR 700 Crores = 4 marks d. >= INR 700 Crores but < INR 800 Crores = 6 marks e. >= INR 800 Crores but < INR 900 Crores = 8 marks f. >= INR 900 Crores but < INR 1000 Crores = 10 marks g. >= INR 1000 Crores = 15 marks.	As per amended RFP
55	42	14) Evaluation & Tabulation of Technical Bids	C. Professionally Qualified Full Time Employees  The bidder must have at least 1,000+ resources in software development profile on its full- time payroll with Minimum qualification of B.E./B.Tech/ BCA/ M.Tech/ MCA/ M.Sc./ MBA as on last date of bid submission	C. Professionally Qualified Full Time Employees  The bidder must have at least 1,000+ resources on their payroll on its full- time payroll with Minimum qualification of B.E./B.Tech/ BCA/ M.Tech/ MCA/ M.Sc./ MBA as on last date of bid submission	As per amended RFP

56	42	14) Evaluation & Tabulation of Technical Bids	<p>D. CMMI certification</p> <p>Valid CMMI Level 5 certification The marks would be provided based on the following: a) CMMi level 5 – 5 marks b) Else 0</p>	<p>D. CMMI certification</p> <p>Valid CMMI Level 5 certification The marks would be provided based on the following: a) CMMi level 5 – 5 marks b) CMMi level 3 – 3 marks</p>	As per RFP
57	42	14) Evaluation & Tabulation of Technical Bids	<p>2. Past Experience of the bidder</p> <p>The bidder must have successfully implemented/ ongoing One IT project similar to ICTMS in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 80.00 Crore during the period 01-Apr-2014 to 30- Apr - 2023.</p> <p>Note: Similar to ICTMS nature means any turnkey project involving supply of hardware and software development in financial/ taxes domain including design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP.</p> <p>Each Project 10 marks up to a maximum of 20 marks</p>	<p>Request you to please revise this as:</p> <p>The bidder must have successfully implemented/ ongoing One IT project /ICTMS involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 20.00 Crore during the period 01-Apr-2014 to 30- Apr - 2023. YoY projects will also be considered</p> <p>Note: Similar to ICTMS/ any turnkey project involving supply of hardware and software development in financial/ taxes domain including design, development, testing, training, go-live and Maintenance activities as per scope of work mentioned in this RFP.</p> <p>Each Project 10 marks up to a maximum of 20 marks</p>	As per ammended RFP

58	42	14) Evaluation & Tabulation of Technical Bids	The bidder must have successfully implemented/ ongoing at least Two IT projects of similar to ICTMS in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 50.00 Crore each in the period 01-Apr- 2014 to 30-Apr-2023.  Each Project 5 marks up to maximum of 10 marks	Request you to please revise this as:  The bidder must have successfully implemented/ ongoing at least Two IT projects / ICTMS in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 5.00 Crore each in the period 01-Apr- 2014 to 30-Apr-2023. YoY projects will also be considered  Each Project 5 marks up to maximum of 10 marks.	As per ammended RFP
59	65	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	a) Phase 1: Design, Development & Go-Live  Within 540 days from the date of LOI/WO/ LoA.	Request you to revise this as:  a) Phase 1: Design, Development & Go-Live  Within 730 days from the date of LOI/WO/ LoA.	As per RFP
60	65	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	b) Phase 2: Operation and Maintenance – Facility Management Services (FMS) For the entire FMS period of three years (42 months) from the date of go-live of Phase-1.	Request you to revise this as:  b) Phase 2: Operation and Maintenance – Facility Management Services (FMS) For the entire FMS period of three years (48 months) from the date of go-live of Phase-1.	As per ammended RFP
61	18,19	4.4.2.10, 4.4.2.11, 4.4.2.12, 4.4.3	Integrations	1. There are multiple integrations to be done within the scope of the RFP. Please clarify the following a. All these will be API based integrations. If not, then what other mechanisms need to be used. b. The delay in integration readiness from other applications (internal or external) will not be attributed to SI. c. what kind of data is expected from these integrating systems. d. What is the size and frequency of data import and export with these systems.	As per RFP
62	114	Annexure: 22: MIS Reports:	Volumetrics	For each application Please provide number of reports and dashboards required. This is required for effort estimation	As per RFP
63	29	4.8 Technology Stack-		Can we use OSS community software for any additional technologies that are non mentioned in this section OSS Devops tools.	As per RFP
64		General	Volumetrics	Please provide application wise peak concurrent usage, peak transactions etc..	As per RFP
65	29	4.8 Technology Stack-	f) The existing infrastructure/ softwares available in state data centre will be used for development of ICTMS like state master, e-Sign, SSO, e-Vault etc. including stack to be supplied and installed.	Please provide the details of services and Infrastructure(Software/Hardware) that will be available for the bidder for the implementation of ICTMS. Assuming that bidder will not have to pay for these services/infrastructure.	As per RFP
66	5	1. INVITATION FOR BID (IFB) & NOTICE INVITING BID	1. INVITATION FOR BID (IFB) & NOTICE INVITING BID	Please, provide extension of at least 3 weeks to prepare the bid.	As per RFP
67	7	2. PROJECT PROFILE & BACKGROUND INFORMATION	Also, the major base of taxpayers has been migrated from VAT to GST regime. Therefore, there is a need to conceptualize a new robust & optimized solution with new technology to cater the requirements of the department.	As major base of tax payers has been migrated from VAT to GST, kindly specify , what parameters has been considered by the department to arrive on specified BoM. Please share the details to understand the load pattern and its implication before we envisage new Application development and its nitty gritty requirements to address performance impact.	As per RFP
68	7	2. PROJECT PROFILE &	This will provide the single platform for all the systems (VAT, RIPS, GST, etc.)	The government encourage an Open System whereas here we see a	As per RFP

69	8	Project Objective	Inter-state (CBDT, CBIC, CIBIL, MCA, NHAI, etc.) and Intra-state (RIPS, Transport, IGRS, Mining, Excise, Power & Consumption, PWD, ESI, BRN, etc.)	Please, provide the exact list of integration with other systems. This will help to estimate efforts and design solution more effectively.	As per RFP
70	10	3.PRE-QUALIFICATION/ ELIGIBILITY CRITERIA 5- Technical Capability -I	The bidder must have successfully implemented/ ongoing One IT project similar to ICTMS in nature involving Application Software Development in any state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 100.00 Crore during the period 01-Apr-2014 to 30- Apr -2023. OR The bidder must have successfully implemented/ ongoing at least Two IT projects of similar to ICTMS in nature in state/ central government departments/ parastatals/ Banks/ RBI with value not below INR 75.00 Crore	1) Can we consider projects which were awarded prior to 01-Apr-2014 but rolled-out between 01-Apr-2014 to 30- Apr -2023. 2) Can we consider Total contract value (Original Contract + AMC extensions) for this criteria and do we need to give reference of only original contract?	As per RFP
71	11	3.PRE-QUALIFICATION/ ELIGIBILITY CRITERIA 9-ORACLE OEM Partner	The consortium firm should be ORACLE OEM Partner	Request to change this EQ which may have option to choose OEM by bidder.	As per ammended RFP
72	13	4.1 Overview	Conduct the training workshops & handholding sessions throughout the project period as per the requirement of the department	Please, provide the following details (1) Number of trainings (2) Are these training sessions after UAT and before Go-Live? What is the duration in which training sessions are expected. (3) We are assuming that tax department will arrange all logistic, print of training materials, place of trainings etc. Please, confirm  This will help bidder to estimate efforts and trainer.	As per RFP
73	14	4.2 Proposed System Component Architecture	Secure Communication	We understand that Rajasthan CTD will provision the TLS/SSL certificate and configure the same to enable secure communication on HTTPS. Please, confirm	As per RFP
74	15	4.3 Unified Functional and Technical Requirements of ICTMS: 4.3.1 System requirements	Browser/platform considerations: Application should be supported by all types of browsers, platforms, and mobile OS such as androids, iOS, etc.	Please consider Android and iOS for mobile platform.	As per RFP
75	15	4.3 Unified Functional and Technical Requirements of ICTMS: 4.3.1 System requirements	Browser/platform considerations: Application should be supported by all types of browsers, platforms, and mobile OS such as androids, iOS, etc.	Please specify the list of browsers as per industry standard. All browsers would be very subjective.	As per RFP
76	15	4.3 Unified Functional and Technical Requirements of ICTMS: 4.3.1 System requirements	The envisaged system should have the capability to apply BOT, wherever applicable, to eliminate the redundant processes.	Please explain.	As per RFP
77	15	4.3 Unified Functional and Technical Requirements of ICTMS: 4.3.1 System requirements	System enablement to cater the functionalities and use cases of emerging technologies such as Blockchain, Artificial Intelligence (AI), Machine Learning (ML), Robotic Process Automation (RPA), etc.	Please list down the clear expectation to be incorporated for use cases from new modules such as Blockchain, AI, ML and RPA etc. from the required functionalities list so that adequate effort estimation for such modules and its effectiveness and its suitable implementation can be evaluated.	As per RFP
78	15	4.3 Unified Functional and Technical Requirements of ICTMS: 4.3.1 System requirements	Manuals for each integrated application in Hindi and English for training purposes.	Request to change manual language in English only.	As per RFP
79	16	4.4 Business Requirements of ICTMS: 4.4.2 GST Support Utility	The System Integrator (SI) shall be responsible for analyzing the requirement, designing and development of GST related automation through consuming the existing APIs provided by the GSTN and to execute the use cases where manual interventions can be reduced.	It is assumed that all necessary details/data will be provided by CTD to run GST Utility module. SI would not ask to GSTN for any extra API/Data from GSTN. Please confirm.	As per RFP

80	16	4.4 Business Requirements of ICTMS: 4.4.2 GST Support Utility	The System Integrator (SI) shall be responsible for analyzing the requirement, designing and development of GST related automation through consuming the existing APIs provided by the GSTN and to execute the use cases where manual interventions can be reduced.	It is assumed that, there is no direct integration of GST Backoffice system with ICTMS and both system run separately. Output/process data from GST Utility would be remain part of ICTMS only and It should not be shared with GSTN Application further. Please confirm.	As per RFP
81	19	4.4 Business Requirements of ICTMS: 4.4.3 Integration across different systems	Integration across different systems-	It is assumed that SI would not bare any extra cost required by third party while integrating them with ICTMS. Department will take care for any agreement required by third party during integration. Please confirm.	As per RFP
82	22	4.4 Business Requirements of ICTMS: 4.4.3 Integration across different systems	Note: The number of integration touchpoints and workflows to be developed under the integration module mentioned are suggestive and not exhaustive. Detailed use cases will be provided by the CTD at the time of system study phase	We understand that change management process is to be followed for additional integration touchpoints related requirements. Please confirm.	As per RFP
83	23	4.4 Business Requirements of ICTMS: 4.4.4 Additional Modules 4.4.4.2 Tax Mitra Module	Tax Mitra is proposed under Clause 243 (I) of the Rajasthan Finance Bill - 2023, to provide assistance and handholding to dealers/taxpayers in GST and VAT related activities via allocating 2000 Commerce Graduates / Chartered Accountants as a Tax-Mitra on honorarium basis.	It is assumed that department will provide all necessary details of all 2000 Commerce Graduates / Chartered Accountants required by Tax Mitra. Their knowledge and skill would be met as per requirement and SI will not be responsible for evaluating or selecting any candidates here.	As per RFP
84	24	4.4 Business Requirements of ICTMS: 4.4.4 Additional Modules 4.4.4.2 Tax Mitra Module	Tax Mitra would have to submit the happy code after successful work completion to claim honorarium.	Which type of code is here? Please explain further.	As per RFP
85	24	4.4 Business Requirements of ICTMS: 4.4.4 Additional Modules 4.4.4.2 Tax Mitra Module	Tax Mitra can see the wallet amount and can claim the collected honorarium amount, whenever he wants. Amount will be credited to the bank account of the Tax Mitra as mentioned in his/her profile.	It is assumed that bidder is not responsible for any payment transaction between Tax Payer and Tax Mitra.	As per RFP
86	26	4.5 Team Structure & Manpower Requirements (indicative)	Team Structure & Manpower Requirements (indicative): The selected bidder will be required to submit HR certified document within 15 days from the date of issue of LoI/ LoA/ WO mentioning the total number of both on-site and off-site resources (of each role/ profile) being deployed under the project	It should be after contract signing and not on issuance of LOI.	As per RFP
87	26	4.5 Team Structure & Manpower Requirements (indicative)	The selected bidder has to deploy following minimum resources at the Commercial Taxes Department, Jaipur HQ, from the overall deployed team of resources for the entire project:	As it is fix price contract, request to remove requirement of minimum count of resource deployment at onsite. Let the bidder decide number of resources to be deployed at onsite as per the role requirement.	As per RFP
88	28	4.7 Project Milestones	T = Project start date (date of issuance of LoI/LoA/ WO)	T should be contract signing date wherever it defined (Not LOI/LOA/WO etc.) - Please change Term.	As per RFP
89	28	4.7 Project Milestones	Development of modules T + 10 months	We are requesting to re-assess timeline of development of Group-2 and revise it. We are recommending to keep minimum T + 10 months for Group-2 as it contains many integrations as well as GST Support Utility.	As per Ammended RFP
90	29	4.8 Technology Stack	The development stack shall be as under: <input type="checkbox"/> Java1.8, J2EE <input type="checkbox"/> Application Frontend: HTML, CSS, JavaScript, React, Angular <input type="checkbox"/> Middleware: Oracle Web Logic 12.1, Oracle SOA Suite <input type="checkbox"/> Micro service: Helidon <input type="checkbox"/> Analytics: Oracle analytical Server <input type="checkbox"/> Golden Gate, ODI connector <input type="checkbox"/> Oracle IDAM <input type="checkbox"/> Back-end database: Oracle DB 19/21 C <input type="checkbox"/> For Mobile App: IBM Mobile Foundation (formerly named Work light) <input type="checkbox"/> Reporting Tools: Crystal Reports/SAS/ Qlik Sense/ Tableau BI tools	Section-4.2 indicates the requirement of "highly available and autoscalable containerized infrastructure platform". The technology stack does not specify any Container Orchestration Platform. Should we consider the application deployment on Oracle Web-Logic Server which is to be installed in VM?	As per RFP

91	29	4.8 Technology Stack	Bidder shall provide 24 x 7 support for one year from the date of installation.	1)The department has sought 24 x 7 support from bidder while at help-desk only general shift support has been expected. Kindly clarify how any untoward critical incident which may bring down service shall be addressed? Kindly clarify. 2) If the department wants 24 x 7 support from bidder then they must have 3 shift man power roster arrangement in place to address any adversaries in serving end user.	As per RFP
92	30	4.8 Technology Stack	(f) The existing infrastructure/ softwares available in state data centre will be used for development of ICTMS like state master, e-Sign, SSO, e-Vault etc. including stack to be supplied and installed.	Please, provide the details of existing infrastructure and system software, tools/technologies to be used in ICTMS.	As per RFP
93	30	4.9 Operation, Support and Maintenance - Facility Management Services ("FMS") including Development, Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for ICTMS	The Successful Bidder shall setup & maintain version control system of UI/UX, data structures and codes to track all the project artefacts (means artefacts developed / maintained as part of ICTMS project) under State data centre including source code and DB objects.	We understand that Rajasthan CTD will provision the Version Control software such as SVN, Git/GitLab etc at State Data Center. Please confirm.	As per RFP
94	30	4.9 Operation, Support and Maintenance - Facility Management Services ("FMS") including Development, Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for ICTMS	Maintenance of Application servers, Database servers is responsibility of Data centre. Patch/ security/ upgradation of server components would also be Draft RFP for Selection of Technology partner for a turn-key project ICTMS responsibility of Data centre, however relevant changes in application are to be done by technology partner/successful bidder including for patches/security updates/upgradation of server components.	Does it mean that Data Center staff will perform following activities? (1) Parameter setting and tuning in Application Server (2) Security of Application Server (3) Database Administration (4) Database backup and ensuring its high-availability (5) Patching and upgrade of application server and database server etc  Please, confirm the responsibilities of Data Center staff so that we can understand our scope.	As per RFP
95	30	4.9 Operation, Support and Maintenance - a) New Development and Enhancement:	The Successful Bidder shall be responsible for doing new development as per the requirement of CTD including but not limited to below: i. Addition of new features in existing modules of ICTMS ii. Third-party Application integration iii. Modification/ up-gradation/ enhancement in the Process or functionality or defect fixing to upgrade the application performance and quality. iv. Update Web-portal and mobile apps & Application: design & content, layout, color schema, input forms, etc. v. Development of new module/functionalities. vi. MIS Reports (Jasper/ Crystal Report etc.) vii. Introduction of new procedure in the system. viii. Ad hoc Analytics ix. Analytical Dashboards at different levels	It is assumed that the requirement to develop additional functionalities in FMS phase will be part of Change request as per the item no 4 in BoQ and it will be mutually agreed between CTD and SI while finalizing scope of change request. Please confirm.	As per RFP
96	31	4.9 Operation, Support and Maintenance - b) Managed Services during Operations and Maintenance Period (FMS period):	The Successful bidder, based on the recommendations of SDC, shall incorporate changes in the software solution to ensure smooth functioning of the application under varying load requirements.	Kindly elaborate what is expected from the Application bidder for the change envisaged for varying load requirements.	As per RFP

97	31	4.9 Operation, Support and Maintenance - b) Managed Services during Operations and Maintenance Period (FMS period):	RISL may arrange for the audits of the application through a third-party agency on timely basis. Based on the findings of audits, the Successful bidder will have to bring in the necessary changes in the application to ensure the compliance in timely manner. The expenses towards third party audit would be borne by CTD however any changes / enhancements / bug fixes / etc. identified by auditor would be fixed by successful bidder in timely manner without any extra cost to RISL / CTD.	The bidder shall accept the changes before the final acceptance is done within a stipulated time-frame. Once the SRS has been finalized and the application has been built in line to SRS. Any further application changes after Audit findings shall be done on Change request basis only. However, any bug / vulnerability in the Application will be fixed without any extra cost to CTD, rest all changes shall be part of change request only. Kindly clarify.	As per RFP
98	31	4.9 Operation, Support and Maintenance - b) Managed Services during Operations and Maintenance Period (FMS period):	The expenses towards third party audit would be borne by CTD however any changes / enhancements / bug fixes / etc. identified by auditor would be fixed by successful bidder in timely manner without any extra cost to RISL / CTD.	Since technology stack is already requested in RFP, any major any changes / enhancements / bug fixes / etc. would be mutually discussed and considered as part of Change request. Request to please change accordingly.	As per RFP
99	32	4.11 Helpdesk Support (Incident/ Problem Management):	The successful bidder would be required to use a software for Helpdesk support management with features of automated routing and assignment of issues, responses and proper tracking of the issues/ tickets raised.	We understand that Rajasthan CTD will provision and implement software for Helpdesk support management and bidder is required to use the same. Please, confirm	As per RFP
100	32	4.11 Helpdesk Support (Incident/ Problem Management):	a) The successful bidder would be required to use a software for Helpdesk support management with features of automated routing and assignment of issues, responses and proper tracking of the issues/ tickets raised.	It is assumed that Toll free no. and Telephone connections will be provided by CTD here. Please confirm.	As per RFP
101	32	4.11 Helpdesk Support (Incident/ Problem Management):	The successful bidder would be required to provide hands-on training to officers of the user department/ organization/kiosks. Training could have multiple sessions as per the need and requirement of end user.	1. Need to fix the numbers of Training here. 2. Suggest to use concept of Train the Trainer where SI will give training to CTD nominated SME Team and they will train their next level. 3. It is assumed that hard copies of all deliverable and Training Material will be shared by one time only.	As per RFP
102	48	5. INSTRUCTION TO BIDDERS (ITB) 25 (b)	Performance Security Bidder is required to submit performance security against the bid within the 30 days of issue of Letter of Intent.	Rather than issue of Letter of Intent, It should be Contract sign date	As per RFP
103	67	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 7.3 Payment Terms and Schedule	ICTMS Server Infrastructure Supply & Installation of Server infrastructure at RSDC	Full 100% payment should be paid after installation report of BoM. No deferred payment of phase 1 to phase 2.	As per ammended RFP
104	67	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 7.3 Payment Terms and Schedule	ICTMS application development	Full 100% payment should be paid during implementation period. No deferred payment of phase 1 to phase 2.	As per RFP
105	70	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 7.4 Service Level Standards/ Requirements/ Agreement ii. SLA Penalty in Phase 1 (development Phase):	Penalty for delay in response/ resolution time	Since there is no O&M Payment milestone for development Phase (Phase-1), How to deduct penalty amount here? Please clarify.	As per RFP



106	71	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 7.4 Service Level Standards/ Requirements/ Agreement 7.4.III C Penalty for delay in response/ resolution time in Phase 2 (FMS Phase):	Penalty for delay in response/ resolution time	Delay in response/resolution time needs to be 24, 96 hours for Critical and Medium. For low, it should be decided mutually based on ticket nature as this is not impacting. Request to change this term.	As per RFP
107	72	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT 7.4 Service Level Standards/ Requirements/ Agreement 7.4.III C Penalty for delay in response/ resolution time in Phase 2 (FMS Phase):	Penalty for replacement / Exit of resources deployed:	Penalty on resource availability should be removed as this is Fixed price (turn-key) project.	As per ammended RFP
108	96	Annexure-13	A. Bill of Material	Our understanding is that bill of material mentioned in Annexure-13 is for production environment of primary data center only. Please, confirm and inform us about Bill of Material for Disaster Recovery Site, Pre-Production Environment, Test Environment, UAT Environment.	As per ammended RFP
109	96	Annexure-13	A. Bill of Material	As per the section-4.2, there is the requirement of microservice based architecture. On which component of technology stack, Rajasthan CTD wants to orchestrate microservice (REST API)? There is no API Gateway in Technology Stack. Generally, REST API are configured in API gateway and UI layer consume the API through API Gateway.	As per RFP
110	96	Annexure-13	Oracle Exadata database Machine with software licenses	Please clarify weather software license is required for processor or core or vCPU.	As per ammended RFP
111	96	Annexure-13	A. Bill of Material	For loosely coupled architecture, it is required to use Message Broker/Queue like Apache Kafka or equivalent for communication between microservices. This technology stack does not have any Message Broker/Queue.	As per RFP
112				We understand that Oracle SOA Service Bus is for enterprise integration (XML based) having message broker. For microservice based architecture, it is recommended to have API Gateway and Producer-Consumer based MQ.	As per RFP
113				What is expected - service based architecture without loosely coupleness or microservice based architecture?	As per RFP
114	13	4. SCOPE OF WORK, DELIVERABLES & TIMELINES: 4.1 Overview:	<input type="checkbox"/> Facilitate the security audit of application by the department or nominated agency and ensure the compliances towards the Audit findings	A)Kindly confirm the scope of Security Audit and frequency of the audit to be conduct. B) Please confirm who will bear the cost for such audits?	As per RFP
115	30	4.8 Technology Stack-	f) The existing infrastructure/ softwares available in state data centre will be used for development of ICTMS like state master, e-Sign, SSO, e-Vault etc. including stack to be supplied and installed.	Please share the details/Make and Model of existing infrastructure/ softwares which bidder can leverage for development. Also Please confirm the same will needs to procure for O&M phase by the bidder.	As per RFP
116	96	ANNEXURE-13: (Bill of Material & Technical Specifications):	A. BILL OF MATERIAL: 1. Oracle Exadata Database Machine with software licenses:	As per RFP, Bidder needs to procure the license of IAM and Key Vault. Please confirm who will be responsible for other application security and the procurement will be done by department or bidder.	As per RFP

117	61	31) Code of Integrity for Bidders; 61	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. forfeiture or encashment of any other security or bond relating to the procurement; c. recovery of payments made by the procuring entity along with interest thereon at bank rate; d. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity; e. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.	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. forfeiture or encashment of any other security or bond relating to the procurement; c. <del>recovery of payments made by the procuring entity along with interest thereon at bank rate;</del> d. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity; e. <del>debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.</del>	As per RFP
118	52	35) Debarment from Bidding ; 52	a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred. c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years. d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years. e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.	<del>a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred. c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years. d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years. e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.</del>	As per RFP
119	57	14) Taxes & Duties; 57	a) The TDS, GST, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates. b) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.	a) The TDS, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates. All other taxes, duties, license fee and levies shall be included in the bid price excluding GST <u>or taxes of a similar nature measured by the services, deliverables or charges thereon, imposed by any applicable taxing jurisdiction. Where applicable, Bidder shall invoice such taxes as a separate line item in applicable invoices and shall pay such amount of tax to the appropriate taxing authority upon receipt of such amount from the Purchaser.</u> b) If any tax exemptions, reductions, allowances or privileges may be available to the selected bidder, the Purchaser shall use its best efforts to enable the selected bidder to benefit from any such tax savings to the maximum allowable extent. <u>Any increase or decrease in the existing taxes or newly introduced taxes shall be to the account of the Purchaser. Each party is responsible for its own income taxes, corporate taxes and franchise taxes.</u>	As per amended RFP.

120	57	15) Copyright/ Intellectual Property Rights (IPR); 57	<p>a) All Intellectual Property Rights in the pre-existing work of successful bidder shall be owned and retained by the successful bidder. Purchaser will have non-exclusive, non-transferable, perpetual, royalty free license to use and copy all Intellectual Property Rights in the pre-existing work of the successful bidder, process, specifications, reports and other document, drawings, manuals etc. provided or used by the successful bidder as part of the Scope of Work under the agreement only for the purpose of its internal use. No part or portion of such pre-existing work shall be unbundled or separated from the particular deliverable or used as a stand[1]alone product or development tool. b) However, the copyright/ IPR in all drawings, source code, design documents, and other materials containing data and information furnished to the Purchaser that has been designed / developed/ integrated over and above the pre-existing work by the Selected Bidder for the project herein shall remain vested in the Purchaser.</p>	<p>a) All Intellectual Property Rights in the pre-existing work of successful bidder <u>including customisation, enhancement, interface development, etc</u> shall be owned and retained by the successful bidder. Purchaser will have non-exclusive, non-transferable, perpetual, royalty free license <u>to use and copy all Intellectual Property Rights in the pre-existing work of the successful bidder, process, specifications; reports and other document; drawings; manuals etc; provided or used by the successful bidder</u> to use the software as part of the Scope of Work under the agreement only for the purpose of its internal use. <u>Furthermore, the foregoing license does not authorize Purchaser to (a) No</u> part or portion of such pre-existing work shall be unbundled or separated from the particular deliverable or used as a stand[1]alone product or development tool. <u>(b) independently sell, lease, exchange, mortgage, pledge, license, sub license, assign or in any other way convey, transfer or alienate the Bidder pre-existing IP in favour of any person (either for commercial consideration or not (including by way of transmission), and/or (c) except as specifically and to the extent permitted by the Bidder in the relevant Statement of Work, reverse compile or in any other way arrive at or attempt to arrive at the source code of the Bidder pre-existing IP.</u> b) However, the copyright/ IPR in all drawings, source code, design documents, and other materials containing data and information furnished to the Purchaser that has been <u>solely and exclusively</u> designed / developed/ <u>integrated over and above the pre-existing work</u> by the Selected Bidder for the project herein shall remain vested in the Purchaser. <u>c) All the Intellectual Property Rights (IPR) in the third party software used in providing services including those forming part of or incorporated into the deliverables shall remain with the respective third party owners/ Bidder's licensor and Purchaser shall</u></p>	As per ammended RFP
121	57	16) Confidential Information; 57	<p>a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. d) The obligation of a party under sub-clauses above, however, shall not apply to information that: - i. the Purchaser or Supplier / Selected Bidder need to share with RISL or other institutions participating in the Contract; ii. now or hereafter enters the public domain through no fault of that party; iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof. f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.</p>	<p>a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract. d) The obligation of a party under sub-clauses above, however, shall not apply to information that: - i. the Purchaser or Supplier / Selected Bidder need to share with RISL or other institutions participating in the Contract; ii. now or hereafter enters the public domain through no fault of that party; iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; <del>or</del> iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality. <u>v. is independently developed by the receiving party without the use of confidential information and without the participation of individuals.</u></p>	per ammended RFP

122	58	18) Extension in Delivery Period and Liquidated Damages (LD); 58	ii. The maximum amount of liquidated damages shall be 10% of the contract value.	- The maximum amount of liquidated damages shall be <del>40</del> 5% of a <del>delayed</del> milestone, the percentage of LD is applicable on the payment due for a particular milestone <u>and the same shall be levied only if the delay is for reasons solely and entirely attributable to supplier/ Bidder and not for delay due to reasons attributable to RISL and/or its other vendors or due to reasons of Force Majeure.</u>	As per RFP
123	59	19) Limitation of Liability; 59	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/ Bidder to pay liquidated damages to RISL; and b) the aggregate liability of the supplier/ Bidder to RISL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ Bidder to indemnify RISL with respect to patent infringement. c) If the supplier / Selected Bidder or its employee, in the judgment of the Procuring Authority, has engaged in corrupt, fraudulent, collusive, or coercive practices in executing the contract the selected bidder has to bear the financial implication arisen from the said event(s).	<del>1. Except in cases of <u>third party patent infringement claims, gross negligence</u> or wilful misconduct; - <u>the aggregate liability of the selected Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount paid to selected Bidder by the Purchaser in the preceding twelve months under that applicable work that gives rise to such liability.</u> a2) #Neither party shall be liable to the other party for any <u>special, indirect, exemplary, punitive</u> or consequential loss or damage, loss of use, loss of production, or loss of profits/<u>revenue</u> or interest costs, <u>even if such party has been advised of the possibility of such damages,</u> provided that this exclusion shall not apply to any obligation of the supplier/ Bidder to pay liquidated damages to RISL; and b) the aggregate liability of the supplier/ Bidder to RISL, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/ Bidder to indemnify RISL with respect to patent infringement. e) If the supplier / Selected Bidder or its employee, in the judgment of the Procuring Authority, has engaged in corrupt, fraudulent, collusive, or coercive practices in executing the contract the selected bidder has to bear the financial implication arisen from the said event(s).</del>	As per RFP
124	60	20) Force Majeure; 60	c) If a Force Majeure situation arises, the supplier/ Selected Bidder shall promptly notify RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed 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.	c) If a Force Majeure situation arises, <del>the supplier/ Selected Bidder</del> <u>either party</u> shall promptly notify <del>the other</del> RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. <del>Unless otherwise directed by RISL, the supplier/ Selected Bidder shall continue to perform its obligations under the contract as far as reasonably practical.</del> 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 <del>6</del> 3 days, either party at its option may terminate the contract without any financial repercussion on either side. <u>However supplier/ Bidder shall be entitled to receive payments for all services rendered by it under this Agreement.</u>	As per ammended RFP

125	60	22) Termination; 60	<p>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/ Bidder, terminate the contract in whole or in part: - a. If the supplier/ 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/ 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/ Bidder, in the judgement of RISL, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. d. If the supplier/ 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. a. Amount of performance security deposit may be forfeited. b. 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.</p>	<p>a) Termination for Default i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for <u>material</u> breach of contract, by a written notice of default of at least 30 days sent to the supplier/ Bidder, terminate the contract in whole or in part: - a. If the supplier/ 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. <del>If the supplier/ 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.</del> If the supplier/ Bidder, in the judgement of RISL, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract. <del>d.</del> If the supplier/ Bidder commits <u>material</u> breach of <u>any condition</u> of the contract. ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited. a. Amount of performance security deposit may be forfeited. b. 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. <u>Notwithstanding the above, if any amount due and payable by RISL under the Agreement is more than 30 days overdue; and there is no dispute between RISL and Bidder in relation to that amount, Bidder may issue to RISL a notice that payment is overdue. If RISL fails to pay Bidder within 7 days after the date of such notice, Bidder may by a further notice to RISL terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</u></p>	As per RFP
126	61	74;61	<p>c) Termination for Convenience / Foreclosure i. RISL, by a written notice of at least 30 days sent to the supplier/ 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 RISL's convenience, the extent to which performance of the supplier/ Bidder under the Contract is terminated, and the date upon which such termination becomes effective.</p>	<p>c) Termination for Convenience / Foreclosure i. RISL, by a written notice of at least <del>30</del>90 days sent to the supplier/ 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 RISL's convenience, the extent to which performance of the supplier/ Bidder under the Contract is terminated, and the date upon which such termination becomes effective. <u>Similarly, Bidder by a written notice of at least 60 days may terminate the Contract to RISL, in whole or in part, at any time for its convenience.</u></p>	As per RFP
127	61	232) Settlement of	<p>b) Standing Committee for Settlement of Disputes: If a question, difference or</p>	<p>b) <del>Standing Committee for Settlement of Disputes: If a question,</del></p>	As per RFP

		Disputes; 61	objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall be formed by the purchaser, if required. c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the service from the selected bidder shall prepare a reply of representation and shall represent the CTD/ RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision. d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.	<del>difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall be formed by the purchaser, if required. e) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the service from the selected bidder shall prepare a reply of representation and shall represent the CTD/ RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision. d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes. e) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall also apply to</del>	
128	67	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT- 3 Payment Terms and Schedule; 67		<u>All payments shall e made within 30 days. Any payment due for more than thirty (30) days will attract an interest at the rate of 2 percent per month on the invoice amount calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available. Bidder also reserves the right to withhold the provision of services till such time all the payments due to it under this Agreement have been made by RISL and any such withholding by the Bidder shall not be treated as breach by it of the provisions of this Agreement.</u>	As per RFP
129	76	ANNEXURE-3 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.: - 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,	ANNEXURE-3: SELF-DECLARATION To, {Procuring entity}, _____, In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign. of _____, <u>To the best of our knowledge and as per records available with the Company,</u> I/ We hereby declare that presently our Company/ firm _____, at the time of bidding.: - If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled. Thanking you,	As per RFP	

130	77	ANNEXURE-4: CERTIFICATE OF CONFORMITY/ DEVIATION; 77	<p>To, {Procuring Entity}, _____, CERTIFICATE OF CONFORMITY/ DEVIATION</p> <p>This is to certify that, our Technical bid is in conformity to the entire scope of work/ services and Terms &amp; Conditions mentioned in RFP, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the scope of work of the bidding document and that there are no deviations of any kind from the scope of work/services. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance to all the terms &amp; conditions of the bidding document without any deviations and assumptions. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the deployment of the resources and execution of the project, to meet the desired Standards set out in the bidding Document.</p>	<p>To, {Procuring Entity}, _____, CERTIFICATE OF CONFORMITY/ DEVIATION</p> <p>This is to certify that, our Technical bid is in conformity to the entire scope of work/ services and Terms &amp; Conditions mentioned in RFP, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the scope of work of the bidding document and <u>subject to the deviations submitted along with the bid proposal</u> that there are no deviations of any kind from the scope of work/services. Also, I/ we have thoroughly read the tender/ bidding document and by signing this certificate, we hereby submit our token of acceptance to all the tender terms &amp; conditions of the bidding document <u>subject to the deviations submitted along with the proposal</u> <del>without any deviations</del>. I/ We also certify that the price I/ we have quoted is <del>in</del>exclusive of all the cost factors involved in the execution of the scope of services as mentioned in RFP, to meet the desired Standards set out in the Tender/ bidding Document.</p>	As per RFP
131	78	ANNEXURE-5: COVERING LETTER OF THE BID;78	<p>To, Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) [Reference No. &lt;&lt;&gt;&gt;, Dated: &lt;&lt;&gt;&gt;] Dear Sir, Ref: Request for Proposal (RFP) Notification dated..... No..... 1. I/We, the undersigned bidder, Having read &amp; examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards &amp; in conformity with the said bidding document for the same. 2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. 3. I/ we hereby submit our token of acceptance to all the tender terms &amp; conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to RISL for carrying out the project in accordance with your RFP. 4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award/ Work order shall constitute a binding Contract between us. 5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document. 6. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP. 7. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.</p>	<p>To, Managing Director, RajCOMP Info Services Limited (RISL), First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) [Reference No. &lt;&lt;&gt;&gt;, Dated: &lt;&lt;&gt;&gt;] Dear Sir, Ref: Request for Proposal (RFP) Notification dated..... No..... 1. I/We, the undersigned bidder, Having read &amp; examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards &amp; in conformity with the said bidding document for the same. 2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief. 3. <u>Subject to the deviations submitted along with the bid proposal</u>, I/ we hereby submit our token of acceptance to all the tender terms &amp; conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to RISL for carrying out the project in accordance with your RFP. 4. Until a formal contract is prepared and executed, this bid <u>along with the deviations</u>, together with your written acceptance thereof and your notification of award/ Work order shall constitute a binding Contract between us. 5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document. 6. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP. 7. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.</p>	As per RFP

132	79	ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT; 79	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). 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.	We, the undersigned bidder, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same. <u>Subject to the deviations submitted along with the bid proposal:</u> I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are <del>in</del> exclusive of all cost likely to be incurred for executing this work. The prices are <del>in</del> exclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ). V agree to all the terms & conditions as mentioned in the bidding document <del>and submit that we have not submitted any deviations in this regard.</del>	As per RFP
133	84	ANNEXURE-7: BANK GUARANTEE FORMAT; 81 BANK GUARANTEE FORMAT -PERFORMANCE SECURITY (PBG); 84		<u>Notwithstanding anything contained hereinabove: a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only) b) This Guarantee shall remain in force up to and including _____ (including claim period of three months) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of RISL under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</u>	As per RFP
134	86	ANNEXURE-8: DRAFT AGREEMENT; 86		All the terms and conditions along with the deviations suggested above shall be part of the Draft Agreement	As per RFP
135		ANNEXURE-14: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT		One-sided NDA been proposed. The Bidder shall also be sharing its CI to RISL -hence requesting the entire NDA to be made mutual	As per RFP
136			Additional Clauses to be included	Methodology, Tools and Techniques  Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the RSIL will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.	As per RFP
137			Additional Clauses to be included	Deliverables  The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal. Acceptance of Deliverables	As per RFP



138		Additional Clauses to be included	<p>Change Management Procedure</p> <p>A change identified at any stage of the assignment which requires the deliverable to deviate from the then current baseline or the approved deliverable of the previous baseline to be modified, will be conveyed by the RSIL to Bidder or vice-versa in the form of a Change Request document. The request for change will then be assessed by Bidder to evaluate its impact on feasibility, time schedules, technical requirements in consequence of the proposed change and cost. Bidder will present this assessment to the RSIL for its approval within a reasonable time period. Bidder will incorporate the change after receiving the RSIL written approval. In case of delay in approval by the RSIL, the baseline itself may undergo a change; this will mean a reassessment of the charges.</p> <p>Changes in the requirements like office space, hardware/software, and tools etc. during the execution of the assignment will be conveyed by Bidder to the RSIL. These will be evaluated jointly by the RSIL and Bidder and will be provided by the RSIL at no cost to Bidder;</p>	As per RFP
139		Additional Clauses to be included	<p>Reimbursement of Tax/Levy</p> <p>Bidder shall be reimbursed for payment of any statutory duty/tax/levy including interest and/or new taxes or an increase in the rates of existing taxes or any other sum, if any payable in respect of any sales tax and/or any other state or central levy. This will apply retrospectively, if so applicable upon Bidder.</p>	Taxes shall be as applicable
140		Additional Clauses to be included	<p>Acceptance of Deliverables</p> <p>RSIL will carry out acceptance of deliverables (for the deliverables which are subject to acceptance procedure) as per the schedule presented in the accompanying Technical Proposal.</p> <p>The application software (if any) will be delivered/installed for acceptance to RSIL as and when the same is ready for delivery. The actual Acceptance Testing of the software will be the responsibility of RSIL. RSIL will prepare the Acceptance Test data along with the expected test results (consistent with the detailed specifications of the system and any change-request agreed in the documents) and keep it ready at least four (4) weeks in advance before the scheduled commencement of the Acceptance Testing of the software. The acceptance testing will be based on the test cases provided by RSIL. Bidder will provide support for any clarifications during the Acceptance Testing of the system. Defects if any, observed by RSIL, will be notified to Bidder in writing not later than two (2) weeks of delivery. Bidder will correct the defects that are a deviation from the baseline immediately following the acceptance, whichever is later. RSIL will confirm acceptance in writing to Bidder. The RSIL shall not withhold or delay the issuance of acceptance certificate of any of the deliverables, if the deliverables substantially meet the specifications or on account of any minor defects which have no material effect on the functionality of the deliverables. Notwithstanding the foregoing sentence, a deliverable shall be treated as accepted by RSIL if the RSIL (a) fails to provide the list of non conformities within two (2) weeks of delivery, (b) fails to notify the acceptance of the deliverables in terms of this clause within the period of two (2) weeks from delivery, or (c) starts using the deliverable in a live production</p>	As per RFP.

141		Additional Clauses to be included	<p>Warranty</p> <p>Bidder shall warrant that the delivered software meets the requirements as specified in the detailed Specifications of the Application Software. This warranty shall remain valid for three (3) months after the acceptance of the software by the RSIL or three (3) months after the delivery of the software, whichever is earlier.</p> <p>RSIL shall promptly notify Bidder in writing of any 'defect' in the software arising due to the reasons solely and entirely attributable to Bidder under this warranty. Upon receipt of such notification, Bidder shall remove the 'defect' in the application software.</p> <p>The scope of the warranty shall be limited only to correction of any bugs that were left undetected during acceptance testing by the RSIL. Warranty shall not cover any enhancements or changes in the application software, carried out after acceptance testing. This warranty is only valid for defects against approved Specifications. The above mentioned warranty shall also not apply if there is any (i) combination, operation, or use of some or all of the deliverables or any modification thereof furnished hereunder with information, software, specifications, instructions, data, or materials not approved by Bidder and operation of the deliverables on incompatible hardware not recommended by Bidder; (ii) any change, not made by Consultant, to some or all of the deliverables; or (iii) if the deliverables have been tampered with, altered or modified by the RSIL without the written permission of Consultant; or (iv) defects in components or materials provided to Bidder by RSIL in connection with the preparation of the deliverable.</p>	As per RFP
142		Additional Clauses to be included	<p>Additional Support and Services</p> <p>In case the RSIL requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.</p>	As per RFP
143		Additional Clauses to be included	<p>Travel and Related Expenses</p> <p>Should the assignment require any travel by any Bidder expert outside their respective base location(s), the RSIL will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p>	As per RFP
144		Additional Clauses to be included	<p>Cost Escalation</p> <p>Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the RSIL, non-availability of facilities at the RSIL, increase in the scope of the agreed Change-Requirements or increase in the RSIL Implementation support requirements etc., Bidder will bring this to the attention of the RSIL. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.</p>	As per RFP

145		Additional Clauses to be included	<p>Non-employment</p> <p>The RSIL will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.</p>	As per RFP
146		Additional Clauses to be included	<p>Waiver</p> <p>No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.</p>	As per RFP
147		Additional Clauses to be included	<p>Assignment</p> <p>Neither Party shall be entitled to assign or transfer all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party.</p>	As per RFP
148		Additional Clauses to be included	<p>Nonexclusively</p> <p>Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.</p>	As per RFP
149		Additional Clauses to be included	<p>Independent Relationship</p> <p>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p>	As per RFP
150		Additional Clauses to be included	<p>Modification</p> <p>This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.</p>	No change
151		Additional Clauses to be included	<p>Publicity</p> <p>Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.</p>	No change

152			Additional Clauses to be included	Entire Understanding  This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by applicable law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.	No change
153			Additional Clauses to be included	Survival The clauses of this proposal which by their nature are intended to survive shall so survive the termination/expiry of this proposal.	No change
154	32	Section 4.11	Helpdesk Support	Kindly clarify whether IVRS is required to receive the calls or DID numbers(Telephone lines) needs to provisioned by the SI - Whether calls needs to record if yes, the duration for retention of these calls. - Who is going to procure Toll Free Number and PRI line - Is there specific license based Helpdesk tool required or Open Source based tool shall comply.	As per RFP
155	32	Section 4.11	Helpdesk Support	We understand that TCS can setup the Helpdesk at TCS provided facility and not required to host at client site Kindly confirm.	As per RFP
156	66	Section 4.11	Helpdesk Support	Kindly share the expected weekly, monthly call volume and minimum resource required to handle the operations	As per RFP
157	66	Section 4.11	Generic	Is there any requirement for outbound calls by the Helpdesk team. What is the estimated call volume?	As per RFP
158	9	Financial: Turnover from IT/ITeS	Annual Average Turnover of the bidder from IT/ ITeS for the last five financial years i.e. from 2018-19 to 2022-23 (as per the last published audited balance sheets), should be at least INR 500.00 Crores.CA Certificate with CA's Registration Number, Seal and UDIN	For Annual Average Turnover , please allow the bidder to submit CS certificate	As per RFP
159	9	Financial: Net Worth	The net worth of the bidder as on 31-03-2023 should be Positive.CA Certificate with CA's Registration Number/ Seal and UDIN	For Net worth , please allow the bidder to submit CS certificate	As per RFP
160	10	Technical Capability -I		As some of the projects are under NDA , it may not be feasible to share work order and contract copies, please allow the bidder to submit the self certificate by authorised signatory for the stated criteria	As per RFP
161	27	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	4.5 Team Structure & Manpower Requirements (indicative):  8. The manpower may be interchanged between different profiles as per the need of the project with approval from CTD. a) General clauses for manpower (for resources deployed on-site) a. <b>Selected Bidder shall be responsible to retain the deployed manpower for at least one year in the project. In the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent or higher qualifications and experience. All such events should be notified prior (at least 30 days) to CTD/ RISL in writing.</b>	<b>The bidder requests the following clarifications:</b> The bidder understands that there can be reasons other than a resource leaving the employment of the selected bidder which will lead to replacement of a resource any time during the contract period. If such a situation arises, a suitable replacement acceptable to the client should be provided by the selected bidder. All such events should be notified prior (at least 30 days) to CTD/ RISL in writing. Please confirm if the understanding is correct.	As per RFP

162	27	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	4.5 Team Structure & Manpower Requirements (indicative):  8. The manpower may be interchanged between different profiles as per the need of the project with approval from CTD. a) General clauses for manpower (for resources deployed on-site) d. Selected bidder shall be responsible to replace the resource(s) within 15 days.	<b>The bidder requests the following modifications:</b> d. Selected bidder shall be responsible to replace the resource(s) within 30 working days.	As per RFP
163	27	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	4.6 Duration of the Project- The total Project duration is of 60 months including 18 months of Development and 42 months of FMS phase, which can be extended by 30 more months as per mutual consent. The deployment contract may be extended for further period as per requirements of the department on terms & conditions mutually agreed between both the parties.	<b>The bidder requests the following clarifications:</b> By mutual consent, the bidder understands that the contract can be extended on cost, terms & conditions mutually agreed between both the parties. Please confirm if the understanding is correct.	As per RFP
164	27	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	4.6 Duration of the Project- The total Project duration is of 60 months including 18 months of Development and 42 months of FMS phase, which can be extended by 30 more months as per mutual consent. The deployment contract may be extended for further period as per requirements of the department on terms & conditions mutually agreed between both the parties.	<b>The bidder requests the following clarifications:</b> Does this mean that after 30 months extension with mutual consent, the contract can be further extended also? Please confirm.	As per RFP
165	31	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	4.10 Training, Handholding and Implementation Support:	<b>The bidder requests the following clarifications:</b> 1. Please let us know how many training sessions have to be taken and at what frequency. 2. Please confirm in case bidder's staff have to travel for training / handholding to different cities, in that case, all the boarding lodging will be paid by the client.	As per RFP.
166	32	4. SCOPE OF WORK, DELIVERABLES & TIMELINES	4.11 Helpdesk Support (Incident/ Problem Management): c) The successful bidder shall have to setup Helpdesk support for users immediately after Go-live of Group-1 of Phase-1. Successful bidder shall provide Helpdesk for telephonic support during business hours i.e. from 9:30 AM to 6:00 PM from Monday to Friday.	<b>The bidder requests the following clarifications:</b> The bidder shall be paid for the no. of helpdesk resources deployed. Please confirm.	As per RFP
167	38	5. INSTRUCTION TO BIDDERS (ITB)	8) Bid Security: 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.	<b>The bidder requests the following modification:</b> h) The bid security of unsuccessful bidders shall be refunded within 30 days of notification of award / issuance of Lol to the successful bidder.	As per RFP
168	39	5. INSTRUCTION TO BIDDERS (ITB)	8) Bid Security: m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: - a. the expiry of validity of bid security; b. the execution of agreement for contract and security deposit is furnished by the Successful Bidder; c. the cancellation of the procurement process; or d. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.	<b>The bidder requests the following modification / clarifications:</b> m) The procuring entity shall promptly return the bid security, not later than 15 days, after the earliest of the following events, namely: - a. the expiry of validity of bid security; b. the execution of agreement for contract and security deposit is furnished by the Successful Bidder; c. the cancellation of the procurement process; or d. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.	As per RFP

169	40	5. INSTRUCTION TO BIDDERS (ITB)	12) Selection Method: The selection method is Least Cost Based Selection (LCBS or L1).	<b>The bidder requests the following modification:</b> Please change this to QCBS with 80% weightage to Technical score and 20% weightage to financial score. Both scores to be normalized before adding to arrive at the final score of the bidder.	As per RFP
170	42	5. INSTRUCTION TO BIDDERS (ITB)	e) Technical Evaluation Criteria: 1. Organizational Capability  A. Turnover of the firm - Certificate from CA ascertaining Turnover from IT System Integration (SI) services <b>in the last 3 financial years</b>	<b>The bidder requests the following modification / clarifications:</b> 1) Is it 3 years or 5 years as the years mentioned are 2018-19 to 2022-23? Please confirm. 2) Please accept certificate from Company Secretary also	As per Ammended RFP
171	46	5. INSTRUCTION TO BIDDERS (ITB)	21) Acceptance of the successful Bid and award of contract: 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. <b>Until a formal contract is executed, the letter of acceptance or Lol shall constitute a binding contract.</b>	<b>The bidder requests the following clarifications:</b> The contract start date shall be considered from the date of LoA / Lol. Please confirm if the understanding is correct.	As per RFP
172	47	5. INSTRUCTION TO BIDDERS (ITB)	24) Right to vary quantity: a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.	<b>The bidder requests the following modifications:</b> The bidder shall put forward the best price after discounts with the assumption that the entire BoQ shall be procured from them. So, the bidder requests that there should be a limit / cap to the downward revision in quantity that is permissible. Also, there should be no downward revision in quantity after the award of LoA / Lol. Please consider.	As per RFP
173	47	5. INSTRUCTION TO BIDDERS (ITB)	25) Performance Security: b) The amount of performance security shall be 5%, of the amount of supply order in case of procurement of goods and services.	<b>The bidder requests the following modifications:</b> The amount of performance security shall be 3%, of the amount of supply order in case of procurement of goods and services.	As per RFP
174	48	5. INSTRUCTION TO BIDDERS (ITB)	26) Execution of Agreement: b) The Successful Bidder shall sign the Agreement within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.	<b>The bidder requests the following modifications:</b> The Successful Bidder shall sign the Agreement within 30 working days, or any further extensions as mutually agreed between both parties, from the date on which the letter of acceptance or letter of intent is received by the successful bidder.	As per RFP
175	56	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	11. Purchaser's Responsibilities- b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general conditions of the contract.	<b>The bidder requests the following additions to the clause:</b> Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Purchaser to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.	.As per RFP

176	58	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	18. Extension in Delivery Period and Liquidated Damages (LD)- a) Except as provided under clause "Force Majeure", if the Supplier/ Selected Bidder fails to deliver any or all of the Goods and Services or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, <b>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.</b> Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".	<b>The bidder requests the following clarifications:</b> The table is not clear. <b>For instance, Delay up to one fourth period of the prescribed period of delivery, successful installation and completion of work will attract a LD of 2.5%.</b> However, how will this be applied in terms of weeks? For Group 1, the Implementation phase is 4 months (16 weeks). So, one fourth period shall be 4 weeks. Please clarify the applicable LD with an example: 1) What will be the LD applicable if Group 1 is delayed by 1 week 2) What will be the LD applicable if Group 1 is delayed by 4 weeks 3) What will be the LD applicable if Group 1 is delayed by 8 weeks	As per RFP
177	59	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	18. Extension in Delivery Period and Liquidated Damages (LD)- The maximum amount of liquidated damages shall be 10% of a milestone, the percentage of LD is applicable on the payment due for a particular milestone.	<b>The bidder requests the following modifications:</b> The maximum amount of liquidated damages shall be 5% of a milestone, the percentage of LD is applicable on the payment due for a particular milestone.	As per RFP
178	59	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	18. Extension in Delivery Period and Liquidated Damages (LD)- Liquidated damages, on prorata basis, shall also be applicable in case of delay in deployment of resources to be deployed under the project.	The bidder requests the deletion of the clause. As there is already a SLA based LD applicable in case of delays in completion of work, there should not be a double penalty levied on the bidder for delay in deployment of resources. This is not a T&M contract.	As per ammended RFP
179	60	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	21. Change Orders and Contract Amendments- 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 <b>shall not exceed the prevailing rates charged to other parties by the Supplier/ Selected Bidder for similar services.</b>	<b>The bidder requests the following modifications:</b> Prices to be charged by the Supplier/ Selected Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties	As per RFP
180	60	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	22. Termination-	<b>The bidder requests the following clarifications:</b> The bidder understands that in the event of termination for any reason whatsoever, the bidder shall be paid for all the goods delivered / services rendered and accepted by the Purchaser till the effective date of termination. Please confirm if the understanding is correct.	As per RFP
181	60	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	22. Termination-	<b>The bidder requests the following addition to the clause:</b> If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between Purchaser and the bidder in relation to that amount, the bidder may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay the bidder within 7 days after the date of such notice, the bidder may by a further notice to Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.	No change. As per RFP

182	60	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	22. Termination- a) Termination for Default-	<b>The bidder requests the following modifications:</b> Either party may terminate this Agreement for cause if either party materially breaches this Agreement, provided that either party gives the other notice of such breach and it remains uncured after 60 days following notice or such other period as mutually agreed.	As per RFP
183	61	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	22. Termination- a) Termination for Default- ii. If tendering authority terminates the contract in whole or in part, amount of PSD may be forfeited.	The bidder requests the deletion of the clause.	As per RFP
184	61	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	22. Termination- a) Termination for Default-	<b>The bidder requests the following modifications:</b> Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement.	As per RFP
185	62	6. TERMS AND CONDITIONS, OF TENDER & CONTRACT-	25. Exit Management	<b>The bidder requests the following clarifications:</b> Please confirm when shall the Exit management phase start in terms of expiry of the contract and what shall be the duration of the exit management phase.	As per Ammended RFP
186	65	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	2) Project Duration and Time Schedule: b) Phase 2: Operation and Maintenance – Facility Management Services (FMS)  Activity - a) Day to day operations and management of application software Time Schedule - <b>For the entire FMS period of three years (42 months) from the date of go-live of Phase-1.</b>	<b>The bidder requests the following clarifications:</b> Does the 42 months FMS period start from the date of go-live of phase-1 or date of go-live of phase-3 as mentioned earlier in the RFP? Please clarify.	From go-live of Phase 1 (i.e Go-live of Group 3)
187	67	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	3) Payment Terms and Schedule: ICTMS Server Infrastructure	<b>The bidder requests the following modifications:</b> 1) 25% of [Cost of ICTMS Server Infrastructure i.e. Value of Item No. 1 of Financial Bid 2) 75% of [Cost of ICTMS Server Infrastructure i.e. Value of Item No. 1 of Financial Bid	As per RFP
188	68	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	3) Payment Terms and Schedule: ICTMS application development (Group-3, Phase-1)  Go-Live of ICTMS Group-3 modules - 19% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 2 of Financial Bid	<b>The bidder requests the following modifications:</b> 25% payment of Total cost of ICTMS application Phase-1 i.e. Value of Item No. 2 of Financial Bid	As per RFP
189	68	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	Composite man-month rates of resources to handle Change requests during Support & Maintenance Period	<b>The bidder requests the following modifications:</b> Please allow the service provider to provide a man-month rate card applicable for the first Year of the contract which will be subject to 15% YoY increase in rates to cover the change request services provided in subsequent years of the contract. Such a rate card shall be contract specific.	As per RFP



190	69	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	b) Due payments shall be made promptly by the purchaser.	<b>The bidder requests the following addition to the clause:</b> Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Purchaser to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.	As per RFP
191	69	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.	<b>The bidder requests the following addition to the clause:</b> The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the bidder where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. In the event that Purchaser disputes, Purchaser shall notify bidder reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. If no dispute, substantiated in writing, is made by Purchaser within a period of fifteen (15) days of having received that invoice about any inaccuracy or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the Purchaser. Any dispute shall not relieve Purchaser from paying when due, the undisputed portion of the invoice.	As per RFP
192	71	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- e) SLA ii. SLA Penalty in Phase 1 (development Phase): A. The maximum total SLA penalty towards Group-1 and Group-2 modules after being made live during development Phase-1 shall not be more than 10% of Item no. 2 of Financial Bid.	<b>The bidder requests the following modifications:</b> A. The maximum total SLA penalty towards Group-1 and Group-2 modules after being made live during development Phase-1 shall not be more than 5% of Item no. 2 of Financial	As per RFP
193	71	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- e) SLA ii. SLA Penalty in Phase 1 (development Phase): A. Penalty amount shall be deducted from the payment due to the selected bidder. This penalty and LD calculation (towards manpower deployment, development & implementation) for Phase 1 would be done separately and both would be applicable independently in Phase 1.	<b>The bidder requests the following modifications:</b> There is a LD clause applicable in the contract. Further, SLA penalty is also being levied separately. This is double penalty. This should be modified. Please consider.	As per ammended RFP
194	72	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- e) SLA iii. Penalty for delay in response/ resolution time in Phase 2 (FMS Phase): B. The maximum total SLA penalty in a quarter shall not be more than 10% of the total amount due for that quarter.	<b>The bidder requests the following modification:</b> B. The maximum total SLA penalty in a quarter shall not be more than 5% of the total amount due for that quarter.	As per RFP

195	72	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- e) SLA iii. Penalty for delay in response/ resolution time in Phase 2 (FMS Phase): C. Penalty for replacement / Exit of resources deployed: <input type="checkbox"/> Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer or due to any unforeseen emergency subject to approval from Competent Authority.	<b>The bidder requests the following modifications:</b> The bidder understands that there can be reasons other than a resource leaving the employment of the selected bidder which will lead to replacement of a resource any time during the contract period. If such a situation arises, a suitable replacement acceptable to the client should be provided by the selected bidder. All such events should be notified prior (at least 30 days) to CTD/ RISL in writing. Please confirm if the understanding is correct.	As per RFP.
196	72	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- e) SLA iii. Penalty for delay in response/ resolution time in Phase 2 (FMS Phase): C. Penalty for replacement / Exit of resources deployed: <input type="checkbox"/> The supplier will have to replace a resource within 15 days or any other period specified by the bidder.	<b>The bidder requests the following modifications:</b> Selected bidder shall be responsible to replace the resource(s) within 30 working days or any additional period as mutually agreed between parties.	As per RFP.
197	72	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- e) SLA iii. Penalty for delay in response/ resolution time in Phase 2 (FMS Phase): <input type="checkbox"/> 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: o Within 6 Month: Rs. 50,000 (Rupees Fifty Thousand Only) per resource per instance. o After 6 Months and upto 1 Year: Rs. 10,000 (Rupees Ten Thousand Only) per Resource per instance o After 1 Year: No penalty	The bidder requests the deletion of the clause. As there is already a SLA based penalty applicable in case of delays in completion of work, there should not be a double penalty levied on the bidder for delay in deployment of resources. This is not a T&M contract.	As per ammended RFP
198	72	7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	4) Service Level Standards/ Requirements/ Agreement- e) SLA iii. Penalty for delay in response/ resolution time in Phase 2 (FMS Phase): <input type="checkbox"/> The maximum total penalty in any quarter shall not be more than 10% of the total amount due for the quarter.	<b>The bidder requests the following modifications:</b> The maximum total penalty in any quarter shall not be more than 5% of the total amount due for the quarter.	As per RFP
199	79	ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT	The prices are inclusive of all type of govt. taxes/duties as asked in the financial bid(BoQ).	<b>The bidder requests the following clarifications:</b> The rates quoted shall be inclusive of GST applicable as on bid submission date. In the event of any increase or decrease of GST rate & subsequent to award of work, which results in change in Contract Value, successful bidder shall be covered for any such variation, i.e. neither bear additional GST rate nor will be beneficiary of reduction in GST Rate, subject to production of documentary proof to satisfaction of CLIENT to the extent which is attributable to such change as mentioned above. Please confirm.	Taxes shall be as applicable

200	80	ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT	Financial Bid Format: 1. Supply & Installation of Server Infrastructure at RSDC as per Scope of Work, Bill of material & Technical Specifications mentioned in this RFP (Annexure-13)	<b>The bidder requests the following modifications:</b> There are multiple items which are expected to be supplied as part of Annexure 13. So, the bidder requests that they should be allowed to provide a break-up of cost for each item, applicable taxes for each item and quantity to be supplied in the financial format itself. This will also allow the bidder to raise an invoice as and when the item is delivered as due to GST compliances, the invoice for the hardware items needs to be raised at the time of delivery. Please consider and suitably modify the BoQ format.	As per RFP
201	80	ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT	Financial Bid Format: 4. Composite man-month rates of resources to handle Change requests during Support & Maintenance Period	<b>The bidder requests the following modifications:</b> Please allow the service provider to provide a man-month rate card applicable for the first Year of the contract which will be subject to 15% YoY increase in rates to cover the change request services provided in subsequent years of the contract. Such a rate card shall be contract specific.	As per RFP
202	General	General	Acceptance of deliverables	<b>The bidder requests the addition of the following clause:</b> The Purchaser shall provide response or feedback on deliverables within 7 working days. Purchaser shall provide signoff within 15 calendar days from the submission of final deliverable in complete form by the bidder. In case, the purchaser fails to provide signoff on the final deliverable within 15 working days, same may be considered as deemed acceptance. However, in case the purchaser confirms to the SI with an alternative date, then that date would stand revised for deemed acceptance. Such revisions will be limited to 1 (one) time for the respective deliverable.	As per RFP