

2025

# RajCOMP Info Services Limited (RISL)

Request for Proposal (RFP) for Selection of Agency for Design, Development and Maintenance of “e-Sanchar 3.0” Application for Department of IT & Communication, Government of Rajasthan



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**Request for Proposal (RFP) for Selection of Agency for Design, Development and Maintenance of “e-Sanchar 3.0” Application for Department of IT & Communication, Government of Rajasthan**

**Reference No.:** F4.3(584)/RISL/Tech/2023/7801

**Dated:** 23.01.2025

<b>Mode of Bid Submission</b>	Online through eProcurement/ eTendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Date &amp; Time of Pre-bid meeting</b>	31.01.2025 at 3:00 PM
<b>Last Date &amp; Time of Submission of Bid</b>	25.02.2025, 3:30 PM
<b>Date &amp; Time of Opening of Technical Bid</b>	25.02.2025, 4:00 PM

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

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

**RajCOMP Info Services Limited (RISL)**

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

Phone: 0141-5103902 Fax: 0141-2228701

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

## **ABBREVIATIONS & DEFINITIONS**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorized Signatory</b>	The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Contract/ Project Period</b>	The Contract/ Project Period shall commence from the date of issue of Work order till 6 Years.
<b>COTS</b>	Commercial Off The Shelf Software
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DeitY, GoI</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.

<b>Gov/ GoR</b>	Govt. of India/ Govt. of Rajasthan
<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
<b>GST</b>	Goods and Services Tax
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>Lol</b>	Letter of Intent
<b>MPR</b>	Monthly Performance Report
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a

	procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
<b>RISL</b>	RajCOMP Info Services Limited
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>RVAT</b>	Rajasthan Value Added Tax
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>SOA</b>	Service Oriented Architecture
<b>SSK</b>	Self Service Kiosk
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>VAT/ CenVAT</b>	Value Added Tax/ Central VAT
<b>WO/ PO</b>	Work Order/ Purchase Order



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

Ref No.: F4.3(584)/RISL/Tech/2023/7801	Dated: 23.01.2025
Unique Bid Number: RIS2425GLOB00075	
<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Pawan Kumar Jangid</li> <li>Designation: Additional Director</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302007 (Rajasthan)</li> <li>Email: <a href="mailto:pkjangid.doit@rajasthan.gov.in">pkjangid.doit@rajasthan.gov.in</a></li> </ul>
<b>Subject Matter of Procurement</b>	Design, Development and Maintenance of "e-Sanchar 3.0" Application for DoIT&C, GoR
<b>Bid Procedure</b>	Single-stage: two part (envelope) open competitive e-Bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS)-L1
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://www.doitc.rajasthan.gov.in">http://www.doitc.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></li> <li>Bidding document fee: Rs. 5000/- (Rupees Five Thousand only) the form of Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur. In case of SSI/MSME bid fees shall be 50 % of above specified rates.</li> <li>RISL Processing Fee: Rs. 2500/- (Rupees Two Thousand Five Hundred only) Note - The RISL processing fees may be deposited through single challan on e-GRAS as per F.D. circular no. F.6(5)Finance/GF&amp;AR/2018 dated 27-04-2020 or in the form of Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur along with Bid Document Fee from the bidders.</li> </ul>
<b>Estimated Procurement Cost</b>	Rs 6.00 Cr. (Rupees Six Crores Only)
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): 12,00,000.00(Rupees Twelve Lacs Only)</li> <li>Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of "MD, RISL" payable at "Jaipur"</li> <li>In case of MSME registered in Rajasthan, the amount will be 3,00,000.00 lacs (Rupee Three Lacs)</li> </ul>
<b>Period of Sale of Bidding Document (Start/ End Date)</b>	From 23.01.2025 7:00 PM to 25.02.2025 03:00 PM
<b>Date/ Time/ Place of Pre-Bid Meeting</b>	<p>Shall be conducted on 31.01.2025 03:00 PM at RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</p> <p>Pre-bid queries shall reach us latest by 6 PM on 30.01.2025 through e-mail ON <a href="mailto:pkjangid.doit@rajasthan.gov.in">pkjangid.doit@rajasthan.gov.in</a>. No queries shall be entertained received after this timeline.</p>
<b>Manner, Start/ End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>Manner: Online at eProc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: 11.02.2025 7:00 PM</li> <li>End Date: 25.02.2025 3.30 PM</li> </ul>
<b>Submission of Banker's Cheque/ Demand Draft/Bank Guarantee for Tender Fee, Bid Security, and Processing Fee*</b>	Up to 3.30 PM on 25.02.2025
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>Date: 25.02.2025</li> <li>Time: 4.00 p.m.</li> <li>Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>

<b>Date/ Time/ Place of Financial Bid Opening</b>	Will be intimated later to the Technically qualified bidders
<b>Bid Validity</b>	90 days from the bid submission deadline

**Note:**

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) \* In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security up to 3:30 PM on 25.02.2025, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "MD, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.  
 Note - The RISL processing fees may be deposited through single challan on e-GRAS as per F.D. circular no. F.6(5)Finance/GF&AR/2018 dated 27-04-2020 or in the form of Demand Draft / Banker's Cheque in the name of Managing Director, RISL payable at Jaipur along with Bid Document Fee from the bidders.
- 3) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 4) In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to date/time mentioned in NIT, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 5) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 6) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 7) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 8) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot. Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)  
 e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in) ; Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 9) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 10) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a Lol has been issued or a formal contract is signed and executed between the procuring entity and the successful bidder.
- 11) Procuring entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 12) The provisions of RTPP Act, 2012 and Rules, 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.
- 13) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped one day prior to the date of opening of Bid. The complete bidding document shall also be placed on the State Public Procurement Portal and e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the websites and pay its price while submitting the Bid to the procuring entity.
- 14) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

Additional Director

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

### **1) Project Profile**

- Government of Rajasthan has been dedicated to implement a transparent and accountable governance and with this intention Rajasthan has become one of the pioneer States in implementing lots of innovative solutions for the benefit of citizens.
- In its bid to increase its reach to the citizens, Rajasthan Government intends to leverage the benefits of ICT and implement state of the art solution to enhance the effectiveness of various schemes launched.
- A number of G2C and G2G e-Governance Applications and Services are notifying their users for various alerts, information, confirmations through SMS services on their mobile phones. Apart from this, large numbers of applications are authenticating their users for a number of service requests through OTP messages.
- To fulfil the above requirement, the state government has implemented a project named “e-Sanchar” for sending SMS and OTP messages which is being utilized as a service by various ongoing and upcoming projects to provide a channel of G2C communications. This project has been implemented under the aegis of RajCOMP Info Services Ltd.
- The department now aims to engage an agency to design, develop, implement and maintain a centralized robust solution to manage the SMS services for different organizations/projects/services. To undertake the above activity, it is recommended to design the application on latest technology platform. In this direction, DoIT&C/ RISL proposes to seek application development and five (5) years of Operations and Maintenance services from the leading service providers, having relevant experience. The tenure may be further extended based on the performance of the firm and mutual consent of RISL and the respective Organization/ Firm.

### **2) About the Department**

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

### 3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	<p>A) The bidder should be a company registered under Indian Companies Act, 1956;</p> <p style="text-align: center;">OR</p> <p>B) A partnership firm registered under Indian Partnership Act, 1932 or LLP Act, 2008 of India;</p> <p style="text-align: center;">OR</p> <p>C) The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958;</p> <p style="text-align: center;">OR</p> <p>D) The bidder should be a company registered under Indian Companies Act, 2013;</p> <p style="text-align: center;">OR</p> <p>E) Any other Act of State/ Union, as applicable for dealing in the subject matter of procurement;</p> <p><b>Note:</b> A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder</p>	Copy of valid Registration/ Incorporation Certificates
2	Financial: Turnover from IT/ ITeS	<p>Average Annual Turnover of the bidder from IT/ ITeS during last three financial years, i.e. FY: 2021-2022 ,2022-2023 and 2023-2024 (as per the last published audited balance sheets), should be at least Rs. 20 Crores.</p> <p>(Note Turnover of hardware will not be considered for evaluation)</p>	CA Certificate with CA's Registration Number, Signature & Seal
3	Financial: Net Worth	The net worth of the bidder, as on 31-03-2024 (as per last published audited balance sheets), should be Positive.	CA Certificate with CA's Registration Number, Signature & Seal
4	Technical Capability	The bidder must have successfully completed design, development/ customization and maintenance of Application software projects for any	<p>Any one of the followings:</p> <p>1. Work Order + Work Completion</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>State/ Central Government organization/ PSU/Fortune 500 Indian Companies only in India, during the period 01-Apr-2019 to 31-December-2024.</p> <p>A) One Application Software Development project of amount Rs. 6,00,00,000.00 i.e. Rs. Six Crores or more.</p> <p style="text-align: center;">OR</p> <p>B) Minimum Two Application Software Development projects of amount totalling to Rs. 7,00,00,000.00 i.e. INR Seven Crores or more each with at-least 3.00 Cr</p> <p>Note- The W.O. should have been issued on or after 01-Apr-2019</p> <p>Multiple work orders for same project will be considered subjected to be verified through respective certificate issued by the client or Statuary Auditor</p>	<p>Certificates from the client</p> <p>2. Work Order + Certificate of Completion (Certified by the Statutory Auditor)</p> <p>3. Work Order + Phase Completion Certificate from the client</p> <p>The documents submitted in form of work orders/ agreement/ client certificate/ self-certificate should confirm project duration, nature, value of services delivered and project cost.</p>
5	Certification	Bidder must possess a valid SEI CMMI level 3 or higher	Copy of a certificate valid as on last date of bid submission
6	Tax registration	<p>The bidder should have a registered number of</p> <p>i. GST Registration No. where his business is located</p> <p>ii. Income Tax / Pan number.</p>	Copies of relevant certificates of registration
7	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or</p>	A Self Certified letter as per Annexure-6

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with code of integrity as specified in the bidding document.</p>	

*The bidders/ firms are requested to kindly adhere to the order of documents as mentioned above. In addition, all the required documents should be properly annexed as indicated above along with an Index Page.*

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
  - a. the procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-6: ITB”; and
  - b. the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

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

The proposed work shall have following (but not limited to) key components:

1. Design and development of e-Sanchar 3.0 application as per requirement and integration with standard platforms of GoR.
2. Operations & Maintenance (O&M) of e-Sanchar 3.0 application for 5 years from go live.
3. Operations & Maintenance (O&M) of existing e-Sanchar 2.0 application during development phase of e-Sanchar 3.0 application. Details of the existing system e-Sanchar 2.0 is placed in Annexure-14.

##### **1) Details of Scope of Work (SoW)**

The selected bidder shall be responsible to develop e-Sanchar 3.0 application through their onsite/offshore team based on the indicative modules define in this RFP along with any bug fixing and enhancement request as and when given by RISL team.

The selected bidder shall deploy the resources (as mentioned in Annexure: 2) onsite for O&M of e-Sanchar 2.0 and then O&M of e-Sanchar 3.0. RISL will examine the qualification, experience, etc. of the personnel provided before they are put on the designated positions. The selected bidder shall take approval from RISL for the proposed staff before their deployment. RISL has the right to reject the personnel, before or after commencement of the awarded work/project. It is the responsibility of the selected bidder to scale up the development team as and when required to confirm smooth project execution throughout the duration without any extra cost to the purchaser.

##### **i. Preparation of Detailed Project Plan**

The selected bidder shall prepare a detailed project plan for the project in coordination with RISL. Also, the selected bidder shall conduct a detailed System Study of As-Is System, and business processes under the existing e-Sanchar Project and develop a thorough understanding leading to a successful implementation of the Project. The selected bidder shall:

- Interact with concerned officials
- Study the existing systems & applications
- Conduct a detailed study of requirements of the existing e-Sanchar Application
- Understand/ assess data inputs and outputs requirements

The selected bidder, after a complete study of the project, shall submit a Detailed Project Plan with timelines for approval by RISL.

## ii. System Requirement Specification

The selected bidder shall be responsible for the preparation of detailed Software Requirement Specifications (SRS) based on the independent assessment of the AS-Is system, and indicative module requirements as specified in this RFP document.

## iii. Design & Development of e-Sanchar 3.0 Application

The selected bidder shall be responsible for the Design, Development, Testing, and Deployment of e-Sanchar 3.0 Application as per the approved SRS document and indicative module requirements as specified in this RFP document.

The Selected Bidder shall also maintain an RTM (Requirement Traceability Matrix) and shall provide the same to RISL, as and when requested for during the entire contract period. The Selected bidder would be required to provide version control and archiving facility for database and e-Sanchar 3.0 Application as strict version control is necessary for legal accountability, and disaster recovery.

## iv. Testing, Deployment and Configuration of e-Sanchar 3.0 Application

The selected bidder shall conduct the independent testing (including Unit Testing, Functional Testing, Integration Testing, Security Testing, Performance Testing) before deployment for the developed e-Sanchar 3.0 Application and all above specified above test report as a part of requesting for Go-Live certificate.

The e-Sanchar 3.0 Application shall be hosted in RSDC. The Selected Bidder shall be responsible to coordinate with the RSDC operator to host the e-Sanchar 3.0 Application and subsequent versions, updates etc. at RSDC, Jaipur. The selected bidder shall comply with the policies of RSDC.

The e-Sanchar 3.0 Application shall also be hosted on the DR site of RSDC. The DR version of deployment of application would have the same infrastructure and configuration as the main version to be hosted in DC site. The Always-On configuration between DC and DR sites would enable the availability of DR version of application in case of outage of DC version.

The selected bidder, after deployment of e-Sanchar 3.0 Application, shall request for sign-off from RISL. RISL after complete testing of the software solution shall provide its recommendations for Go-ahead/ improvement. The selected bidder shall follow the improvement cycle till final sign-off by RISL. The selected bidder shall be responsible to provide testing tools (if any).



The preferred technologies for the proposed development are Angular/ReactJS with Microsoft.NET Core and Oracle 12.c or higher. However, final decision on the same will taken at the stage of SRS preparation and finalization.

**v. Support and O&M for existing e-Sanchar 2.0 system**

The implementing agency shall provide comprehensive support and Operations & Maintenance (O&M) for the existing e-Sanchar 2.0 system until the development of e-Sanchar 3.0 is completed, deployed in production, and the Go-Live certificate is awarded to the implementing agency. This includes ensuring the smooth functioning of e-Sanchar 2.0, addressing any technical issues, performing regular updates, and providing necessary support to maintain system stability and continuity of services. The onshore resources assigned for the e-Sanchar 3.0 project will also be responsible for providing assistance for e-Sanchar 2.0 during the development phase to ensure seamless transition and minimal disruption to ongoing operations. Details of the existing e-Sanchar 2.0 system are available in Annexure-14.

**vi. Safe-to-Host**

The selected bidder shall obtain Safe to Host Certificate (on his cost from the agencies empanelled by cert.in, Gol or as suggested by RSDC) without any extra cost to the purchaser, before deploying the e-Sanchar 3.0 Application at RSDC. The Safe-to-Host certification shall be obtained on yearly basis. However, RISL may choose to obtain the certification as per the need.

**vii. Assistance to Third Party Auditor (TPA) appointed by RISL**

RISL may appoint a Third-Party Auditor (TPA) at its own cost to conduct the technical review and audits of work performed by the Selected Bidder. The Selected Bidder would extend all support to RISL and shall provide access to the systems as required by TPA for conducting the audits etc. Gaps/ issues identified by the TPA will be decided mutually between RISL and the Selected Bidder and shall further be taken up for resolution by the Selected Bidder at no additional cost.

RISL would be free to conduct such testing at any stage in addition to testing being done by the service provider. Any changes/ enhancements/ upgrades as a result of vulnerabilities/ security threats identified during testing done by RISL or Safe-to-Host certification shall be taken care of by the selected bidder at no extra cost.

**viii. User Acceptance Testing (UAT)**

The selected bidder shall conduct all above mentioned testing (Mentioned in subsection iv) at the end before deploying the Solution for UAT. The Selected Bidder shall give a demonstration of different module-wise functionalities developed after deploying the e-Sanchar 3.0 Application at RSDC. The selected bidder shall also thoroughly test the performance of e-Sanchar 3.0 Application for proper load, as suggested by RISL. RISL shall conduct functional testing of the Software solution once the deployment is over. The selected bidder shall also be responsible for:

- Preparation and submission of Test Strategy, Test cases and Test Results.
- Assist Purchaser in carrying out user acceptance of solution.
- Rectifying the e-Sanchar 3.0 Application for any issues/ bugs reported during the UAT and submit the report/ testing documents including details of defects/ bugs/ errors found and corrective actions taken.
- Final approval/ user acceptance of the e-Sanchar 3.0 Application shall be given by RISL. This is the responsibility of the Selected Bidder to obtain the UAT approval from the RISL.

The selected bidder shall obtain sign-off on UAT for complete e-Sanchar 3.0 Application from RISL after successful implementation of all the changes based upon recommendations received from RISL after safe-to-host/ UAT/ technical audit/ testing.

**ix. Data migration from existing database/ applications of e-Sanchar 3.0**

The Selected Bidder shall plan, migrate & monitor the migration of legacy Data from existing database/ applications of e-Sanchar. No extra payment shall be made to the selected bidder for Data migration work. The Selected bidder has to ensure that no data is lost in the process. The data migration process from the existing e-Sanchar 2.0 to e-Sanchar 3.0 should include the migration of master data, transaction summary data, reporting data, log tables (excluding transactional data), and any additional data tables as requested by the procuring entity during the migration process. Tentative list of records envisaged to be migrated are as per following details:

- a. Master data: approximate 12,500 records from 30 odd tables
- b. SMS summary data: 1.90 lacs

**x. Go-live of Software Solution**

- After RISL approves the application software including fixes for any bugs reported during UAT, the selected bidder shall make it available for Go-live.
- Only after the Go-live of the e-Sanchar 3.0 Application, the software solution would be deemed to have been commissioned and enter into Operations & Maintenance (O&M) phase.
- Selected Bidder should provide all related documents viz. User manual (Role wise

and Module wise) as mentioned in this RFP document.

**xi. Training and Handholding Support on application software**

- The selected bidder shall provide training material (role and module based), language of which shall be in Hindi and English.
- The selected bidder shall prepare all the relevant user manuals and integration documents for various services of the system.

**xii. Development of Integrated Communication Module for e-Sanchar Portal**

- A new module is to be developed within the e-Sanchar portal, aiming to integrate various communication platforms, including Rajasthan Sampark, RISL's WhatsApp Management Portal, Voice Bot System through APIs.
- This module will enable a unified dashboard that provides a holistic view of communications across all these channels. The dashboard will be designed with different levels of user access to ensure that relevant information and reports are accessible to various stakeholders. This will enhance the efficiency of communication management and provide valuable insights through comprehensive reporting.
- The development of this module is crucial for streamlining communication processes and improving the overall effectiveness of stakeholder engagement.

**xiii. Operations & Maintenance (O&M) for e-Sanchar 3.0 Application**

The selected bidder shall also provide Operations and Maintenance (O&M) services for e-Sanchar 3.0 Application developed, starting from the Go-live date of e-Sanchar 3.0 Application.

**a) Deployment of Manpower**

- The selected Bidder shall deploy the Team (as per Annexure: 2) onsite from the start of the O&M period for 5 years.
- The proposed services shall be normally manned for 9 hours each day as per the Government of Rajasthan calendar, however key resources will be available on site on immediate basis as and when required. In exceptional conditions or the urgency of work, the support might be required on holidays as well. The selected bidder shall maintain an attendance register for the resources deployed.
- Also, it would be the responsibility of the Selected Bidder to retain the deployed manpower for the entire Contract/ Project duration, or in the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent minimum qualifications and experience. All such events should be notified before RISL in writing and should be in accordance

with the SLAs mentioned in this RFP.

- The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time. RISL will examine the qualification, experience etc. of the personnel provided before they are put on the designated positions and a HR undertaking should be submitted on the letter head of the company along with resume of the resources at the time deployment. The Selected Bidder has to take approval from RISL for the proposed staff before their deployment. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.
- The selected bidder shall provide the required IT infrastructure to the deployed resources i.e. Desktops/ Laptops with adequate configuration to undertake application development during the entire project period. The purchaser shall provide the seating space, furniture and internet connectivity to the deployed resources. It will be the responsibility of the selected bidder to repair/ replace these Desktops/ Laptops, if required, to meet the SLAs and project requirements.
- It is the responsibility of the selected bidder to scale up the Operations & Maintenance (O&M) team as and when required to confirm smooth project execution throughout the duration.

**b) New Enhancement**

- Addition of new functionalities/ modules as and when required
- Modification/ up-gradation/ enhancement in the Process or functionality to fix some complex problem requests or defect fixing to upgrade the application performance.
- Update the design & content, layout, colour schema, input forms, etc.
- MIS Reports based on Database(s).
- Analytical widgets on Dashboards based on the materialised views and/ or OLAP database to ensure fast retrieval without affecting transitive performance
- Integration with any applications of GoI/ GoR/ Third party for compliance of any mandate of government or to enhance the services through e-Sanchar 3.0
- Any task related to application enhancement, development, maintenance, for the compliance of government orders or as directed by the purchaser
- The selected bidder shall maintain version control and archives of source code, content and database.
- As-is and other relevant document as specified in this RFP, Source code and Database of the e-sanchar3.0 will be treated as intellectual property of RISL Only from the day of contract signing. Selected bidder should not provide these documents, source code and database to anyone else without consent and approval

of RISL in writing

**c) Managed Services during O&M Period**

The selected bidder shall be responsible for the overall administration, operations, monitoring & maintenance of the deployed e-Sanchar 3.0 Application and the Database to ensure the desired uptime and performance.

**i. Performance Monitoring & Enhancement:** RISL may carry out the performance testing activity (load/ stress/ volume testing) on yearly basis or as per the requirements to ensure that the application meets the required speed, scalability, and stability requirements under the expected workloads and provide its recommendations. The selected bidder, based on the recommendations of RISL, shall incorporate changes in the software solution at NO extra cost, to ensure smooth functioning of the application under varying load requirements & ensure proper management of:

- Concurrent users
- CPU utilization
- Memory utilization
- Network utilization

RISL may arrange for the security audits of the application through a third-party agency on a timely basis. Based on the findings of security audits, the selected bidder will have to bring in the necessary changes in the application to ensure the compliance of the security of the application. These changes would have to be conducted by the selected bidder at no extra cost to RISL. After making such changes, the successful bidder shall have to submit an undertaking stating compliance to the report.

**ii. Operations & Maintenance Reports**

- The Selected Bidder shall have to submit key deliverables during the operations and Maintenance Period of e-Sanchar2.0 and e-Sanchar 3.0 which are mentioned hereunder. However, in addition to the reports/ deliverables as indicated below, the selected bidder shall prepare and submit all other required information in the desired format as notified by the purchaser related to the project from time to time.
- The formats for all the reports shall be prepared by the selected bidder and submitted to the purchaser for approval. The reports submitted by the selected bidder should strictly be in the approved format only which, if required, may be revised from time to time.

Operations & Maintenance Reports				
S.	Activity	Deliverable	Frequency	Time Frame

No.				
1.	Deployment of Manpower	Attendance Report of Onsite team deployed at DoIT&C / RISL, duly approved by the designated authority	Quarterly	Within 1 Week of end of each Quarter
2.	New Enhancement	Enhancement/ up-gradation/ modification reports along with updated design documents & user manuals	Quarterly	Within 1 Week of end of each Quarter
3.	Managed Services during Operations and Maintenance Period	<ul style="list-style-type: none"> <li>System Uptime report</li> <li>Consolidated Report on Calls Logged, Resolved and Escalated</li> </ul>	Quarterly	Within 1 Week of end of each Quarter

## 2) Roles & Responsibilities of Stakeholders/ SI

### i. Responsibilities of RISL

Along with overall monitoring of the contract, the role of RISL in the successful implementation of the solution includes discharging the following responsibilities:

- To identify and appoint senior nodal officer(s) and nodal team for facilitating the project execution
- Coordinate with other government/ non-govt. agencies for their service integration.
- Conduct review meetings at regular intervals to monitor the progress of the project.
- Provide necessary support during requirement gathering, sharing of manual templates and explain the functional requirements in detail to the selected bidder and facilitate in development of functional requirement for SRS.
- Review, provide feedback and approve the solution design, software design, implementation approach, and other technical documents submitted by the selected bidder.
- Co-ordinate with the RSDC and other stakeholders of the project.
- To oversee the proposed training plan
- Recommendation of designated Committee(s) with the finalization of efforts estimation, cost estimation, milestone and payment.
- Review and approve the payments to the Selected Bidder as per SLA
- Any other help/ assistance/ co-ordination required for the successful implementation and operations of the work/ project.

### ii. Responsibilities of the selected bidder: As per scope of work defined in this RFP.

### 3) Project Deliverables, Milestones & Time Schedule

The selected bidder is expected to carry out all work as specified in the clause above. Reports or deliverables are to be submitted timely by the supplier to the purchaser to ensure timely and smooth execution of project. Details of milestones, deliverables, activities and applicable payment is given in Clause 1 (Payment Terms and Schedule) given in Chapter 8 (Special Terms and Conditions of Tender & Contract) of the RFP document.

### 4) PROJECT DURATION

The expected Contract/ Project Period is 5 years and 6 months (including 6 months for design and development of application and 5 years for support & maintenance) which shall commence from the date of issuance of work order and may further be extended for up to 2 years based on the requirement and performance. The rates of extended period will be Fifth year’s rates submitted in financial bid.

### 5) Software & Hardware Stack Available at RSDC

S. No.	Components	Remarks
<b>Hardware available at RSDC</b>		
1	Application Server (with latest version of Windows/Redhat Linux)	Available with windows server 2019/RHEL 9.x Server Edition
2.	Web Server (with latest version of Windows/Redhat Linux)	Available with windows server 2019/RHEL 9.x Server Edition
3.	SAN Storage (5TB)	Available
<b>Software available at RSDC</b>		
1	Data Base Server - Enterprise Edition (Latest version of MS SQL/ Oracle 19c/Postgres)	Available on shared basis
2	Application Server (IIS/ JBoss/ Apache Tomcat)	Available, however in case of Jboss, requisite licenses are required to be provided/procured by the SI.
3	Web Server (support .NET/ J2EE Platforms)	Available with standard configuration. Application based specific configuration if any, is required to be implemented and maintained by SI.
4	NMS/EMS	MicroFocus EMS

Cost of any explicit hardware/software other than the above listed items, if any, shall be borne by the SI accordingly.

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

### **1) Sale of Bidding/ Tender Documents**

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

### **2) Pre-Bid Meeting / Clarifications/ Modifications/ Changes**

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference can also be scheduled by the procuring entity to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
- d) Last date of submitting clarifications requests by the bidder: as per NIB
- e) Response to clarifications by procuring entity: as per NIB
- f) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids and shall be published on the respective websites.
- g) At any time, prior to the deadline for submission of Bids, the procuring entity can for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- h) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- i) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.



- j) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or in such extended time. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

### **3) Changes in the Bidding Document**

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

### **4) Period of Validity of Bids**

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

## 5) Format and Signing of Bids

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

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
<b>Technical &amp; Eligibility Documents</b>		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-5 (PDF)
5.	All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
6.	Certificate of Conformity/ No Deviation	As per Annexure-7 (PDF)

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

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

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

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

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

## **7) Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

## **8) Bid Security**

- a) In open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- b) In lieu of bid security, a bid securing declaration shall be taken from the-
- (i) Departments/Boards of the State Government or Central Government;
  - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;

- (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
- (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
- (v) Bidder in procurement related to Panchayat Samiti Nandishala, Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government.
- c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- d) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- e) The bid security may be given in the form of cash, a banker’s cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- f) The bidding documents may stipulate that the issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security shall be issued by an issuer in India.
- g) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- h) The bank guarantee or electronic bank guarantee (e-BG) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.

- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- j) The Bid security taken from a bidder shall be forfeited in the following cases, namely:-
  - i When the bidder withdraws or modifies its bid after opening of bids;
  - ii When the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period;
  - iii When the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified;
  - iv When the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
  - v If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- k) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- l) The Bid Security shall promptly be returned after the earliest of the following events, namely: -
  - i The expiry of validity of bid security;
  - ii The execution of agreement for procurement and performance security is furnished by the successful bidder;
  - iii The cancellation of the procurement process; or
  - iv The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

#### **9) Deadline for the submission of Bids**

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

in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

#### **10) Withdrawal, Substitution, and Modification of Bids**

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

#### **11) Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders' names and addresses. The authority letters, if any, brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bid opening committee with date and time of opening of the Bids.
- d) All the documents comprising of technical Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- e) The committee shall conduct a preliminary scrutiny of the opened technical Bids to assess the prima-facie responsiveness and ensure that the:
  - i bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
  - ii bid is valid for the period, specified in the bidding document;
  - iii bid is unconditional and the bidder has agreed to give the required performance security; and
  - iv other conditions, as specified in the bidding document are fulfilled.
  - v any other information which the committee may consider appropriate.
- f) No Bid shall be rejected at the time of Bid opening except the Bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee and bid security.

- g) The Financial Bid cover shall be kept unopened and shall be opened later on the date and time intimated to the bidders who qualify in the evaluation of technical Bids.

## 12) Selection Method:

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

## 13) Clarification of Bids

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

## 14) Evaluation & Tabulation of Technical Bids

### a) Determination of Responsiveness

- I. The bid evaluation committee shall determine the responsiveness of a bid on the basis of bidding documents and the provisions of sub-section (2) of section 7.
- II. A responsive bid is one that meets the requirements of the bidding documents without material deviation, reservation, or omission where: -
- a) “deviation” is a departure from the requirements specified in the bidding documents;
- b) “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and
- c) “Omission” is the failure to submit part or all of the information or documentation required in the bidding documents.
- III. A material deviation, reservation, or omission is one that,

- d) if accepted, shall:- (i) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or (ii) limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
  - e) if rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.
- IV. The bid evaluation committee shall examine the technical aspects of the bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- V. The procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.
- VI. For the bids submitted by MSME firms registered in Rajasthan, inspection of the premises of the bidder firm will invariably be done by technical evaluation committee during the technical evaluation of the bids. If any discrepancies found, the bid shall be liable to be rejected during the technical evaluation.
- b) Non-material Non-conformities in Bids**
- I. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
  - II. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
  - III. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) Tabulation of Technical Bids**
- I. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.



- II. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- III. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- IV. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

### **15) Evaluation & Tabulation of Financial Bids**

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

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) Conditional Bids are liable to be rejected;
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.
- j) If GST column specified in Financial Bid format, contains Zero or empty value for any of the items listed in the financial bid, the Total Amount would be considered as inclusive of GST.

## 16) Correction of Arithmetic Errors in Financial Bids

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

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

## 17) Price/ purchase preference in evaluation

In case of MSMEs , purchase preference notified by the State Government shall be considered in the evaluation of bids and award of contract.

## 18) TAXES AND DUTIES

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

## 19) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.

- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

## 20) Exclusion of Bids/ Disqualification

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

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

## **21) CONFLICT OF INTEREST**

- a) A conflict of interest for bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- b) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-
  - I. They have controlling partners in common;
  - II. They receive or have received any direct or indirect subsidy from any of them;
  - III. They have the same legal representative for purposes of the bid;
  - IV. They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
  - V. A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
  - VI. A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

## **22) BREACH OF CODE OF INTEGRITY BY THE BIDDER**

Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

## **23) Lack of competition**

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage

competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- I. the Bid is technically qualified;
  - II. the price quoted by the bidder is assessed to be reasonable;
  - III. the Bid is unconditional and complete in all respects;
  - IV. there are no obvious indicators of cartelization amongst bidders; and
  - V. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts section.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invoke Bids after recording reasons.
- d) If a decision to re-invoke the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

#### **24) Acceptance of the successful Bid and award of contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.

- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or Lol shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

## **25) Information and publication of award**

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

## **26) Procuring entity's right to accept or reject any or all Bids**

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

## **27) 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 except otherwise provided in the bidding documents.
- b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.
- c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or

completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under :-

- i 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
- ii 50% of the value of goods or services of the original contract.

## **28) Performance Security Deposit**

- a) Performance security shall be solicited from all successful bidders except the,-
  - (i) Departments/Boards of the State Government or Central Government;
  - (ii) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
  - (iii) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
  - (iv) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
  - (v) Bidder in procurement related to Panchayat Samiti Nandishala Jan Sahbhagita Yojana or Gram Panchayat Goshala/Pashu Asharya Sthal Jan Sahbhagita Yojana issued by the State Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.
- b) The amount of performance security shall be five percent, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small Scale Industries of Rajasthan it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms-
  - (a) deposit through eGRAS;
  - (b) Bank Draft or Banker's Cheque of a scheduled bank;
  - (c) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;

- (d) Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;
- (e) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- (f) In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from his each running and final bill @ 10% of the amount of the bill.
- d) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Additional Performance Security- In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities , Bank guarantee or electronic Bank Guarantee (e-BG)
- Explanation : For the purpose of this rule,- (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value. (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity. (iii) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- f) In case of unbalanced bid relating to IT & e-Governance Project having cost of twenty crore rupees or more and approved by the State e-Governance Mission Team (SeMT), Department of Information Technology & Communication, Rajasthan as a High Tech Project, the Additional Performance Security shall not required to be taken.
- g) The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.



## 29) Additional Performance Security

In addition to Performance Security as specified above, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

For the purpose of this rule-

- a) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder.

## 30) Execution of agreement

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

## 31) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - a. impede enforcement of any law;

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

### **32) Cancellation of procurement process**

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

### **33) Code of Integrity for Bidders**

- (1) Any bidder participating in procurement process shall
  - (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
  - (b) Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
  - (c) Not indulge in any collusion, bid rigging or anticompetitive behaviour to impair the transparency, fairness and progress of the procurement process;
  - (d) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
  - (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
  - (f) Not obstruct any investigation or audit of a procurement process;
  - (g) Disclose conflict of interest, if any; and
  - (h) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

### **34) Interference with Procurement Process**

A bidder, who: -

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

### **35) Appeals**

- a) Subject to section 4 of RTPP Act, 2012, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of this Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or

grounds on which he feels aggrieved: Provided that after the declaration of a bidder as successful in terms of section 27 of RTTP Act, 2012, the appeal may be filed only by a bidder who has participated in procurement proceedings. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

- b) If the officer designated under sub-section (1) fails to dispose of the appeal filed under that sub-section within the period specified in subsection (3), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed under sub-section (2), the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within fifteen days from the expiry of the 31 period specified in sub-section (3) or of the date of receipt of the order passed under sub-section (2), as the case may be.
- c) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- d) Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.

First Appellate Authority

Secretary/ Principal Secretary, IT&C, Govt. of Rajasthan

Second Appellate Authority

Secretary, Finance ( Budget ) Department, Govt. of Rajasthan.

- e) Fee for filing appeal
  - (i) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - (ii) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- f) Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.

### **36) Risk & Cost Clause**

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and

procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk & Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may be adjusted against dues payable to supplier by PE against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.

### **37) Price Fall**

The prices under a rate contract shall be subject to price fall clause as per as per Rule 29 (2)(h) of RTPP Rules 2013. Price fall clause is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or services at a price lower than the rate contract price to anyone in the State at any time during the currency of the rate contract, the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly. The firms holding parallel rate contracts shall also be given opportunity to reduce their price by notifying them the reduced price giving them fifteen days' time to intimate their acceptance to the revised price. Similarly, if a parallel rate contract holding firm reduces its price during currency of the rate contract, its reduced price shall be conveyed to other parallel rate contract holding firms and the original rate contract holding firm for corresponding reduction in their prices. If any rate contract holding firm does not agree to the reduced price, further transaction with it, shall not be conducted.

### **38) Stay of procurement proceedings**

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

### **39) Vexatious Appeals & Complaints**

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

#### 40) Offenses by Firms/ Companies

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

#### 41) Debarment from Bidding

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

- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

#### **42) Monitoring of Contract**

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

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

### **1) Contract Documents**

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

### **2) Interpretation**

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

### **3) Language**

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



#### **4) Joint Venture, Consortium or Association**

- a) Joint venture, consortium, or association is not allowed in this bid.

#### **5) Eligible Services**

- a) For purposes of this Clause, the term “services” includes include the services to be delivered by the selected bidder as per scope of work defined in this RFP.

#### **6) Notices**

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

#### **7) Governing Law**

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

#### **8) Scope of Supply**

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

#### **9) Delivery & Installation**

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

## **10) Supplier's/ Selected Bidder's Responsibilities**

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

## **11) Purchaser's Responsibilities**

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

## **12) Contract Price**

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

## **13) Recoveries from Supplier/ Selected Bidder**

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

## **14) Taxes & Duties**

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- 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.

## 15) Copyright

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

## 16) Confidential Information

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

### **17) Sub-contracting**

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the Supplier/ Selected Bidder from any of its obligations, duties, responsibilities, or liability under the Contract.
- c) Subcontractors, if permitted, shall comply with the provisions of bidding document and/ or contract.

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

- a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to perform/ deliver the services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange delivery of services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in providing/ delivery of services is on account of hindrances beyond the control of the supplier/ selected bidder.
  - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period or is unable to maintain prorate progress in service delivery. This request shall be submitted as soon as a hindrance in delivery of services occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of services after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of services and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.

- iii. Normally, extension in delivery period of services in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in providing of information/ data by RISL or other departments as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of services.
  - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered services.
  - vi. If RISL is in need of the services rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with liquidated damages, the recovery shall be made on the basis of value of services (up to that milestone) which the supplier/ selected bidder has failed to deliver/ install/ complete : -

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

- e) Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

## 19) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/ selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the supplier/ selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the 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/ selected bidder to indemnify the Purchaser with respect to patent infringement.

## 20) Force Majeure

(1) The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default and to the extent that its delay in performance or other failure to perform its obligations under the Contract if the result is of an event of Force Majeure.

(2) For purposes of this Clause—Force Majeur means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

(3) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 21) Termination

### (1) Termination for Default -

The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or for breach of Contract, by Notice of default giving two weeks' time to the Supplier, may terminate the Contract in whole or in part

If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by PE; or

If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

If the supplier/ selected bidder/authorised partner, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

If the supplier/ selected bidder commits breach of any condition of the contract.

If Procuring Entity terminates the contract in whole or in part, amount of PSD may be forfeited. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods , Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

### **(2) Termination for Insolvency**

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

### **(3) Termination for Convenience**

The Contract may terminate, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser’s convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated and the date upon which such termination becomes effective.

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

The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier’s/ selected bidder’s receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:- a.To have any portion completed and delivered at the Contract terms and prices; and/or

b.To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

## **22) Exit Management**

### **a) Preamble**

- i. The word ‘parties’ include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.

- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
  - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Cooperation and Provision of Information during the exit management period
- i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
  - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- c) Confidential Information, Security and Data
- The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:
- i. Documentation relating to Intellectual Property Rights;
  - ii. Project related data and confidential information;
  - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
  - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
  - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- d) Transfer of certain agreements



- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
  - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- e) General Obligations of the selected bidder
  - i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
  - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- f) Exit Management Plan
  - i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
  - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
  - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
  - iv. If applicable, proposed arrangements and plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
  - vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
  - vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
  - viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
  - ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
  - x. It would be the responsibility of the selected bidder to support new operator during the transition period.
- g) **Training, hand-holding and knowledge transfer**
- i. The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL in the last 3 months of the project duration.
  - ii. The selected bidder shall hold operational hand-holding sessions on the e-Sanchar 3.0 Application with the designated officers/staff members, so that RISL can continue with the e-Sanchar 3.0 Application even after Selected Bidder exits the project.

### **23) Settlement of Disputes**

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

### **24) Jurisdiction**

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

### **25) PROVISION IN CONFLICT**

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

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

### 1) Payment Terms and Schedule

- a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

<b>Table 7.1: Deliverable and Time Schedule (For e-Sanchar 3.0 Application)</b>					
<b>S. No.</b>	<b>Scope of Work (I)</b>	<b>Activity/ Milestones (II)</b>	<b>Deliverables (III)</b>	<b>Delivery Schedule (in days) (IV)</b>	<b>Applicable Payment &amp; Schedule (V)</b>
<b>Date of award of Work Order: T<sub>0</sub></b>					
1.	Detailed Project Plan with timelines (.xls)		Detailed Project Plan in xls format	T <sub>1</sub> =T <sub>0</sub> +10	N/A
2.	Preparation of SRS for e-Sanchar 3.0 Application	SRS Preparation	SRS for e-Sanchar 3.0 Application	T <sub>2</sub> =T <sub>1</sub> +20	N/A
3.	Design & Development of e-Sanchar 3.0 Application	Design & Development of e-Sanchar 3.0 Application	<ul style="list-style-type: none"> <li>• Software Design &amp; Architecture Document</li> <li>• Database Design Document</li> <li>• Migration of legacy data</li> </ul>	T <sub>3</sub> =T <sub>2</sub> +120	N/A
4.		Beta version Testing	<ul style="list-style-type: none"> <li>• Report on Beta Testing of the software including Test Strategy, Test cases and Test Results</li> </ul>	T <sub>4</sub> =T <sub>3</sub> +20	25 % of [Cost of Design & Development of e-Sanchar 3.0 Application (Component (A) of financial bid)] on acceptance of beta testing report by RISL

<b>Table 7.1: Deliverable and Time Schedule (For e-Sanchar 3.0 Application)</b>					
<b>S. No.</b>	<b>Scope of Work (I)</b>	<b>Activity/ Milestones (II)</b>	<b>Deliverables (III)</b>	<b>Delivery Schedule (in days) (IV)</b>	<b>Applicable Payment &amp; Schedule (V)</b>
5.		Go-live	<ul style="list-style-type: none"> <li>• Safe-to-Host certificate</li> <li>• Testing report including Test Results</li> <li>• Technical &amp; Role wise- User manual of the application software</li> <li>• Certificate for Go-live by RISL for e-Sanchar 3.0 Application</li> </ul> <i>Penalty for absence of project manager to be added</i>	$T_5 = T_4 + 10$	63 % of [Cost of Design & Development of e-Sanchar 3.0 Application (Component (A) of financial bid)]
6.	Operations & Maintenance (O&M) of e-Sanchar 3.0 Web Application	<ul style="list-style-type: none"> <li>• Deployment of Manpower</li> <li>• New Enhancement in the e-Sanchar 3.0 Application</li> <li>• Managed Services during Operations and</li> </ul>	<ul style="list-style-type: none"> <li>• Copy of Attendance Register verified by POIC (monthly)</li> <li>• Software development enhancement/ up-gradation/ modification reports (monthly)</li> <li>• Consolidated Report on Calls Logged, Resolved and Escalated (monthly) by Helpdesk team</li> <li>• Updated User Manual of the application software (quarterly)</li> </ul>	$T_5$ onwards; for 5 years	<p>1) The total quoted amount for the O&amp;M, as per Component B of Financial Bid shall be equated in 20 instalments and each instalment shall be paid quarterly, after the submission and approval of associated deliverables during O&amp;M phase subject to necessary deductions.</p> <p>AND</p> <p>2) 2% of [(Cost of Design &amp; Development of e-Sanchar 3.0 Application (Component (A) of financial bid)]; shall be paid quarterly for</p>

<b>Table 7.1: Deliverable and Time Schedule (For e-Sanchar 3.0 Application)</b>					
<b>S. No.</b>	<b>Scope of Work (I)</b>	<b>Activity/ Milestones (II)</b>	<b>Deliverables (III)</b>	<b>Delivery Schedule (in days) (IV)</b>	<b>Applicable Payment &amp; Schedule (V)</b>
		Maintenance Period	<ul style="list-style-type: none"> <li>Updated Application software along with source code and/ or license of Third Party API/ any other software used (quarterly)</li> <li>SLA compliance report</li> </ul>		6 first quarters, after the submission and approval of associated deliverables during O&M phase subject to necessary deductions.
7.	Operations & Maintenance (O&M) of e-Sanchar 2.0 Web Application	<ul style="list-style-type: none"> <li>Deployment of Manpower</li> </ul>	<ul style="list-style-type: none"> <li>CVs of manpower proposed to be deployed</li> <li>Copy of Attendance Register verified by POIC (monthly) for project manager.</li> <li>Penalty on absence of resources will be applicable as defined in this document (7.2.f.II) applicable after T1</li> </ul>	T1=T0+10	N/A
		<ul style="list-style-type: none"> <li>Managed Services during Operations and Maintenance Period</li> </ul>	<ul style="list-style-type: none"> <li>Handwover and KT of existing system e-sanchar2.0</li> <li>Consolidated Report on Calls Logged, Resolved and Escalated (monthly) by Helpdesk team,</li> <li>Updated User Manual of the application software (quarterly),</li> </ul>	T1 onwards for 6 months only	100% quoted amount for the O&M as per the monthly amount for Q&M and each instalment shall be paid quarterly, after the submission and approval of associated deliverables during O&M phase subject to necessary deductions.

<b>Table 7.1: Deliverable and Time Schedule (For e-Sanchar 3.0 Application)</b>					
<b>S. No.</b>	<b>Scope of Work (I)</b>	<b>Activity/ Milestones (II)</b>	<b>Deliverables (III)</b>	<b>Delivery Schedule (in days) (IV)</b>	<b>Applicable Payment &amp; Schedule (V)</b>
			• SLA compliance report		
<p><b>Remark:</b> The above-mentioned delivery schedule shall be applicable subject to fulfilment of obligations by RISL for respective milestone, wherever applicable. In case of delay in action taken by RISL, same number of days would be added in the delivery period.</p>					

- b) The admissible payments after Development, Deployment and UAT are subject to completion of development and testing of each of the constituting module.
- c) Any delay in the approval of the deliverable(s) submitted by the SI to RISL shall not account for the delay on SI's part.
- d) The selected bidder has to design and implement a very detailed plan of implementation that seeks to execute several activities in parallel, adopts critical path method and commits additional resources to activities falling behind schedule so as to keep up with the overall deadline of implementation as mentioned above. The time specified for delivery and other activities as mentioned in the table above shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies and provide the required services within the specified period
- e) The selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- f) Due payments shall be made promptly by the Purchaser, generally within thirty (30) days after submission of an invoice or request for payment by the supplier/selected bidder.
- g) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- h) All remittance charges will be borne by the supplier/ selected bidder.
- i) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.

- j) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- k) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations

## 2) Service Level Requirements/ Agreement for Operations & Maintenance (O&M)

- a) **Purpose & Duration of SLA:** The SLA purpose is to enforce a contract between the selected bidder and the Purchaser. The SLA would come into effect during the O&M period for e-Sanchar 3.0 Application under this RFP. The successful bidder has to comply with the SLAs to ensure adherence to project timelines, quality and availability of services.

For purpose of this Service Level Requirement, the following terms shall have the meanings set forth below:

- **"Uptime"** shall mean the time period for which the specified services/ components with specified technical and service standards are available to the State and user Departments. Uptime, in percentage, of any component (Non-IT & IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$

- **"Downtime"** shall mean the time period for which the specified services/ components with specified technical and service standards are not available to the State and the user Departments. It excludes the scheduled outages planned in advance.
  - **"Incident"** refers to any events / abnormalities in the functioning of the Application that may lead to disruption in normal operations.
  - **"Helpdesk Support"** shall mean the team which shall handle Fault Reporting, Trouble Ticketing and related enquiries during this Contract.
  - **"Response Time"** shall mean the time interval between the time the incident is reported to the Helpdesk and the time an engineer is assigned to the call.
  - **"Resolution Time"** shall mean the time taken (after the incident has been reported at the Helpdesk), in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level escalation. The resolution time shall vary based on the severity of the incident reported at the Helpdesk.
- b) **Service Window:** e-Sanchar 3.0 Application (Web Application and Web Portal) shall be available 24\*7 after Go-live.
- c) **Help Desk operation:** The help desk team will work in shifts as per the requirement of the project and on Holidays (in case of urgency, as required by the department).

The problems encountered during the usage of the e-Sanchar 3.0 Application would be reported at the Help Desk established by the selected bidder at the DoIT&C Office in Jaipur. This would enable the Helpdesk staff to log complaints and take action as per the severity of the reported problem.



- d) **Dependencies:** The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected bidder or due to reasons attributable to RISL or third parties, the selected bidder would not be penalized.
- e) **Monitoring & Evaluation:** The selected bidder shall provide and make use of following system for monitoring and evaluation:

SLA Monitoring		
S. No.	Service Level	Monitoring System
1	Downtime of e-Sanchar 3.0 Application (Web Application and Web Portal)	Through EMS Application available at RSDC
2	Non-Availability of Manpower	Attendance Register

- f) **Penalty Clauses:** If the selected bidder fails to deliver the required services due to reasons attributable to him like non-accessibility of the web portal/ application, non-availability/ attrition of the technical personnel/ operational manpower, etc. the cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone.

i. **Penalty for Downtime:**

Sr. No.	Measurement Parameter	Downtime in a Quarter	Penalty
1	Number of hours the e-Sanchar 3.0 Application (Web Application or Web Portal and related services) is non-functional/ non-accessible/ non-available/ non-responsive in each case of outage To be revised in relaxed way	>=0 but <2 Hours	No Penalty
2		>=2 but <8 Hours	1 % of applicable quarterly payment for FMS
3		>=8 but <16 Hours	2 % of applicable quarterly payment for FMS
4		>=16 but <24 Hours	5 % of applicable quarterly payment for FMS
5		>=24 but <48 Hours	7.5 % of applicable quarterly payment for FMS
6		>=48 Hours	10 % of applicable quarterly payment for FMS

The penalty shall be calculated above the permissible downtime hours (downtime for maintenance or other reasons as approved by RISL).

- ii. **Penalty for non-availability of deployed resources/ manpower:** A maximum of 2 leave per month shall be allotted for resource-deployed onsite at DoIT&C Office which shall be created at the starting of Month. In case if the resource has not taken 2 leave in a month then remaining leaves of the month will be credited to next month with a max of 4 leaves to be allowed in a month to be availed based on the leave balance of specific resource without penalty. In Case if there is any unforeseen circumstances where resource want to take more than 4 leave (Given they have leave balance in their bucket) or allowed to be WFH resource should take a written approval from POIC to be allowed . In case resource needs to take off/leave from the duty, he has to take due approval from RISL/ DoIT&C authorities. In case total number of leaves exceed the maximum allowed leaves, penalty as mentioned below shall be levied:

<b>Penalty for non-availability of deployed manpower</b>		
<b>S. No.</b>	<b>Resource Type</b>	<b>Penalty</b>
1	Project Manger	Rs 3000 /- per day of absence.
2	Senior Software Developer	Rs 2000 /- per day of resource.
3	Software Developer	Rs 2000 /- per day of resource.
4	Senior Application Developer/ PL/SQL Developer cum DBA	Rs 2000 /- per day of resource.

- g) The review committee shall thoroughly examine the case before calculation of penalty and reasons thereof. Delay in performance/ delivery of services for reasons non-accountable to the selected bidder or due to reasons beyond control, may be dealt with accordingly.
- h) The maximum total penalty in any quarter (excluding penalty for downtime and non-availability of deployed manpower/resources/ personnel) shall not be more than 10% of the total amount due for the quarter. Imposition of penalties amounting to 10% of the quarterly contract value for a continuous period of 2 quarters shall be treated as non-performance and beyond which the tendering authority may initiate action as per RFP terms and condition for breach of SLA if not satisfied with the response given by the selected bidder for reasons thereof. The tendering authority may also forfeit the PSD and also debar the service provider from bidding (for all types and form of bids) for at least three years in RISL and DoIT&C.

## **8. SOFTWARE TERMS AND CONDITIONS OF TENDER & CONTRACT**

- 1) **Platform:** The server-end software should be able to run on Linux operating system environment. The selected modules of developed system should be capable of being deployed in off-line, hybrid as well as online mode. server-end software should be able to run on Windows operating system environment, if required.

At the user-end, various users of the application software system should be able to use their PCs under MS Windows 10 and/or Linux with commonly used office automation tools such as MS Office S-MIME compliant email systems and Internet browsers. The bidder in this regard may specify any minimum software - version requirement. Any proprietary component of the software which is not compliant to international standards should be clearly mentioned. Proprietary components, if any, in the application software should be downloadable from the portal-server by each user free of cost.

- 2) **Software Ownership Rights:** The bidder shall transfer the complete source code along with adequate detailed documents (from the testing phase onwards) ownership right of the application software package to RISL. RISL shall have the right to use the software till perpetuity for any number of users. The source code should be submitted in external HDD and pen drive both to RISL.
- 3) In case the bidder is using any third party software, the bidder must have proper legal arrangement with the developer/owner of the software to ensure complete back to back support to RISL. This should also include support on upgrades at no additional cost. Both the parties shall be jointly and severally liable for the effect of performance of software on implementation of the project. For this purpose, the bidder would indemnify RISL against any third party claim by the developer/owner of third party software to the effect.
- 4) The firm shall provide descriptive schema of database. The firm shall submit all technical documentation of all database objects including names, description and other details of all the technical entities such as tables, fields, queries, forms, reports etc.
- 5) The software should be developed using latest technologies/architecture and best practices prevalent in industry. Source code should be well documented and follow industry standard code writing practices. RISL shall have the right to check and approve the coding practices and may ask the firm, at any time, to change full or some part of the code according to the pattern suggested.
- 6) Successful Bidder must follow the below mention Industries best Practices and conventions of coding, but are not limited to following while developing the E-Sanchar 3.0 Application.
  - Coding Standard and conventions must be applied strictly.
  - The application code should have proper comments which are self-explanatory.
  - Logging feature must be implemented which will help to analyse the bugs at Production. Provision may be made in the system for generating user-wise log file.
  - Audit log of every transaction in the application has to be preserved.
  - Developed system must have proper exception handling that can trap any production error with proper messages.
  - All PL/SQL functions and procedures will be implemented as part of a package.
  - The database must be Normalized as required, to optimize the performance.
  - All the SQL and PL/SQL must be fine-tuned. Use integrity constraints (foreign key, check, not null etc) for data integrity.
  - Every effort should be made to preserve the root cause of Exceptions to the client code.

- PL/SQL components will not raise exceptions directly. Exceptions will be used to indicate errors, not as a normal method for branching control.
- 7) **Features of the Software:** The Technology Partner will provide the application software, which should have the following features:

### 1. Technology

- Application software should be web enabled based on client server technology. The central server will be placed at Rajasthan State Data Centre, Jaipur. The following stacks are available in RSDC.
- Front End: Platform of application should be angular/.NET
- RDBMS Compatibility: Should be capable of being deployed with Oracle 12c or higher version and should be capable to handle high volume transactions.

Any new software product proposed in the solution has to be arranged by the bidder himself. The software license for same need to be perpetual in nature and in the name of RISL.

Version upgradation is continuous process and Technology partner would work with the respective product version made available by RISL.

Note: Infrastructure managed services (Servers, Network, Storage, Backup, VM) would be provided by the RSDC during development and O&M phase.

### 2. Features

The following aspects should be taken into account for implementing the proposed System:

- To develop a scalable, extensible architecture and maintainable with acceptable response time.
- To ensure security and privacy of data for multiple users.
- Encryption and decryption facility to be provided in application as per requirement of RISL.
- To develop generic interfaces for common infrastructure services such as security, authorization and access control such that they can be reused in other applications.
- Based on the data requirements from and to the IT System, generic interfacing modules would be provided. The interface with external application should be facilitated using web service to provide data in a XML/JSON format and accept data provided in a XML/JSON format.
- Facility to interact with gateways wherever required like SMS gateway, whastapp gateway etc.
- The application software should provide flexibility of being customizable to meet specific requirement of different departments /organization.

### 3. Testing

Since Testing is an integral part of software development that needs to be planned. Successful Bidder should also follow the industries best Practices for Testing and Deployment Phase.

It is also important that testing is done proactively by Successful Bidder; meaning that test cases should be planned before coding starts and test cases should be developed while the application is being designed and coded. Manual and automated testing are to be followed for the testing of the application.

There would be different level of testing i.e. Unit testing, performance testing, user acceptance testing. Selected Bidder requires to follow above testing practices at all levels of testing, planning, and execution.

Automating build tools and automated running of regression test suites for each included functionality is also recommended to ensure that existing functionality is not broken.

#### 4. Release and Deployment Management

Successful bidder should follow the industry best practices for the release and application deployment in Test and Production environment. It must follow the certain guideline at the time of deployment. Following aspects are to be ensured while release and deployment.

- Appropriately authorized tested changes/upgrades to the application are rolled out
- all deployments to be planned in detail, tested, and monitored
- Keep the installation structure simple: Files and directories should be kept to a minimum.
- Don't install anything that's never going to be used.
- Have a roll back strategy: There must be a way to roll-back to a previous (working) version.
- Do not change deployment procedures and scripts on-the-fly
- Rely on automation for repeatable processes: There's far too much room for human error, deployments should not be manual. Cruise Control/Hudson/Jenkins and Maven would be used for build.

8) **Patent Rights:** In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the software, database etc. or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and RISL is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. RISL will give notice to the bidder of such claim, if it is made.

9) **Standards of Performance:** The successful bidder shall carry out the tasks/ services assigned and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry.

The successful bidder shall also adhere to professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, technical and engineering practices.

It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The successful bidder shall always act in respect of any matter relating to this contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchasers legitimate interests in any dealings with the third party.

10) **Software Development Personnel:** The bidder shall employ and provide such qualified and experienced personnel as are required to perform the services under the contract.

11) **Application source code & Documents Prepared by the Bidder to be Property of Purchaser:** All plans, drawings, specifications, designs, source code and other documents prepared by the successful bidder in the execution of the contract shall become and remain the property of the Purchaser, and before termination or expiration of this contract, the successful bidder shall deliver all such documents to the Purchaser under the contract along

with the detailed inventory thereof. The bound two set of copies of Project Plan, Documentation of System Study, System Requirement Specifications (SRS), Functional Requirement Specification, System Design Documentation (SDD), Test Plans, Test Cases Document (Unit, User Acceptance), Test Reports, User Manuals etc. are to be handed over to the Purchaser after its completion at respective stages along with its softcopies on the latest media available at that time.

- 12) **Assistance to Third Party Auditor (TPA) appointed by RISL:** The integrity of the system and processes must be ensured and validated through an independent system auditor of national/international repute appointed by RISL. Robustness of the internal control system must be checked to have assurance on the integrity, reliability and authenticity of data. It must also be checked whether an automated environment exists to ensure that the accounting transactions generated are in accordance with applicable laws, standards, rules and regulations. Selected Bidder shall provide access of the systems as required by TPA for conducting the audits etc. Gaps/ issues identified by the TPA will be decided by RISL and shall further be taken up for resolution in timely manner by Selected Bidder without any extra cost to RISL.
- 13) **Passing of Property :** Ownership shall not pass to the Purchaser unless and until the products and documentation thereof have been deployed, tested and accepted, in accordance with the conditions of the contract to the entire satisfaction of the Purchaser.
- 14) **Acceptance:** The acceptance tests, which shall involve testing of each product, shall be conducted by the successful bidder in the presence of core group of experts nominated by the Purchaser. The acceptance test of each product shall be conducted when the bidder will give in writing that each product has been completely delivered/ installed.

**15) Other Facilities:**

- Facility for strong Vigilance/Audit/Security/Management system with related Reports
- System should be configurable to create various types of users on the portal viz. system administrator, departmental user etc.
- Comprehensive Matrix of Authorisation for each user in the system;
- Audit trail of the entire system operations should be maintained in secured environment.

**16) The general features of the application software are as below :**

1. The Technology Partner will use industry standard methodology for Software Engineering, covering the entire SDLC (Software Development Life Cycle).
2. **Web Based:** The E-Sanchar 3.0 Application will a web based application which would be connected through central servers through primary network connectivity.
3. **Browser Independent:** The application software should be web enabled so that the same can be accessed by users from anywhere, anytime. It is imperative that the user interface of the application software should be browser based so that the users can access the software using internet (HTTP protocol). The software should be compatible with all popularly used browsers.
4. **Audit Trail:** The application software should provide for proper audit trail for any change made in the data. The software should be capable to store IP addresses, date and timestamp and other identities of the applicant entering online data and IP address and user code, date & time stamp of user creating application rules, editing any rules, editing masters etc. The system should maintain proper logs of any changes made in the data. System should not physically delete any record. The record should only be marked as

deleted. All updated and edited records should be traceable and copy of all editions/ deletions should be available with MIS reporting of the same.

5. **Validation Checks:** The application software should incorporate proper validation checks so that garbage data is not stored in the database. The validation checks should be able to minimize data entry mistakes.
6. **Security:** The application should be designed and developed by incorporating security features as per the best industry practices. To maintain information security at transaction level, application should support both HTTP and HTTPS protocol. The specific elements of the application should be provided access to authorized personnel. Wherever required the data should be encrypted. The bidder shall, to the extent relevant and possible, be guided by the standard information systems security policies and guidelines or suitable Industry standards. Appropriate access and authorization controls should be incorporated into the software. The bidder should also provide configurable User and Role-based security for the Menu Options of the application. Individual user will be protected with access rights. Individual users should not be able to access data of other users

The Application must have integrated security/ monitoring features with the following:

- Definition of Roles and Users
  - Define role-wise add/edit/view/delete rights for each entry form/ report in all modules
  - Digital time and user stamping of each transaction
7. **Transaction Accuracy & Consistency:** The application software should ensure accuracy and consistency of data in database and reports. The transaction accuracy would be measured from the number of reported errors vis-à-vis number of transactions. The transaction data should meet ACID property. The software should maintain 100% data accuracy and consistency.
  8. **Bilingual User Interface:** The application software should have a user friendly interface. E-Sanchar 3.0 Application should support Unicode standard based Bi-lingual versions for user interface. The users should see the labels and captions on selected language, the System Integrator must translate, at its own, the equivalent State specific local language Captions for the English version (without altering the meaning) of the Web Portal and the same must be submitted to RISL for approval before implementation/ uploading or vice-versa.
  9. **Safe to Host Certificate:** The Selected Bidder shall get the Safe to Host Certification done for E-Sanchar 3.0 Application as a pre-requisite for Go-Live. Selected Bidder shall remove the vulnerabilities identified during the Safe to Host certification and then deploy E-Sanchar 3.0 Application on production environment in RSDC.
  10. **Digital Signature:** The software should facilitate digital signing and eSign of documents before submitting or uploading them in the System for verification and other reason.
  11. **Online Help:** The software should provide content sensitive Online Help facility for the end-users to operate the software with ease and speed. The help may be in any of the forms viz. PDF file, PPT, Video etc.
  12. **Adherence to Guidelines:** The web enabled application software should comply with the guidelines issued by DoIT&C, Govt. of Rajasthan for development of websites and available at <http://doitc.rajasthan.gov.in> and Guidelines for Indian Government Websites (GIGW) issued by Department of Information Technology (DIT), Government of India (GoI) and available at <http://doitc.rajasthan.gov.in> and <http://web.guidelines.gov.in>. The Technology Partner will be responsible for the development of dynamic content and

feature rich Web application for the department. All the sections of the Web application should be of dynamic nature.

13. **Version Control & Archiving:** The Technology Partner needs to maintain version control software which would provide version control and archiving facility for application source code, documents, etc. as strict version control is necessary for legal accountability, backup. A simple but powerful interface must be provided for these features viz. date-based snapshots, version comparing etc. Check in and checkout ability is therefore an essential component of content management. Versioning should also allow contributors to know whether they are working with the latest version and allow them to merge changes made in separate versions when needed.

17) Exit Plan after completion of project period:

On the termination of project period, the successful bidder shall:

- i. Hand over and peaceful possession of the complete source code of the application software including any third party software, free from all encumbrances, to RISL free of cost. The condition of application software to be transferred in all cases other than Force Majeure shall be such that the RISL is able to use the software for any number of years at the same level of service. In case RISL is forced to incur expenditure towards the end due to successful bidders Event of Default, it will be entitled to recover the same from the Performance Security or any other money due or by direct demand.
- ii. Transfer all its rights, titles and interest in or over the software comprised in the Project which are required to be transferred to RISL in accordance with this RFP and execute such deeds and documents as may be necessary for the purpose and complete all legal or other formalities required in this regard.
- iii. The application software shall have been renewed and cured of all defects and deficiencies as necessary so that the Project is in accordance with the specifications & standards mutually decided upon.
- iv. Hand over to RISL complete source code of the software, documentation, manuals, third party software, perpetual licence to use, up to date know-how relating to operation and maintenance of the application software and a certificate from his statutory auditors stating zero financial encumbrance on the Project;
- v. During six months prior to anticipated transfer of such facilities, the successful bidder shall provide such training to representatives and employees of RISL or person nominated by RISL as may be reasonably necessary for the RISL to operate and maintain the software efficiently and safely following such transfer.
- vi. Until transfer in accordance with this clause is finalised, the application software and services shall remain at the sole risk of successful bidder except for any loss or damage caused to or suffered by the successful bidder due to any act or omission or negligence on the part of the RISL under this RFP.



**ANNEXURE-1: Indicative list of modules and requirements to be Designed and Developed under e-Sanchar 3.0 Application**

The Implementation Agency (IA) shall develop the System Requirement Specifications (SRS) documents where all the processes, procedures and existing templates should be studied in detail by the IA. IA should independently design the solution as may be required to support the business operations. The IA shall be required to coordinate with RISL for the detailed system study and interact with different stakeholders of the project for preparation of SRS and related design documents.

Based on the requirements under current scope of project, the indicative list of modules that are envisaged for e-Sanchar 3.0 application solution are described below:

**A. Indicative list of modules**

Key modules	Functionality/ Description
Master Management	<p>It will be used by the Admin users to maintain various Master Data related to the application. Following is the tentative list of masters:</p> <ul style="list-style-type: none"> <li>i. Roles</li> <li>ii. Users</li> <li>iii. Projects</li> <li>iv. Contacts</li> <li>v. DLT Operators</li> <li>vi. Telemarketers</li> <li>vii. Principal Entities</li> <li>viii. SMS Headers</li> <li>ix. SMS Templates</li> <li>x. Service Vendors</li> <li>xi. SMS Gateways</li> <li>xii. SMS Channels</li> <li>xiii. SMS Errors</li> <li>xiv. SMS Channels</li> </ul>
SMS Campaign Management	A number of campaigns would be created for different departments/projects.
SMS API Configuration Management	API endpoints would be created for applications/projects required to get integrated with the services. Each endpoint configuration would contain the API credentials, mapped SMS campaign, mapped SMS channel etc.
Stored Contact Management	Functionality would allow to create a permanent named Contact Base from a list of .csv/.xls/.xlsx files.

<p>Campaign Upload</p>	<p>Functionality would allow to upload a .csv/.xls/.xlsx file containing the contacts to send SMS messages. It would also allow to use a Stored Contact Base to send a particular message to all the contacts of the selected Contact Base.</p>
<p>Summary Reports</p>	<p>i. Summary of date-wise No. of SMS requests received by department/project/account within a given date range ii. Summary of date-wise SMS delivery status for department/project/account within a given date range iii. Summary of date-wise SMS quota allotment/utilization for department/project/account iv. Summary of date and template-wise SMS quota utilization for department/project/account v. Summary of DLR status for all/ department/project/account within a given date range vi. Any other reports as required</p>
<p>Offline Reports</p>	<p>Feature to allow users to submit a request for report with given criteria. The report file would be generated in background by some separate process and user would be notified through email. All offline report request and links to their corresponding generated report would be available under an interface.</p>
<p>Dashboard Widgets</p>	<p>A number of widgets to be displayed on Dashboard based upon the role or the logged-in user. Some of the widgets could be as per following list:</p> <p><b>Admin Widgets</b></p> <ul style="list-style-type: none"> <li>i. SMS/OTP Request Summary for the current day</li> <li>ii. SMS quota utilization summary</li> <li>iii. DLR status summary</li> <li>iv. SMS Request Pendency summary</li> <li>v. SMS Header summary</li> </ul> <p><b>User Widgets</b></p> <ul style="list-style-type: none"> <li>i. SMS/OTP Request Summary for the current day</li> <li>ii. SMS quota utilization summary</li> <li>iii. SMS Header summary</li> <li>iv. Notifications summary</li> <li>v. Uploaded Documents</li> </ul>
<p>Public Website</p>	<p>The basic and common view to be displayed to the public users. Will contain pages: Home, About Us, Documents, Contact Us etc.</p>

Project financial management	Module to record project expenditures, demands, receiving and other financial details
Service integration request management	An interface for users of other departments/projects to raise/manage a request for service integration

### B. Indicative List of Web Services:

Service	Functionality/ Description
Send SMS Request	Web API to send SMS request by an external application
Send OTP Request	Web API to send OTP request by an external application
PULL SMS Request	Web API to receive the PULL SMS requests from an external application
SMS Delivery Report Service	Web API to fetch the delivery report by the integrated external application
DLR Report Receiving Service	Web API to received DLR report data from the SMS service provider

### C. Indicative List of Windows Services/Schedulers:

Service	Functionality/ Description
Send SMS Service	Multithreaded scheduled service to send SMS/OTP message for pending requests.
DLR Fetch- Service	Multithreaded scheduled service to fetch DLR data for SMS/OTP requests sent
Offline DLR Sync Service	Multithreaded scheduled service to sync the offline DLR data for failed DLR requests
Report Build Service	Scheduled service to build reporting data on separate DB based upon the SMS/OTP requests sent and DLR data received
Data Archival Service	Multithreaded scheduled service to archive the transactional data of SMS/OTP requests on separate DB/Server
Master Data Sync Service	Scheduled service to sync the master data tables with Central Master Data Hub service
eVault Document Sync Service	Scheduled service to sync the pending uploaded documents with eVault service
Pull DLR Report Service	Scheduled service to fetch DLR from the Service Provider, if required

### D. INTEGRATION WITH 3rd PARTY APPLICATIONS:

Integration with other applications of GoR/ Third-party applications, as mentioned below, shall be done through Service delivery gateway/ Enterprise Service Bus (Raj Sewa ) only, which shall act for middleware functionality of the application. The access to the gateway for this purpose shall be provided by RISL to the selected bidder.

3 <sup>rd</sup> Party (Application Integration)	<ul style="list-style-type: none"> <li>• Raj SSO</li> <li>• Jan Aadhaar</li> <li>• Rajasthan Sampark</li> <li>• WA management (Whatsapp Messaging Application of e-sanchar)</li> <li>• Raj Sewa Dwaar</li> <li>• Central Master Data Hub</li> <li>• And with any other new applications of Gol/ GoR/ Third party for compliance of any mandate of State/ Central Government</li> <li>• AI/ML based Voice Bot/Chat Bot system</li> </ul>
Email Gateway	<ul style="list-style-type: none"> <li>• SERVICE based Configuration for sending Email as required</li> <li>• Feature to configure multiple Gateway and use them in parallel</li> </ul>
Raj-eVault	<ul style="list-style-type: none"> <li>• SERVICE based Configuration for saving and retrieving approved documents from Raj-eVault to validate eligibility of applicant for a scheme/ service</li> </ul>

**E. Non- Functional Requirements:**

S. No.	Business / Functional Requirement
<b>General Requirements</b>	
1.	System should support multilingual interface
2.	System should support multilingual labels
3.	The system should ensure easy scalability and extensibility through minimum effort (this will vary based on the requirements)
4.	The system should be designed in manner that operational data will never be lost until a manual intervention/ hardware failure
5.	The system should run on multiple browsers
6.	The system should be designed to have minimum satisfactory performance even in remote locations connected on low-bandwidth.
7.	The solution should be provided along with the product manuals, user manuals and functional specifications.

8.	The solution should maintain a database of frequently asked questions (FAQs).
9.	Will provide data dictionary for mandatory fields
10.	Solution should follow government website development guidelines and standard guidelines too.
11.	The solution should ensure that data deletion is controlled centrally as per the defined policy or the person having right to do so
12.	Application code should not contain invalid references to network resources (Pathnames, URLs etc.)
13.	The solution should not display the entire path of URL in the browser-based application. We will manage through app server and web servers
14.	Solution will prompt proper error messages
15.	All the exceptions will store at DB end and pass the same to admin/stakeholders for further escalation
16.	Application will not fail without manual intervention
17.	This will be a web-based solution and no temporary object will be created
18.	Application will maintain audit log for important data transactions like updating and deletion
19.	Data model should be flexible to add more data fields as per changing business needs
20.	Will provide standard security i.e. role based, permission based etc.
21.	The solution should be bale perform all functions with keyboard support (mouse is not mandatory)
<b>System Availability, Performance, and Scalability</b>	
22.	Application will be up and running (at least 99%) if no other disturbances like power failure, LAN problem, any other infra-structure issue, etc. arises
23.	System will provide proper adequate response for accessing each of the modules
24.	System will show quick response in simple search and will take little bit more time for advance search and this will vary based on input conditions
25.	Application will work based on roles and rights
26.	Application will run at secure platform
27.	Application will follow security standard guidelines

28.	Application will work smoothly
<b>Ease of Use</b>	
29.	All error messages produced by the System must be meaningful
30.	The System will employ a single set of user interface to provide a familiar and common look and feel for the application
31.	The interfaces will be customizable or user-configurable to the extent possible (look and feel, logos)
32.	The System user interface must be suitable for users with special needs; that is, compatible with specialist software that may be used and with appropriate interface guidelines
33.	The System will provide role-based access to the applications modules
34.	The System must allow persistent defaults for data entry where desirable
<b>Modularity</b>	
35.	The solution will initially be required to cover a range of process modules mentioned above, but it should allow addition of more modules or more users in any module as and when required. The solution proposed should be able to integrate with solutions/products/applications on Open standards
<b>Data Migration</b>	
36.	The selected bidder shall ensure migration of data from existing database/ application being used by existing e-Sanchar 2.0 application. The data migration process from the existing e-Sanchar 2.0 to e-Sanchar 3.0 should include the migration of master data, transaction summary data, reporting data, log tables (excluding transactional data), and any additional data tables as requested by the procuring entity during the migration process.
<b>Security</b>	
37.	The solution should be capable of providing One user multiple roles and vice versa
38.	The solution should be capable to map multiple permissions to a role
39.	The solution should be capable to specify user specific permissions as well
40.	The solution should be capable of providing automatic timeout for transaction entry
41.	The solution should be capable of providing automatic timeout for user (log out)
42.	Ability to handle data updating/ deletion/ creation only through application layer

43.	Should not require opening of any special protocols for connecting the user client to the web/ application server. All communication should be on HTTP or HTTPS
44.	The database should support standalone / integrate with Operating system security
45.	The system should have the option to encrypt data before transferring over a network
46.	The system should have the option to encrypt the data stored in the database
47.	Critical data in the database shall be encrypted using standard encryption techniques. Also, transmission of critical/ sensitive data can be done through secure channels such as SSL, VPN etc. Digital signatures can be utilized to provide an additional level of security
<b>User Access Management</b>	
48.	Access to modules / functions within modules restricted to authorized users
49.	It should provide logging by user and terminal, the date and time of all transactions with details of creation, reading, updating, deletion or printing
50.	Access should be restricted to different levels as program, module, transaction, etc.
51.	Notify security administrator of unauthorized access or attempted access and record in a log with reporting
52.	The system should provide capabilities to define user based permissions along with the role based permissions so that specific permissions may be assigned to one or more particular users without providing additional role.
53.	Ability to provide access level security for Entry forms at Field level - Allow, Read only, Hide
54.	Ability providing access level security for Entry forms at Transaction level - Allow / deny
55.	Allow providing access level security for reports at Field level - Show / hide
56.	Allow providing access level security for reports at Transaction level - Allow / deny
57.	Users should not be allowed to access the database directly
58.	Ability to provide authorization by user name
<b>System Control and Audit</b>	
59.	It should enable audit trails on-line, tailor audit requirements by modules, call audit records to an archive based on date or other recorded audit details. The system should

	allow recovery of data in case of hardware failure and data corruption. It should be able to perform recovery to a point of time, to known backup database
60.	The system shall ensure that the audit files are stored in un-editable formats
61.	It should be possible to track database super user activity in operating system files
62.	The solution should be capable of providing Audit Trail: Audit trail of Time Stamp & User ID stamp for the transactions
63.	All changes to data should be recorded in a separate table and should be stamped with the identity of the user/program and the time of the creation/change
64.	Views should be available for reporting on data changes
65.	It should be possible to audit users at the form level, user level, application module level and at the organizational role level
66.	The system should provide reports on user activity based on the role and the application that was used
67.	The system should support for auditing to track and monitor user behaviour with details about the level of detailing stored by the system and ability to reverse changes
68.	Audit system should enforce separation of duties between auditors and administrator
69.	Auditor's should have direct access to the audit system to view audit reports and should be able create custom reports
70.	Should capture before / after values from transaction logs and raise alert on critical and suspicious activity
71.	The system should have the ability to identify users that have exploited access privileges, identify root causes of conflicts and be capable of interrogating the security log
<b>User Interface</b>	
72.	The application pages should be partially refreshed as against the entire page when a user performs certain actions/ changes
73.	All modules should be homogenous with respect to keyboard use, screen layout and menu operations with Graphic User Interface (GUI) support
74.	There should be sufficient edit and validation checks in the system



75.	Capability to setup logic to trap conditions to pop messages in response to conditions like logical data entry errors, certain conditions etc. without coding effort, which does not require additional steps to be retained during an upgrade
76.	It should provide safeguards to prevent damage to data from operator errors, simultaneous updates, module unavailability or system failures
77.	It should have facility to display confirmation / warning windows for delete, change etc.
78.	The system should provide consistent screen layouts and access methods across all modules so that they look and behave the same
79.	It should provide on-line error reporting and use a menu-based system with facilities to bypass menus by experienced operators
80.	The system should provide drill down facility to next level of details and so on
81.	Hide/ show columns without writing any code
82.	Reorder columns without writing any code
83.	Add data filters without writing any code
84.	Change sorting orders without writing any code
85.	Tailor text for labels, prompts and tip messages without writing any code
<b>Up-gradation</b>	
86.	The upgrades should not affect the current version adversely
87.	The solution architecture should be with minimum package modifications so as to preserve the package upgrade
88.	The implementation procedure for the proposed solution must ensure that to the largest possible extent no changes are required to be incorporated in the base product's source code. This will ensure smooth migration to later versions of the base product
<b>Reporting Tools</b>	
89.	The solution should be capable of scheduling a report for execution / refresh and/or distribution and/or publish
90.	The solution should be capable of distributing reports through email as Body or Attachment
91.	The solution should permit viewing of reports through web

92.	The solution should permit prioritizing reports during execution
93.	The solution should be capable of publishing reports to a central store for access by different users
94.	The solution should allow users to send report to specified user(s) at scheduled times
95.	The solution should have interface to search and filter the data of the report
96.	The solution should provide exception reporting mechanism
97.	The solution should provide Senior Management Dashboards
98.	The solution should be capable of drill down and drill up with the report tool
99.	The solution should be capable of creating ad-hoc queries and reports for analysis
100.	Should not require knowledge of SQL or database to create self-service adhoc reports
101.	The solution should be able to convert reports to MS-Excel, MS- Word & PDF format directly
102.	The solution should allow reports to be sent directly to networked Printer
103.	The solution should permit display of multiple result sets in the same document
104.	The solution should permit the user to browse through metadata for detailed information on objects to build ad hoc reports
105.	The solution should facilitate the user to create custom objects/formulas for repeated use in reporting tool
106.	The solution should provide graphical interface for creating custom formulas
107.	The solution should permit conditional formatting, based on thresholds or data ranges for any cell in the report
108.	The solution should use existing MS-Word/PDF/MS-Excel document for report template directly
109.	The solution should restrict access to data and report based on user responsibilities
110.	The solution should have the ability to extract or refresh information directly from within the MS Office application (Excel, PowerPoint and Word) without the need to export from another existing report
111.	The solution should have the ability to enable users to perform drill down on any graph or table to view the detail breakdown on any value during the course of analysis

112.	The solution should have the ability to enable users to setup a schedule to print, export or email the report automatically
113.	The System should allow users provided with the capability to define information about the report so that other users in the community understands what business questions the report answers, the meaning of the business terms used and the link to other related reports
114.	Ability of system to allow for any document or report be previewed before printing
115.	Ability of system to provide utilities to automate report distribution process, so that user is notified after a report is generated to facilitate easy retrieval
116.	Ability of system to provide functionality to users in generating reports on their own without involving technical programming
117.	The reports should be available for time frames like weekly/ daily/ monthly/ yearly
118.	The system should provide for calculations, filters and exceptions during reporting
119.	The reporting feature should support the reports to be scheduled to run in batch
120.	The schedule to run the reports should be both event-based or time based
121.	Ability of system to support the feature of delivering the reports to the online users through email, portal, and report server
122.	Ability of system to provide for saving the report /queries for repetitive execution as and when required by the users
123.	Ability of system to provide graphics and charting capabilities
124.	Should have repository for reusing common report objects across multiple reports
125.	Should have universal integration with other applications and portals
126.	Should have functionality to fetch data from different required application eg:- WA management, Voicebot/chat bot ,Rajasthan Sampark etc. (as instructed by RISL/DoIT&C official designated as Project incharge) through API and created a unified dashboard based on the requirement as and when provided by RISL/Doitc&C official (Project incharge).
<b>Scalability</b>	
127.	Application developed would be of layered architecture with components across different layers in the application. The application shall automatically scale up without requiring any application level changes. Addition of hardware components, CPU,

	memory, disk space, additional machines, etc. should not lead to a change in the application architecture, design or code.
<b>Interoperability</b>	
128.	Users of e-Sanchar 3.0 application and integrated applications shall be able to login through Single Sign On. The security aspects shall be handled by respective applications.
<b>Supportability</b>	
129.	Application would support different access devices like Desktop, Cell phone, Smartphone, etc. browser support would be provided to view the portal as per browser functionality of the device. There would be no separate portal or application for mobile devices

**ANNEXURE-2: Resource Deployment**

1. The selected bidder shall deploy minimum following resources onsite at RISL for the support and maintenance of e-Sanchar 2.0 Application and afterward for O&M of e-Sanchar 3.0 Application for 5 years; within 10 days from the date of work order issued:

S. No.	Role (Category)	No. of Resources (Support and O&M for e-Sanchar 2.0)	No. of Resources (O&M of e-Sanchar 3.0 Application for 5 years after go-live)	Qualifications & Experience
1.	Project Manager	1	1	<ul style="list-style-type: none"> <li>• B.E/B.Tech/MCA/MSc in IT or a related technical discipline. An MBA in IT Service Management (ITSM) or any relevant stream is mandatory.</li> <li>• Minimum 8 years of experience</li> <li>• Strong understanding of software development life cycle (SDLC), project management methodologies (Agile/Waterfall), and tools like MS Project or equivalent.</li> <li>• Must have in-depth knowledge of Government Processes, e-Governance initiatives, and IT automation in the public sector.</li> <li>• Proven ability to lead and coordinate multi-disciplinary teams, including developers, testers, and business analysts.</li> <li>• Excellent communication, documentation, and stakeholder management skills to ensure timely delivery and adherence to project objectives.</li> </ul>

2	Senior Software Developer	1	1	<ul style="list-style-type: none"> <li>• B.E/B.Tech/MCA/MSc or higher degree in IT</li> <li>• Minimum 5 years coding experience (strong technical knowledge required) on .Net with Angular; Oracle using database server</li> <li>• Hands on experience in Coding, Designing, Development and Deployment of Web Applications.</li> <li>• Good expertise of UI frameworks like jQuery/ Angular</li> <li>• Must have good understanding of Government Processes and IT automation initiatives in e-Governance Domain</li> </ul>
3	Software Developer	1	1	<ul style="list-style-type: none"> <li>• B.E/ B. Tech./ MCA/ M. Sc (CS/ IT)/ M. Tech.</li> <li>• Minimum 3 years coding experience (strong technical knowledge required) on .Net with Angular; Oracle using database server</li> <li>• Hands on experience in Coding, Designing, Development and Deployment of Web Applications.</li> <li>• Good expertise of UI frameworks like jQuery/ Angular</li> </ul>
4.	PL/SQL Developer cum DBA	1	1	<ul style="list-style-type: none"> <li>• B.E/ B.Tech/ MCA/MSc or higher degree in IT</li> <li>• Should have an overall experience of minimum 5 years or above in database administrators' role (involving Oracle database) in at least 02 (two) software application development projects</li> <li>• Should be proficient in PL/SQL</li> </ul>
<b>Total Resources</b>		<b>4</b>	<b>4</b>	

The above-mentioned team shall work from onsite. The selected bidder shall increase the team size as per requirement and ensure compliance to the prescribed Project timelines. The selected bidder shall provide offsite support through qualified resources/ team to ensure successful implementation and maintenance of the web and mobile application(s).

**ANNEXURE-3: Covering Letter of Bid**

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

To,

Managing Director,

RajCOMP Info Services Limited (RISL),

First Floor, Yojana Bhawan, Tilak Marg,

C-Scheme, Jaipur (Rajasthan)

Dear Sir,

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

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

Signature.....

In the capacity of.....





Duly authorised to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date: .....

Place: .....

**ANNEXURE-4: Pre-Bid Queries Format {to be filled by the bidder}**

**[Reference No: ....., dated: .....]**

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

\_\_\_\_\_

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

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

**Company/Firm Contacts:**

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

**Query / Clarification Sought:**

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

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

**ANNEXURE-5: Bidder’s Authorization Certificate {to be filled by the bidder}**

To,

{Procuring entity},

\_\_\_\_\_,

\_\_\_\_\_,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-6: Self-Declaration {to be filled by the bidder}**

To,

{Procuring entity},

\_\_\_\_\_

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-7: Certificate of Conformity/ No Deviation {to be filled by the bidder}**

To,

{Procuring Entity},

\_\_\_\_\_

**CERTIFICATE**

This is to certify that, the specifications of services which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-8: Financial Bid Cover Letter & Format****Cover Letter** {to be submitted by the bidder on his Letter head}

To,  
The Managing Director,  
RajCOMP Info Services Limited (RISL),  
First Floor, Yojana Bhawan, Tilak Marg,  
C-Scheme, Jaipur-302016 (Raj.)

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

Dear Sir,

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

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

I / We undertake, if our bid is accepted, to deliver the services in accordance with the requirements & delivery schedule specified in this bidding document.

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

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

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

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

We understand that you are not bound to accept the lowest or any bid you may receive. We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory:

Seal of the Organization:

Name:

Designation:

### **Financial Bid Format**

(to be filled by the bidder in BoQ (.XLS file) on eProc website)

**Note:** This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final. Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.

Sl. No.	Item Description	Qty	Units	Unit Rate excl. GST (in Rs.)	Applicable GST (in Rs.) on Unit Rate	Unit Price (In Rs.) (Inclusive of GST)	Total Amount in Rs.
1	2	3	4	5	6	7= (5+6)	8= (3x7)
1.	Cost for Design, Development and Deployment of e-Sanchar 3.0 Application (A)	1	Number				
2.	Cost for Operations & Maintenance (O&M) of e-Sanchar 3.0 Application after Go Live for First Year (B)	1	Year				
3.	Cost for Operations & Maintenance (O&M) of e-Sanchar 3.0 Application after Go Live for Second Year (B)	1	Year				
4.	Cost for Operations & Maintenance (O&M) of e-Sanchar 3.0 Application after Go Live for Third Year (B)	1	Year				

5.	Cost for Operations & Maintenance (O&M) of e-Sanchar 3.0 Application after Go Live for Fourth Year (B)	1	Year				
6.	Cost for Operations & Maintenance (O&M) of e-Sanchar 3.0 Application after Go Live for Fifth Year (B)	1	Year				
7.	Cost of Support and O&M for e-Sanchar 2.0	6	Month				
	<b>Total Amount</b>						

**Note:-**

- 1) The prices offered by the bidder for the above-mentioned items should include all incidental charges and will be evaluated on composite basis i.e., price of the above-mentioned items shall be added together to be considered for award of contract.
- 2) If GST column contains Zero or empty value for any of the items listed in the financial bid, the Total Amount would be considered as inclusive of GST.



**ANNEXURE-9: Format for CVs of Key Profiles**

[Ref No: .....]

<b>Format for the profiles</b>	
Name of the person	
Contact details (mobile no., e-mail, address)	
Current Designation / Job Title	
Current job responsibilities	
Proposed role in the project	
Proposed responsibilities in the project	
Academic qualifications: <ul style="list-style-type: none"> <li>• Degree</li> <li>• Academic Institution graduated from</li> <li>• Year of Graduation</li> <li>• Specialization (if any)</li> <li>• Key achievements and other relevant information (if Any)</li> </ul>	
Professional certifications (if any)	
Total number of years of experience	
Number of years with the current company	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (please provide the relevant names)	
Past assignment details (for each assignment provide details regarding name of organizations worked for, designation, Responsibilities, tenure) Prior professional experience covering: <ul style="list-style-type: none"> <li>• Organizations worked for in the past               <ul style="list-style-type: none"> <li>○ Organization name</li> <li>○ Duration and dates of entry and exit</li> <li>○ Designation</li> <li>○ Location(s)</li> <li>○ Key responsibilities</li> </ul> </li> </ul>	

<ul style="list-style-type: none"> <li>• Prior project experience             <ul style="list-style-type: none"> <li>○ Project name</li> <li>○ Client</li> <li>○ Key project features in brief</li> <li>○ Location of the project</li> <li>○ Designation</li> <li>○ Role</li> <li>○ Responsibilities and activities</li> <li>○ Duration of the project</li> <li>○ Total team size</li> </ul> </li> </ul> <p>Please provide only relevant projects.</p>	
<p>Proficient in languages (against each language listed indicate if Read/write/both)</p>	

Date:

Authorized signatory:

Seal of the organization:

Name:

Designation:

**ANNEXURE-10: Bank Guarantee Format {to be submitted by the bidder's bank}****Performance Security (PBG)**

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

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

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

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

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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

**ANNEXURE-11: Draft Agreement Format {to be mutually signed by selected bidder and procuring entity}**

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between RaiCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

The supplier has deposited a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ ref no. \_\_\_\_\_ dated \_\_\_\_\_ of

\_\_\_\_\_ Bank and valid up to \_\_\_\_\_ as security deposit for the due performance of the contract.

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the Lol/ work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles set forth in scope of work and annexures herein and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of value of services (upto that milestone) which the supplier/ selected bidder has failed to deliver/ install/ complete:

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

- i. Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated, if it is less than half a day.

- ii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- iii. Delivery period may be extended with or without liquidated damages if the delay in the delivery of services in on account of hindrances beyond the control of supplier.

6. **Penalty Clauses:** If the selected bidder fails to deliver the required services due to reasons attributable to him like non-accessibility of the web portal/ application, non-availability/ attrition of the technical personnel/ operational manpower, etc. the cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone.

i. **Penalty for Downtime:**

S. No.	Measurement Parameter	Downtime in a Quarter	Penalty
1	Number of hours the e-Sanchar 3.0 Application (Web Application or Web Portal) is non-functional/ non-accessible/ non-available/ non-responsive in each case of outage	>=0 but <2 Hours	No Penalty
2		>=2 but <8 Hours	1 % of applicable quarterly payment for FMS
3		>=8 but <16 Hours	2 % of applicable quarterly payment for FMS
4		>=16 but <24 Hours	5 % of applicable quarterly payment for FMS
5		>=24 but <48 Hours	7.5 % of applicable quarterly payment for FMS
6		>=48 Hours	10 % of applicable quarterly payment for FMS
The penalty shall be calculated above the permissible downtime hours (downtime for maintenance or other reasons as approved by RISL).			

- ii. **Penalty for non-availability of deployed resources/ manpower:** A maximum of 18 leaves per year (4.5 per quarter on prorated basis) shall be allowed for resource-deployed onsite at DoIT&C Office. In case resource needs to take off/leave from the duty, he has to take due approval from RISL/ DoIT&C authorities. In case total number of leaves exceed the maximum allowed leaves, penalty as mentioned below shall be levied:

Penalty for non-availability of deployed manpower		
S. No.	Resource Type	Penalty
1	Senior Application Developer/ PL/SQL Developer cum DBA	Rs 3000 /- per day of absence.
2	Software Developer	Rs 2000 /- per day per absent resource.

- iii. The review committee shall thoroughly examine the case before calculation of penalty and reasons thereof. Delay in performance/ delivery of services for reasons non-accountable to the selected bidder or due to reasons beyond control, may be dealt with accordingly.
  - iv. The maximum total penalty in any quarter (excluding penalty for downtime and non-availability of deployed manpower/resources/ personnel) shall not be more than 10% of the total amount due for the quarter. Imposition of penalties amounting to 10% of the quarterly contract value for a continuous period of 2 quarters shall be treated as non-performance and beyond which the tendering authority may initiate action as per RFP terms and condition for breach of SLA if not satisfied with the response given by the selected bidder for reasons thereof. The tendering authority may also forfeit the PSD and also debar the service provider from bidding (for all types and form of bids) for at least three years in RISL and DoIT&C.
7. This agreement is being executed on behalf of Department of Information Technology and Communication (DoIT&C) to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So, all the good and services are required to be delivered in the name of Department of Information Technology and Communication (DoIT&C) Along with invoices of supplied items, although payment will be made by RISL on behalf of Department of Information Technology and Communication (DoIT&C).
8. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2022.

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



	RISL
() Designation: Company:	() Designation: RISL

**ANNEXURE-12: Memorandum of Appeal Under the RTPP Act, 2012**

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

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

## 1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place .....

Date .....

Appellant's Signature

**ANNEXURE-13: Bank Guarantee Format – Bid Security**

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

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

Sir,

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

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

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

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

proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.

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

Date ..... (Signature) .....

Place ..... (Printed Name) .....

(Designation) .....

(Bank's common seal) .....

In presence of:

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

(1) .....

.....

(2) .....

.....

#### Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

#### GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

Managing Director, RISL

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

## **ANNEXURE-14: Details of e-Sanchar 2.0**

The E-Sanchar initiative serves as a unified platform for the Rajasthan Government to enhance communication with its citizens. This project enables departmental users to transmit application-related SMS and OTPs to the end users effectively.

Through the E-Sanchar project, the government aims to streamline communication processes, ensuring that all citizens receive timely and relevant information. This system not only improves accessibility but also fosters a more efficient interaction between the government and the public.

### 1. Frontend Technology

HTML, JavaScript, Bootstrap, jQuery, AngularJs 1.6.4

### 2. Backend Technology

Microsoft ASP.NET WEB Api, C#

### 3. Database Technology

Microsoft SQL Server 2016 (RTM-GDR) (KB4019088), SQL server version 13.0

### 4. Process

The application has two integral parts:

- a. **Management Application:** A web application for management of user accounts, service accounts, configuration and reporting interfaces. It's developed with AngularJS, HTML, jQuery and ASP.NET Web API.
- b. **SMS/OTP Web Service API:** A set of Web Services hosted on “Raj Sewa Dwaar” (a customized implementation of IBM Enterprise Service Bus). A number of e-Governance applications and services are integrated with the application through these API interfaces to send request for SMS/OTP messages.

The backed system of Web Service APIs validates the SMS/OTP requests based upon the credentials and data completeness and then prepare a request for external service provider and submits it to the same.

The system also exposes an API interface to received the DLR data for the SMS/OTP messages sent and prepares the summary reports based upon the data.

The application also includes a PULL SMS API interface which receives incoming SMS requests from the service provider and processes it accordingly.

The technical team presently managing this system, broadly performs following activities on daily/schedules basis:

- a) Live Database Monitoring

Live Database Monitoring involves overseeing the SMS and OTP channels for traffic analysis. It enhances the performance of database channel tables, similar to how managed tables store records.

b) Server Management

We utilize over 12 servers to manage the application, with each server designated for specific tasks, such as data import and application functions. We continuously monitor server performance, storage capacity, and traffic usage. This structured approach ensures that each server operates efficiently within its designated role, contributing to the overall functionality of the application. Regular assessments of server performance and resource usage allow us to maintain optimal operational standards.

c) Data synchronization

We utilize multiple databases to manage and enhance application performance, subsequently synchronizing data from the live database to the reporting database. This approach ensures that our reporting database reflects the most current information, thereby facilitating accurate analysis and decision-making.

d) Data Import Csv to Database

We have received CSV files via SFTP from the vendor, which include message log (DLR) reports. Subsequently, we import the data into the database, generate the report, and synchronize it with the original message.

e) Run Time Bug fixing

We utilize various applications, such as Portal and API, to send messages. Concurrently, we identify runtime bugs and vendor-side modifications, after which we will proceed with integration. Our approach ensures effective communication through these applications while maintaining a focus on identifying and addressing any issues that may arise during runtime. Once we have resolved these concerns, we will move forward with the necessary integration steps.

f) Code optimization

Code optimization involves refining the developed application by removing unnecessary elements and aligning the code with current requirements. When the integrated code becomes outdated, it is essential to optimize it to enhance performance.

g) Reporting for Department

The department requested the report concerning SMS and OTP, after which we generated and distributed the reports. Following this request, we ensured that the reports were generated and distributed to the relevant parties.

h) Coordination with BSDC/Sewadwar/ External SMS Service Provider

The collaboration with BSDC, Sewadwar, and External SMS Service Provider has successfully implemented the required changes for the application, and the existing technical team coordinates with them to resolve this matter. The team is in active coordination with BSDC, Sewadwar, and External SMS Service Provider to ensure that all required changes to the application have been successfully implemented. Our efforts are focused on resolving this matter collaboratively.

i) New Code integration according to requirement

The application requires enhanced integration for code that aligns with situational and vendor changes. Subsequently, we will implement new code integration based on the specified requirements.

This approach will ensure that the application remains adaptable and responsive to evolving needs, facilitating seamless updates and modifications as necessary. The focus on integration will support a more efficient development process and improve overall functionality.

j) New Server installation

Upon receiving a new server from BSDC, it is essential to enhance both the application and server from BDC. This process necessitates the installation of all required software and applications to ensure the application operates efficiently.

To achieve optimal performance, a systematic approach to software installation is crucial. This will facilitate the smooth functioning of the application, thereby maximizing the benefits of the new server infrastructure.