

**Draft Request for Proposal (RFP) Document for  
Implementation of Employment Exchange Management System (EEMS)  
for Department of Employment, Government of Rajasthan**

Reference No.: F4.3(34)/RISL/Tech/2012/4603

Dated: 23-07-2013

<b>Mode of Bid Submission:</b>	Manual
<b>Tendering/ 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>	06-08-2013 at 11:00 AM
<b>Last Date &amp; Time of Submission of Bid:</b>	11-09-2013 at 03:00 PM
<b>Date &amp; Time of Opening of Technical Bid:</b>	11-09-2013 at 03:30 PM

**Bidding Document Fee: Rs. 1000/- (Rupees One 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 Information Services Limited (RISL)**

1<sup>st</sup> Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Phone: 0141- 5103902, 4031900 Fax: 0141-2228701

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

e-Mail: [phani.s@semt.gov.in](mailto:phani.s@semt.gov.in) / [sandeep.m@semt.gov.in](mailto:sandeep.m@semt.gov.in)

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**Definitions / Acronyms / Abbreviations**

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Agreement</b>	The agreement is to be signed between the successful bidder and RajCOMP Info Services Limited
<b>Authorised Signatory</b>	The bidder’s representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>BH</b>	Business Hours
<b>Bid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person / firm / agency / company / contractor / supplier / vendor participating in the procurement / bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>BoD</b>	Board of Directors
<b>BSP</b>	Bandwidth Service Provider
<b>CMC</b>	Contract Monitoring Committee
<b>CMS</b>	Content Management System
<b>CNV</b>	Compulsory Notification of Vacancies
<b>CAPEX</b>	Capital Expenditure
<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 One Years of Operations & Maintenance Services after

	commissioning of the project.
<b>COTS</b>	Commercial Off The Shelf Software
<b>CP</b>	CAPEX Payment
<b>Day</b>	A calendar day as per GoR/ Gol.
<b>DEE</b>	District Employment Exchange
<b>DEO</b>	District Employment Officer
<b>DeitY, Gol</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>DoE</b>	Department of Employment, Govt. of Rajasthan
<b>EE</b>	Employment Exchange
<b>EEMS</b>	Employment Exchange Management System
<b>EMD</b>	Earnest Money Deposit
<b>EMI</b>	Employment Market Information
<b>eGRAS</b>	Online Government Receipts Accounting System (e-GRAS) is an e-Governance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). eGRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: <a href="https://egras.raj.nic.in/">https://egras.raj.nic.in/</a>
<b>eSAFE</b>	e-Governance Security Assurance Framework Guidelines for Implementation of Security Controls issued by the Department of Electronics and Information Technology (DeitY), Ministry of Communications & IT (MCIT), Government of India
<b>ETDC</b>	Electronic Testing & Development Center
<b>FMS</b>	Facility Management Services
<b>FOR / FOB</b>	Free on Board or Freight on Board
<b>Gol / 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>GIGW</b>	Guidelines for Indian Government Websites
<b>IA</b>	Implementing Agency
<b>ICT</b>	Information and Communication Technology.
<b>IEEE</b>	Institute of Electrical and Electronics Engineering
<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>LCBS</b>	Least Cost Based Selection Method (L1)
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>MIS</b>	Management Information System
<b>MSDG</b>	Mobile Service Delivery Gateway (SMS Gateway services provided by Govt. of India to all the states)
<b>NBH</b>	Non-Business Hours
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>O&amp;M</b>	Operations & Maintenance
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement / Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Project</b>	EEMS Project
<b>Procurement</b>	The process of procurement extending from the issue of invitation to bid

<b>Process</b>	till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement / Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser / Tendering Authority / Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
<b>REO</b>	Regional Employment Office
<b>RISL</b>	RajCOMP Info Services Limited
<b>RO</b>	Regional Office
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>RVAT</b>	Rajasthan Value Added Tax
<b>SD</b>	Security deposit (5% of order value towards the due performance of the contract)
<b>SDD</b>	System / Software Design Document
<b>SEE</b>	Special Employment Exchange
<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>SLS</b>	Service Level Standard
<b>SoW</b>	Scope of Work
<b>SSDG</b>	State Services Delivery Gateway
<b>SPOC</b>	Single Point of Contact
<b>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TC</b>	Technical Committee

<b>TIN</b>	Tax Identification Number
<b>UAT</b>	User Acceptance Testing
<b>VAT / CenVAT</b>	Value Added Tax / Central VAT
<b>WO / PO</b>	Work Order / Purchase Order

**1. INVITATION FOR BIDS (IFB) & NOTICE INVITING BIDS (NIB)**
**Reference No.:** F4.3(34)/RISL/Tech/2012/4603

**Dated:** 23.07.2013

<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 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Phani Raja Sekhar</li> <li>Designation: Chief Project Officer, SeMT</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur - 302005 (Rajasthan)</li> <li>Email: <a href="mailto:phani.s@semt.gov.in">phani.s@semt.gov.in</a></li> </ul>
<b>Subject Matter of Procurement</b>	Selection of Implementing Agency (IA) for Implementation of Employment Exchange Management System for Department of Employment (DoE), Government of Rajasthan (GoR)
<b>Bid Procedure</b>	Single-stage: Two part (envelop) open competitive bid procedure
<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.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://www.rajasthan.gov.in">http://www.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></li> <li>Bidding document fee (Non-Refundable): INR 1000/- (Rupees One Thousand only) in Cash / Banker's Cheque / Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>Period of Sale of Bidding Document (Start / End Date)</b>	From: 30.07.2013 5:00 PM Onward till 11.09.2013 till 2:00 PM
<b>Date / Time / Place of Pre-bid Meeting</b>	<ul style="list-style-type: none"> <li>Date/ Time: 06.08.2013 at 11:00 AM</li> <li>Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur - 302005 (Rajasthan)</li> <li>Last date of submitting clarifications requests by the bidder: 06.08.2013 till 5:00 PM</li> <li>Response to clarifications by procuring entity: 13.08.2013</li> </ul>
<b>Estimated Procurement Cost</b>	INR 22,00,000/- (Rupees. Twenty Two Lakh Only)
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): 44,000/- (Rupees Forty Four Thousand Only),</li> <li>Amount (INR): 11,000/- (Rupees Eleven Thousand Only) for S.S.I. of Rajasthan,</li> <li>Amount (INR): 22,000/- (Rupees Twenty Two Thousand Only) for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction</li> <li>Mode of Payment: Banker's Cheque / Demand Draft drawn on any Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"</li> </ul>
<b>Manner, Start / End Date</b>	<ul style="list-style-type: none"> <li>Manner: Manual at Reception (Room No. 107) of RISL, First</li> </ul>



<b>for the submission of Bids</b>	Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur - 302005 (Rajasthan) <ul style="list-style-type: none"> <li>• Start Date: 13.08.2013, 3:00 PM Onwards</li> <li>• End Date: 11.09.2013 till 3:00 PM</li> </ul>
<b>Date / Time / Place of Technical Bid Opening</b>	<ul style="list-style-type: none"> <li>• Date: 11.09.2013</li> <li>• Time: 3:30 PM</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
<b>Note:</b> <ol style="list-style-type: none"> <li>1) The procuring entity reserves the complete / sole right to cancel the bid process and reject any or all of the bids.</li> <li>2) No contractual obligation whatsoever shall arise from the bidding document / bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</li> <li>3) Procurement entity disclaims any factual / or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</li> <li>4) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.</li> </ol>	

## 2. BACKGROUND INFORMATION & PROJECT PROFILE

### 2.1. Background Information:

#### 2.1.1 About Department of Employment (DoE), Government of Rajasthan (GoR):

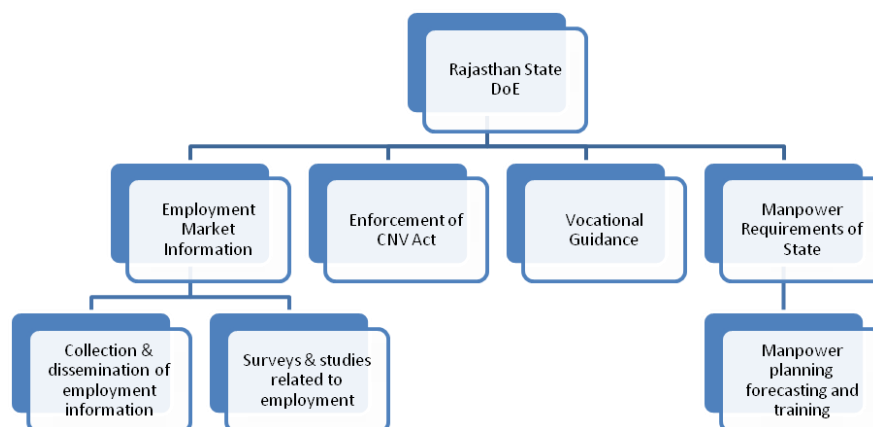
The DoE is primarily responsible for ensuring proper enforcement of provisions of Employment Exchange (Compulsory Notification of Vacancies (CNV)) Act-1959 & Rules-1960, collection and dissemination of information about various self employment schemes to job seekers, provision of dispensing special scheme(s) to assist job seekers of weaker sections of the society – Scheduled Castes (SCs), Scheduled Tribes (STs), Other Backward Communities (OBCs), disabled persons, women etc.

DoE is headed by the Director of Employment. DoE in Rajasthan performs its functions through Directorate of Employment (Employment Head Office (HO) at Jaipur), seven (7) ROs and forty one (41) EEs spread over all districts of Rajasthan which includes District Employment Exchanges (DEEs) at all the 33 District headquarters. Besides, there are special EEs for physically handicapped, Sub-EEs in tribal areas, Special Employment Exchange (SEE) for women and professional & executives. The main functions of the state department are as per the National Employment Services Manual (NESM) and are therefore mostly consistent throughout the country with the flexibility to state governments to apply innovative approach to their functioning.

The department has two citizen interfaces, both works in tandem.

- Interface with the unemployed youth to register them, provide vocational and employment assistance;
- Interface with the employers to compile the list of vacancies.

The figure below depicts list of services provided / executed by the state department during its regular functioning:



### 2.1.2 Key functions of the DoE, GoR:

- Registration, Renewal, Updation and Maintenance:
  1. Registration refers to the process of recording the particulars of a job seeker according to prescribed procedure with a view to rendering him employment assistance.
  2. Renewal of Registration is the process of extension of the period for which registration is valid for purposes of rendering employment assistance.
  3. Updation and maintenance refers to the process of keeping the personal and professional information of the candidate revised. Information such as change of address, marital status and number of family members is recorded in this process.
- Vocational Guidance which includes career counselling, career talks / seminars, conduct of job fairs, new occupation information and handling enquiry & grievances.
- Career counselling refers to the dissemination of occupational information to job seekers, students, teachers, counsellors, career masters, parents etc. is considered an integral part of vocational guidance services in particular.
- Career talks are delivered to students of school / colleges in order to disseminate pertinent occupational information. Such talks should be planned in advance and publicized. Depending upon the local needs, the situation and the co-operation extended by institutions, the plan of career talks may cover selected schools / colleges singly or in convenient groups.
- Job fairs or “Rozgaar Melas” as they are colloquially called are conducted by State DoE (through EEs at various levels – sub-regional, district, taluka) to reach the masses – rural and urban – and increase services of EEs and provide assistance in securing gainful employment.
- Given the dynamic nature of the economy, new occupations bring changes in existing occupations from time to time. Such information needs to be identified and classified.
- Enquiry and grievances of applicants, employers and visitors need to be addressed as part of EEs services.
- Employment Market Information (EMI) – EE is responsible for collecting, compiling and analysing information regarding employment status and opportunities in the public and private sector and disseminating the same at various levels.
- Statistical Returns – This function of the EE is responsible for timely submission of all reports and returns by the due date so that compilation at higher levels (state or national) is not delayed. Statistical information on various parameters such as registration, vacancy, placement for categories such as general, women, SC / ST / OBC, Vacancy Notification, Submission and Placement – This includes receiving vacancy notifications from employers and submitting list of potential candidates.

## 2.2. Project Profile:

### 2.2.1. Thematic Focus/ Project Objectives:

The objective of the project as envisaged by the DoE, GoR, is to create an integrated web based software application for DoE to improve the overall operational efficiency and effectiveness and to pass on the benefits of IT to all stakeholders.

The Objectives intended to achieve through the implementation of Employment Exchange Management System (EEMS) are as below:

- (a) To disseminate easy and speedy access of employment exchange services to all the stakeholders
- (b) To collect and disseminate information on employment to employers so as to ensure a proper balance between the demand and supply of workforce
- (c) To obtain and provide accurate and quality Employment Market Information (EMI) for planning and decision making in a timely manner;
- (d) Efficient and better MIS systems for improving the internal efficiency of operations

### 2.2.2. Outcome of the Project:

The expected outcomes to be achieved from the project are as follows:

- (a) To collect and disseminate information on employment to employers in organized and unorganized sector and ensure precise and timely forecast of market demand and skills augmentation.
- (b) To create easy and speedy access to services of EEs for all the stakeholders
- (c) To provide assessment of capabilities and relevant vocational guidance services to job seekers in improving their employability
- (d) To obtain, provide accurate and quality employment market information for planning and decision making

### 2.2.3. Brief Technical Solution:

EEMS is conceptualised as a centralized web based software application to be accessed by all the DoE authorised users (Department Users, employers and Job Seekers) posted across Rajasthan state through a secured web based interface.

EEMS application will consist of number of modules (required to meet functional requirements of this application) and should have atleast 2-Tier architecture. The application will provide real time information to all authorized DoE, Regional Office and Employment Exchange officials through structured MIS reports, Dashboard, SMS, e-Mail alerts etc.

The centralized application shall be deployed at RSDC, Jaipur. Web server, application server and database server along with load balancing will be provided by RSDC (as mentioned in Annexure-11 of this bidding document) to maintain high availability of application and database.

All DoE offices i.e. HO, ROs, and EEs would be connected with RSDC through broadband internet connectivity. The connectivity and the IT infrastructure like desktop, laser printer, scanner, MFP, UPS etc loaded with required softwares will be provided to the DoE offices by SSDG and e-District MMP for Rajasthan.

#### **2.2.4. Brief Scope of Work:**

- a) Study, design, development, integration, testing and deployment of EEMS application.
- b) Training, handholding support, helpdesk support and manage change request.
- c) 1 Year of O&M with FMS phase as per the agreed SLS conditions, which may be extended for further period of 1 year, if required.

For details, bidders may refer to subsequent chapters / sections, specially Chapter – 4 for the detailed scope of work and Annexure-13 for Indicative FRS.

#### **2.2.5. Implementing and Participating Agencies (Stakeholders)**

The project shall deliver benefits to various stakeholders associated with the functioning of DoE, GoR. The following key stakeholders have been identified for this project: -

- a) Department of Employment (DoE), GoR
- b) RajCOMP Info Services Limited (RISL)
- c) Department of Information Technology & Communications (DoIT&C), GoR
- d) Implementing Agency(IA)

### 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 / Criteria	Required supporting documents
1	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State / Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p>	<p>- Copy of valid Registration Certificates</p> <p>- Copy of Certificates of incorporation</p>
2	Financial: Turnover from IT / ITeS	Annual Turnover of the bidder from IT / ITeS during each of the last three financial years, i.e., from 2009-10 to 2011-12 (as per the last published audited balance sheets), should be at least Rs. 1.10 Crore.	CA Certificate with CA's Registration Number / Seal
3	Financial: Net Worth	The net worth of the bidder as per the last published audited balance sheet i.e. FY 2011-12, should be Positive.	CA Certificate with CA's Registration Number / Seal
4	Technical Capability	<p>The bidder must have successfully developed and implemented at least one Web based Application Software Development project and the total value of which should not be less than the Rs. 17.6 Lakh during the last four financial years from 2009-10 to 2012-13.</p> <p>OR</p>	<p>Annexure-9 per project reference</p> <p>And</p> <p>Work Completion Certificates from the client;</p> <p>OR</p>

S. No.	Basic Requirement	Specific Requirements / Criteria	Required supporting documents
		<p>The bidder must have successfully developed and implemented at least two Web based Application Software Development projects and the sum of the values of both projects should not be less than Rs. 22 Lakh during the last four financial years from 2009-10 to 2012-13.</p>	<p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor);</p> <p>OR</p> <p>Work Order + Phase Completion (Successful Commissioning of Application Software)</p> <p>Certificate from the client.</p> <p>(i) The certificate should clearly mention the component of the project, their values and the time period of the project.</p> <p>(ii) In case of partially completed projects, only the value of the project completed shall be considered.</p>
5	Tax registration and clearance	<p>The bidder should have a registered number of</p> <ul style="list-style-type: none"> <li>i. VAT / CST where his business is located</li> <li>ii. Service Tax</li> <li>iii. Income Tax / Pan number.</li> </ul> <p>The bidder should have cleared his VAT / CST</p>	<p>Copies of relevant certificates of registration</p> <p>VAT / CST clearance</p>

S. No.	Basic Requirement	Specific Requirements / Criteria	Required supporting documents
		dues to the Government.	certificate from the Commercial Taxes Officer of the Circle concerned not before 1 <sup>st</sup> December 2012.
6	Certifications	The bidder must possess, at the time of bidding, a valid <ul style="list-style-type: none"> <li>• ISO 9001 : 2008</li> </ul>	Copy of valid certificate
7	Mandatory Undertaking	Bidder should: - <ol style="list-style-type: none"> <li>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;</li> <li>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</li> <li>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</li> <li>d) comply with the code of integrity as specified in the bidding document.</li> </ol>	Mandatory Undertaking



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

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

The successful deployment of EEMS project requires the IA to provide the best in class technical solutions and timely services to DoE, GoR, as specified in this bidding document.

All the activities performed by the IA during different phases of the project shall be closely monitored by RISL / DoE designated authority. Bidder is strongly advised to carefully read the Scope of Work below and quote accordingly.

##### **4.1. Scope of Work:**

###### **4.1.1. Pre - Web Portal & Application Software Development Phase:**

- a) Deployment of SPOC / Project Manager (PM): IA is required to depute a dedicated SPOC / Project Manager (PM) during the execution of the project. However, the SPOC / PM shall be required to be present at Jaipur and other project locations, on need basis.
- b) Project Kick-Off Meeting: Project kick-off meetings will be organized to bring development team and stakeholders together. The IA will be required to be present for this meeting.
- c) Finalization of Detailed Project Management Plan (PMP): IA shall be responsible to prepare PMP and submit to RISL / DoE before entering into “Web Portal & Application Software Development Phase”.

###### **4.1.2. Web Portal & Application Software Development phase**

A standard methodology should be adopted for software development, covering the entire SDLC (Software Development Life Cycle)

###### a) Preparation of SRS & Design Documents

1. IA shall be responsible to prepare SRS, based on an independent assessment of the requirements and the indicative FRS (Annexure-13). SRS should be prepared in accordance to IEEE 830 standards. IA shall be required to obtain sign-off of SRS from the designated authority of RISL
2. IA shall prepare & submit various design documents based on principles of modular approach to provide a secure and scalable web based application software. RISL may provide comments and suggestions on the documents. Documents should include:
  - i. Solution Architecture
  - ii. Application Architecture
  - iii. Security Architecture
  - iv. Database Design

b) Development of Web Portal & Application Software

1. IA will be responsible to develop a feature rich web portal with dynamic content as per the guidelines issued by the Gol and GoR for the development of the government websites / portals. The complete life cycle of the content present on the web portal should be maintained using CMS and all the sections of the web portal shall be supported with content management modules for easy content management and administration.

The selected bidder may use existing CMS software (MS-SharePoint) available at RSDC for building all the required CMS features in the web portal. Additional MS-SharePoint licenses, if any and as applicable, shall be provided by RISL. Alternatively, the bidder may opt for any open source CMS software and should also supply the required server and client / user licenses, if any and as applicable.

2. EEMS application should have atleast 2-Tier architecture. The web server, application server to be provided by RISL is deployed in de-militarized zone and database server in militarized zone.
3. The departmental web portal and the EEMS application software should support at least Unicode 6.1 standard based Bi-lingual versions for user interface. It is expected to support both Hindi and English languages. The users should see the labels and captions on selected language and additionally be able to feed-in their data in the language of their own choice as per the requirement. Also, the IA must translate, at its own, the equivalent Hindi captions for the English version (without altering the meaning) of the application and the same must be submitted / reviewed to the DoE for approval before implementation / uploading or vice-versa.
4. The information and forms collected from various sources and the development of the application software will have to be converted into appropriate electronic open standard format(s) as mentioned in the latest version of “Interoperability Framework for e-Governance in India” issued by Department of Electronics and Information Technology (DeitY), Ministry of Communications & IT (MCIT), Government of India”.
5. IA shall transfer the ownership of all software developed / customized / configured / procured to the RISL / GoR.
6. The application software shall support IPv6 ready infrastructure from the day one.
7. The application software should have provision / facility for maintaining audit trail. The application software should be such that all edited records are traceable and copies of editions / versions are available in system for future reference. The audit trail should be preserved in a secured manner and no user other than the authorized user

(authorized by the competent authority) should be allowed to access the audit trail records.

8. The web portal & developed application should be compatible with all the standard latest version of the web browsers i.e. the web portal & application software so developed should be browser independent (at least 32bit and 64bit MS-Internet Explorer v8.0, 32bit Google Chrome v25.0, Mozilla Firefox v20.0 and Safari v5.1.9).
9. The Application must be integrated with existing SMS gateway (MSDG provided by Gol) for automatically sending the required details / alerts / information through SMS to various stakeholders as mentioned in the FRS. The recurring SMS charges shall be borne by RISL.
10. The Web Application must facilitate, from the day one for automatically sending the required details / alerts / information through email to various stakeholders through the existing e-Mail Gateway of GoR (NIC mail).

c) Creation of Master Database

IA will be responsible to create master database by entering all employer records (employer registration certificates (approx. 20,000 records) and their quarterly as well as annually employer return forms (approx. 1,00,000 records) as per Annexure-12. IA should take appropriate methodology for this, which may require manual record entry, scanning of records / documents / supporting documents (through OCR / ICR also), insertion of records (data) using excel sheet etc. EEMS application would be using this master database extensively. Hence, IA shall also ensure correctness of the digitized records / data in the master database, which would be verified further by the DoE for its sanctity.

d) Testing of Developed Application

1. Design and provide Test Strategy, Test Plan and Test Cases.
2. Conduct testing of various components / modules of the software developed in accordance to the submitted Test Strategy, Test Plan and Test Cases and using best practices.
3. Testing results including bug reports and rectification done should be shared with RISL.

e) User Acceptance Testing (UAT)

The IA would be responsible for:

1. Preparation and submission of detailed UAT plans, schedules, procedures, formats.
2. Prepare various UAT Use Cases, Scenarios and Expected Results.

3. IA shall be required to share the testing documents and standards with the designated s/w testing team, wherever applicable / required.
  4. Assisting purchaser in carrying out user acceptance of the developed application s/w.
  5. Rectifying the software issues / errors / bugs reported during the testing / UAT up-to the satisfaction of RISL / DoE.
  6. Final approval / acceptance of the software shall be given by RISL / DoE after successful completion of UAT. IA shall obtain the UAT approval from the RISL / DoE after resolving all issues / errors / bugs reported during UAT.
- f) Safe to Host Certification for the Developed Application by CERTin Empanelled Agencies
1. Post UAT, the IA shall undertake Safe to Host Certification of the developed EEMS application s/w through one of the CERTin empanelled agencies selected by RISL. IA shall be responsible to bear the expenses incurred towards safe-to-host certification for the first time only. However, if safe-to-host certification is required to be done again then cost incurred will be borne by RISL / DoE.
  2. IA shall be required to share the testing documents and standards with the designated testing agency wherever applicable / required.
  3. The safe-to-host certification will be carried out as per CERTin norms and shall include but is not limited to the following aspects of the web portal & web application s/w:
    - i. Vulnerability assessment of the critical servers and network devices
    - ii. Penetration testing of the systems and networks (external and internal)
    - iii. Application security assessment.
  4. Based on the submitted reports / suggested changes by the CERTin auditor, the selected bidder shall make the required changes to the application and incorporate the suggestions of the auditor at no extra cost.
- g) Deployment & Configuration of Web Portal & Application Software on Production Server
1. After successful UAT and Safe to Host certification the IA shall deploy the web portal and application software on the production server at RSDC.
  2. IA shall be responsible to coordinate with RSDC operator to host, install and configure web portal and web application software at RSDC Jaipur.
  3. IA shall adhere to RSDC procedures for deployment and maintenance of the software.
- h) Application Go-Live
- Only after successful Safe to Host certification and successful deployment of web portal and application software on production server at RSDC, web portal and application software will be considered as commissioned / Go-Live.

**4.1.3. Training & Capacity Building:**

Training of staff is essential for ensuring that the software developed is actually put to use. Hence, IA is required to impart requisite training to the EEMS Users.

a) Pre-Training Activities:

1. RISL / DoE and the IA shall mutually decide and agree on the training plan and schedule at an appropriate time.
2. IA shall prepare the training material in sufficient quantities for distribution to the trainees well before the date of actual training, and get an approval on the same from RISL / DoE. The training material shall consist of User Manual, which contains all major instructions for all types of users / roles including the administrator. The user manual should be available online.

b) Activities during Training:

1. Training would be imparted in sessions as per the need and requirement of the DoE / RISL. Each session will consist of one full day. One batch would consist of approximately 20 trainees / users
2. Indicative Training Needs for DoE are as follow:

S. No.	Description of Training	No of Employees to be Trained approx.	Batch Size	No. of Batches	No. of Sessions/ Batch	Total No. of Session
1	Web Portal and Application Training for DoE Employees	40	20	2	2	4

3. IA shall ensure availability of sufficient number of trainers for conducting the training program for DoE users. RISL may ask the IA to replace the trainer in case RISL is dissatisfied with his / her performance. In such case, the selected bidder has to provide suitable replacement.
4. IA shall ensure a proper hands-on training to the designated end-users on EEMS application s/w developed so as to make them well conversant with the built in functionalities, features and processes.
5. IA shall maintain attendance sheets with details as Name, Department, Designation, e-Mail Id, Mobile No. and Signature of trainees and shall submit a copy to RISL on the completion of each batch.
6. The bidder shall take training feedback from the trainees after completion of each batch.
7. Training will be held in Jaipur. RISL / DoE, GoR shall provide requisite training infrastructure like training hall, computers, projector and screen. RISL / GoR shall also

provide copies of training material including user manual and any other training material prepared by the IA.

#### **4.1.4. Onsite Operation & Maintenance (O&M) with Facility Maintenance Services (FMS):**

- a) After successful commissioning / Go-Live, project would enter into the O&M with FMS phase for 1 year.
- b) During this phase, the IA shall be responsible for the following:
  1. Bug fixing, database management, minor changes of the application software.
  2. Handholding support to various users during office hours. If required, under exceptional circumstances, support would also be provided during non-working days and / or during non-working hours.
- c) Bug fixing, database management and minor changes of the application software shall be done expeditiously and in no case beyond the time fixed by RISL (which will depend on the criticality and the effort involved), in consultation with the IA, for each case.
- d) IA shall maintain a register to log issues, complaints etc. received during this period. It shall also keep a record of action taken and the time of resolution, as may be required by the RISL.
- e) IA shall deploy a technical resource onsite for the above said purposes during this phase along with desktop / laptop fully loaded with complete development environment and other required softwares.
- f) RISL / DoE will provide seating space, a telephone and connectivity to the resources deployed onsite for carrying out the above mentioned work.
- g) The IA shall be responsible to submit quarterly reports including SLS reports as specified under clause titled “Service Level Standards / Requirements “during this phase.

#### **4.2. Major Roles & Responsibilities (Stakeholder-Wise)**

##### **4.2.1. Roles and Responsibilities of RISL**

- a) Coordination between the DoE, other government agencies and the IA.
- b) Provide sign-off / acceptance of various project deliverables / milestones submitted by IA
- c) Provide requisite infrastructure required for hosting the developed web portal & application software at Rajasthan State Data Center (RSDC)
- d) Co-ordination with the RSDC Operator and other stakeholders of the project.
- e) To conduct review meetings at regular intervals to monitor the overall progress of the project.
- f) Facilitate during UAT
- g) Appoint CERTin certified agency for Safe to Host certification of application s/w.

- h) Provide feedback on changes to be made in the solution to improve usability of the application software
- i) Ensure availability of training infrastructure to the IA at desired locations
- j) Periodic SLS monitoring of the system deployed by the IA
- k) Review and approve the payments to the IA as per SLS.
- l) Set up and administration of escalation mechanism

#### **4.2.2. Roles and Responsibilities of DoE, GoR**

- a) Identify and appoint nodal officer and formulate a nodal team for the project responsible for end to end coordination and execution of the EEMS project
- b) Ensure proper support and participation from the DoE team and other stakeholders as and when required
- c) Ensure timely project milestones sign offs
- d) Provide feedback on changes to be in the solution to improve usability of the application software
- e) Prioritize the change requests as per project objectives
- f) Approve and oversee the proposed training plan
- g) Review & monitor the overall project progress
- h) Identify the staff / employees at various levels who need to undergo user training
- i) Handle change management within the organization
- j) Review content, pedagogy and methodology for user training
- k) Provide training hall, IT infrastructure and logistic arrangement for the DoE employees during training sessions
- l) Setup and administration of an issue and escalation management process
- m) Facilitate RISL in providing sign-off of UAT of application s/w
- n) Provide non-IT infrastructure i.e. seating space, necessary furniture etc. along with dedicated telephone line to the IA during 1 year onsite FMS phase.

#### **4.3. Project Milestones, Deliverables and Time Schedule:**

- a) IA shall adhere to the following timelines to undertake various project activities. The time specified for delivery and other activities as mentioned in the table below 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.
- b)  $T_0$  is the date of issue of work order to the successful bidder.



S. No.	Reference to Scope of Work	Project Deliverables	Timeline (in Days)
1.	Section 4.1.1 clause 'c' and 4.1.2 clause 'a'	a) Project Management Plan (PMP) b) Software Requirement Specification (SRS) c) Design Documents	$T_1=T_0+45$ ; assuming RISL will provide approval to / comments on SRS and Design Documents with in 7 days of submission
2.	Section 4.1.2 clause 'b' to clause 'f'	a) Web Portal & Web Application Software b) Master Database c) Test Cases & Test Report d) UAT test Scenarios & Report e) Safe to Host Certificate	$T_1+135$
3.	Section 4.1.3.	a) User Manual b) Training Completion Certificates along with Feedback Forms (Batch Wise)	As per agreed schedule
4.	Section 4.1.4 clause 'g'	Quarterly SLS Attainment Reports	With in 10 days from end of each quarter

Note:

$T_1$  is the date of submission of SRS (approved) and Design Documents

## **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 bids. The complete bidding documents shall also be placed on the State Public Procurement Portal. The prospective bidders shall be permitted to download the bidding document from the website and pay its price while submitting the bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft, banker's cheque.
- c) Bidding documents purchased by Principal of any concern may be used by its authorised sole selling agents / marketing agents / distributors/ sub-distributors and authorised dealers or vice versa.

### **2) Pre-bid Meeting/ Clarifications**

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents. All the prospective bidders must submit the prescribed Tender Fee before submitting any such requests to the Tendering authority.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
  - a. Last date of submitting clarifications requests by the bidder: as per NIB
  - b. Response to clarifications by procuring entity: as per NIB
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

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

- a) At any time, prior to the deadline for presenting bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

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

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

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

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

- a) The bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- b) The bid shall be typed or written in ink and it's all the pages shall be signed by the bidder or a person duly authorised to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorisation shall consist of a written confirmation as per "Annexure-4: Certificate of Conformity/ No-Deviation" of the bidding document and shall be attached to the technical bid.

- c) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

**6) Sealing and Marking of Bids**

- a) Bidders may submit their bids by post or by hand delivery in one large single envelope.
- b) The inner and outer envelopes shall: -
- a. bear the name and complete address along with telephone/ mobile number of bidder;
  - b. bear complete address of the procuring entity with telephone number, if any;
  - c. bear the specific identification of the bidding process pursuant to NIB and any additional identification marks as specified in the bidding document; and
  - d. bear a warning not to be opened before the time and date for bid opening, in accordance with the NIB.
- c) If all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
- d) A Single stage-Two part/ envelope system shall be followed where: -
- a. Technical Bid, including fee details and all the eligibility documents, should be enclosed in one sealed envelope
  - b. Financial Bid should be enclosed in second sealed envelope
  - c. The envelopes containing the technical and financial bid shall then be enclosed in one large single outer envelope.
- e) The technical bid, including all the eligibility documents, shall consist of the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Technical Bid	On bidder’s letter head duly signed by authorized signatory
<b>Fee Details</b>		
2.	Bidding document Fee (Tender Fee)	Proof of submission
3.	Bid Security	Instrument/ Proof of submission
<b>Eligibility Documents</b>		
4.	Bidder’s Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-2
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
<b>Technical Documents</b>		
6.	Certificate of Conformity/ No Deviation	As per Annexure-4

7.	Declaration by Bidders	As per Annexure-5
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f) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed authorized as per Annexure-6
2.	Financial Bid – Format	As per BoQ format available in Annexure-6

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

### 7) 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.

### 8) Alternative/ Multiple Bids

Alternative/ Multiple bids shall not be considered at all.

### 9) Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed technical bid.

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

- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
- a. the expiry of validity of bid security;
  - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
  - c. the cancellation of the procurement process; or
  - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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

- a) Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place 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.

#### **11) Late Bids**

- a) The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.
- b) Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as “Late” and returned unopened to the bidder by registered post.

#### **12) Receipt and Custody of Bids**

- a) The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.

- b) The person authorised to receive the bids shall provide a receipt signed by him with date and time of receipt of bid to the person, who delivers the bid.
- c) All bids received unsealed, in torn or damaged condition through post or by personal delivery shall be so marked and signed on the cover by the person receiving the same and get signed on it by the person delivering it and put in a fresh cover and reseal, if so warranted. All such entries shall be attested by the receiving person.
- d) The received bids shall be kept in safe custody in lock and key by the person authorised to receive the bids.
- e) The location of bid box shall be such as to facilitate easy access to bidders. The bid box shall have two sealed locks. The key of one of the locks shall remain with the procuring entity and the key of the other lock shall be with the person authorised to receive the bids.
- f) Bids received by the authorised person on or before the time and date fixed for receipt of bids shall be entered in bids receipt register and the same shall be closed at the scheduled time and date giving in words and figures the number of bids received up to the last time and date for submission of bids.
- g) The record of bids received late through post shall be entered in bids receipt register after closing the register as per (f) above.
- h) Bids received by telegram or given on form other than the prescribed form shall not be considered.

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

- a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -
  - i. submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked “Withdrawal,” “Substitution,” “Modification”; and
  - ii. received by the procuring entity prior to the deadline prescribed for submission of bids.
- b) Bids requested to be withdrawn shall be returned unopened to the Bidders.
- c) No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of the specified bid validity or any extension thereof.

### **14) Opening of Bids**

- a) The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the bidders or their authorised representatives, who choose to be present.



- b) The bids receiving person shall also hand over all the bids received by him up to the time and date for submission of bids to the Convener of bids opening committee and obtain its signature in the bids receipt register.
- c) The bid opening committee may co-opt experienced persons in the committee to conduct the process of bid opening.
- d) The bids shall be opened by the bids opening committee in the presence of the bidders or their authorised representatives who choose to be present. All envelopes containing bids shall be signed with date by the members of the committee in token of verification of the fact that they are sealed. The envelopes shall be numbered as a/n, where 'a' denotes the serial number at which the bid envelop has been taken for opening and 'n' denotes the total number of bids received by specified time.
- e) The bid opening 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 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.
- f) First, envelopes marked as "WITHDRAWAL" shall be opened, read out, and recorded and the envelope containing the corresponding bid shall not be opened, but returned to the bidders. No bid shall be permitted to be withdrawn unless the corresponding withdrawal notice contains a valid authorisation to request the withdrawal and readout and recorded in bid opening. If the withdrawal notice is not accompanied by the valid authorisation, the withdrawal shall not be permitted and the corresponding bid shall be opened. Next, envelopes marked as "SUBSTITUTION" shall be opened, read out, recorded and exchanged for the corresponding bid being substituted and the substituted bid shall not be opened, but returned to the bidder. No bid shall be substituted unless the corresponding substitution notice contains a valid authorisation to request the substitution and is read out and recorded at bid opening. Envelopes marked as "MODIFICATION" shall be opened thereafter, read out and recorded with the corresponding bid. No bid shall be modified unless the corresponding modification notice contains a valid authorisation to request the modification and is read out and recorded at bid opening. Only envelopes that are opened, read out, and recorded at bid opening shall be considered further.
- g) All other envelopes shall be opened one at a time and the following details shall be read out and recorded: -
  - a. the name of the bidder and whether there is a substitution or modification;
  - b. the bid prices (per lot if applicable);
  - c. the bid security, if required; and

d. any other details as the committee may consider appropriate.

After all the bids have been opened, they shall be initialled and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialled and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations / corrections / additions / over-writings shall be initialled legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.

- h) No bid shall be rejected at the time of bid opening except the late bids, alternative bids (if not permitted) and bids not accompanied with the proof of payment or instrument of the required price of bidding document, processing fee (if any) or user charges and bid security.
- i) The bid opening committee shall prepare a record of the bid opening that shall include the name of the bidder and whether there is a withdrawal, substitution, or modification, the bid price, per lot (if applicable), any discounts and alternative offers (if they were permitted), any conditions put by bidder and the proof of the payment of price of bidding documents, processing fee or user charges and bid security. The bidders or their representatives, who are present, shall sign the record. The omission of a bidder's signature on the record shall not invalidate the contents and effect of the record. The members of the committee shall also sign the record with date.
- j) In case of single stage: two part/ envelope bids, only outer envelopes and envelopes marked as "Technical Bid" shall be opened in the sequence of the serial numbers marked on them. The envelopes marked as "Financial Bid" shall be kept intact and safe and shall be opened of only those bidders who qualify in the evaluation of their Technical Bids in the manner as mentioned in (c) to (j) above, on the date and time to be intimated to those bidders.
- k) In case, during Technical bid opening, the Financial bid is also found in the Technical Bid envelope, then the bid opening committee, in the presence of bidders, shall seal the financial bid in a separate envelope.

#### **15) Selection Method:**

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

#### **16) 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.

## **17) Evaluation & Tabulation of Technical Bids**

### **a) Preliminary Examination of Bids**

The bid evaluation committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facie responsiveness and ensure that the: -

- a. bid is signed, as per the requirements listed in the bidding document;
- b. bid has been sealed as per instructions provided in the bidding document;
- c. bid is valid for the period, specified in the bidding document;
- d. bid is accompanied by bidding document fee, bid security or bid securing declaration, and processing fee (if applicable);
- e. bid is unconditional and the bidder has agreed to give the required performance security; and
- f. other conditions, as specified in the bidding document are fulfilled.

### **b) Determination of Responsiveness**

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

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

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

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

**d) Technical Evaluation Criteria**

- a. The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids. It shall examine the technical bid including the pre-qualification documents.
- b. The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation (unless disqualified pursuant to clause "Conflict of Interest" or "Disqualification") and shall be informed, either in writing

or by uploading the details on the websites mentioned in the NIB, about the date, time and place of opening of their financial bids.

- c. The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the best / successful bidder.

**e) Tabulation of Technical Bids**

- a. If Technical bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical bids and sign it.
- f) 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.
- g) 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.

**18) Evaluation & Tabulation of Financial Bids**

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

- a) For two part/ cover bid system, the financial bids of the bidders who qualified in technical evaluation shall be opened 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, marking and signing on the financial bids shall be as prescribed in (6) above.
- 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.

- 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.

### **19) Correction of Arithmetic Errors in Financial Bids**

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

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

### **20) Comparison of rates of firms outside and those in Rajasthan**

While tabulating the financial bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

### **21) Price / purchase preference in evaluation**

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

### **22) 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.

### **23) Exclusion of Bids / Disqualification**

- a) A procuring entity shall exclude / disqualify a bid, if: -
  - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
  - b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
  - c. the bidder is not qualified as per pre-qualification / eligibility criteria mentioned in the bidding document;
  - d. the bid materially departs from the requirements specified in the bidding document or it contains false information;
  - e. the bidder, submitting the bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental

- authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
- f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
  - b) A bid shall be excluded/ disqualified as soon as the cause for its exclusion / disqualification is discovered.
  - c) Every decision of a procuring entity to exclude a bid shall be for reasons to be recorded in writing and shall be: -
    - a. communicated to the concerned bidder in writing;
    - b. published on the State Public Procurement Portal, if applicable.

#### **24) Lack of competition**

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

#### **25) 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 LOI shall constitute a binding contract.
  - i) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

## **26) 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.

**27) Procuring entity's right to accept or reject any or all bids**

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

**28) Right to vary quantity**

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the bidding documents.
- b) 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.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - a. 50% of the quantity of the individual items and 20% of the value of original contract in case of works; and
  - b. 25% of the value of goods or services of the original contract.

**29) Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5% of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% 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/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- 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 FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

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

### **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 whose bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
  - a. cancel the relevant procurement process if the bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
  - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

### 33) Code of Integrity for Bidders

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

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

### **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 “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:

- b. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :  
First Appellate Authority: Chairman, RISL  
Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-10 along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
  - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
  - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.

- b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
    - i. hear all the parties to appeal present before him; and
    - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

### **36) 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.

### **37) 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.

### **38) 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.

### **39) 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.

#### **40) Monitoring of Contract**

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or 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**

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

### **Definitions**

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

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

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

### **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 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) 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.

#### **5) Governing Law**

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

#### **6) 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 items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply software that is likely to be declared as End of Sale in next 12 months and End of Service / Support for a period of 3 years from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted software. If any of the software is found to be declared as End of Sale / Service / Support, then the bidder shall replace all such software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

#### **7) Delivery & Installation**

- a) Subject to the conditions of the contract, the delivery of the services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply and other documents to be furnished by the successful / selected bidder are specified in the bidding document and / or contract.

- 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 Selected Bidder shall arrange to supply, install and commission the ordered system as per specifications within the specified delivery / completion period at various departments and / or their offices / locations mentioned in the PO / WO.

#### **8) Selected Bidder's Responsibilities**

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

#### **9) Purchaser's Responsibilities**

- a) Whenever the supply of services requires that the Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Selected Bidder, make its best effort to assist the 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.

#### **10) Contract Price**

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

#### **11) Recoveries from Selected Bidder**

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

## 12) Taxes & Duties

- a) The TDS, Raj-VAT, Service Tax etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) For goods supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful / selected bidder in India, the Purchaser shall use its best efforts to enable the successful / selected bidder to benefit from any such tax savings to the maximum allowable extent.

## 13) Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Selected Bidder herein shall remain vested in the RISL / GoR, or, if they are furnished to the Purchaser directly or through the Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

## 14) Confidential Information

- a) The Purchaser and the 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 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 Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Selected Bidder.
- c) The Purchaser shall not use such documents, data, and other information received from the Selected Bidder for any purposes unrelated to the Contract. Similarly, the 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 Selected Bidder need to share with DoE or 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.

#### **15) Sub-contracting**

- a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser / Tendering Authority.
- b) If permitted, the selected bidder shall notify the Purchaser, in writing, of all subcontracts awarded under the Contract, if not already specified in the Bid. Subcontracting shall in no event relieve the 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.

#### **16) Specifications and Standards**

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI / ISO / other applicable specifications / certifications / standards, those articles should conform strictly to those specifications / certifications / standards. The supply shall be of best quality and description. The decision of the competent authority / purchase committee whether the articles supplied conform to the specifications shall be final and binding on the selected bidder.
- b) Technical Specifications and Drawings
  - i. The Selected Bidder shall ensure that the services comply with the technical specifications and other provisions of the Contract.



- ii. The Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- iii. The services supplied under this Contract shall conform to the standards mentioned in bidding document.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The selected bidder should further warrant that the Services shall be free from defects arising from any act or omission of the selected bidder or arising from design and workmanship, under normal use in the conditions prevailing in the place of final destination.

#### **17) Inspection**

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the selected bidder's premises and shall have the power at all reasonable time to inspect and examine the workmanship of the services during development process or afterwards as may be decided.
- b) The selected bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be selected bidder's responsibility to supply and install the application at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

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

- a) Except as provided under clause "Force Majeure", if the selected bidder fails to deliver any or all of 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 selected bidder shall deliver the services within the specified period.
- c) Delivery and installation / completion period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the selected bidder.
- i. The 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 the supply of service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.
  - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the DoE or RISL was required to supply them to the selected bidder / service provider as per terms of the contract.
    - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the service provider by the RISL as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period / schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of service.
  - 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 service.
  - vi. If DoE or RISL is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.

- d) In case of extension in the delivery and / or installation / completion / commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and / or service which the selected bidder has failed to supply / install / complete:

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

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

**19) Warranty**

- a) The warranty on supplied software media, if any, should be at least 90 days.
- b) The Selected Bidder (at the time of delivery) should provide a written confirmation specifying that the items supplied as part of the order is under OEM comprehensive warranty.

**20) Patent Indemnity**

- a) The selected bidder shall, subject to the Purchaser’s compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
  - i. the installation of the software by the selected bidder or the use of the Services in the country where the Site is located; and
  - ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any

infringement resulting from the use of the Services or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the selected bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the selected bidder a notice thereof, and the selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the selected bidder's request, afford all available assistance to the selected bidder in conducting such proceedings or claim, and shall be reimbursed by the selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## 21) 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 selected bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the 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 part / module, or to any obligation of the selected bidder to indemnify the Purchaser with respect to patent infringement.

## 22) Force Majeure

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

## 23) Change Orders and Contract Amendments

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

and shall not exceed the prevailing rates charged to other parties by the selected bidder for similar services.

## **24) Termination**

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

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

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

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

### **c) Termination for Convenience**

- i. RISL, by a written notice of at least 30 days sent to the selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Services / product that are complete and ready for shipment within twenty-eight (28) days after the selected bidder's receipt of the Notice of termination shall be

accepted by the Purchaser at the Contract terms and prices. For the remaining part, 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 selected bidder an agreed amount for partially completed Services and for materials and parts previously procured by the selected bidder.

## 25) Settlement of Disputes

- a) General: If any dispute arises between the 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 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 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 selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)
  - Chairman of BoD of RISL : Chairman
  - Secretary, DoIT&C or his nominee,  
not below the rank of Deputy Secretary : Member
  - Managing Director, RISL : Member
  - Director (Technical)/ Executive Director, RISL : Member
  - Director (Finance), RISL : Member
  - A Legal Expert to be nominated by the Chairman : Member
- c) Procedure for reference to the Standing Committee: The selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent (2%) of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the service from the selected bidder shall prepare a reply of representation and shall represent the RISL's

stand before the standing committee. From the side of the selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.

- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.



## 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: -

S.No.	Project Deliverables	Due Payment	Frequency
1.	Approved Software Requirement Specification (SRS)	10% of CAPEX mentioned in table A <sub>1</sub> of financial Bid	Once
2.	Design Documents	5% of CAPEX mentioned in table A <sub>1</sub> of financial Bid	Once
3.	a) Web Application Software b) Test Cases & Test Report c) UAT Test Scenarios & Report d) Safe to Host Certificate	75% of CAPEX mentioned in table A <sub>1</sub> of financial Bid	Once
4.	Master Database	100% of CAPEX mentioned in table A <sub>2</sub> of financial Bid	Once
5.	User Manual	100% cost of user manual as mentioned in S. No. 1 & 2 of table A <sub>3</sub> of financial Bid	Once
6.	Training Completion Certificates & Feedback Forms (Batch Wise)	100% cost of training conducted, calculated as per unit rate (session wise) mentioned in S. No. 3 of table A <sub>3</sub> of financial Bid	Quarterly over the contract period
7.	Quarterly SLS Attainment Reports for O&M with FMS Phase	2.5% of amount mentioned in table A <sub>1</sub> of financial bid & amount mentioned in table B <sub>1</sub> of financial bid due for each quarter (payable for 4 quarters)	Quarterly over O&M with FMS phase

- b) 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.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the selected bidder.

- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those Services which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) 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.
- i) Taxes, if any and as applicable, will be deducted/ paid as per the prevalent rules and regulations.

**2) Service Level Standards/ Requirements**

- a) The Service Level Standards would come into effect from the date of Go-Live and upto the successful completion of the O&M with FMS period for 1 year.
- b) The IA shall provide the following service level reports during the FMS period of 1 year:
  - a. Report on non-availability of EEMS application: Examples of non-functional / non-accessible / non-available / non-responsive application software -
    - 1. Scalability: The quality of being able to handle scalable data (volume of the data),
    - 2. Throughput: Is the correct output getting generated as per the input (correctness of the data with respect to input),
    - 3. Response time: Time taken by the application to perform the particular task. This term is referred in the benchmarking of an application e.g. the report should be generated and displayed within 3 seconds etc.
  - b. Report related to Bug fixing, database management, minor changes of the application software and handholding support, as may be approved by the RISL.
  - c. Report related to availability of resources deployed onsite during O&M with FMS Phase, as may be approved by the RISL.
- c) The IA shall be responsible for the following service levels failing which penalties shall be imposed as mentioned against each service level:

S.No.	Service Description	Measurement Parameter	Service Level	Penalty	Remarks
1.	Availability / Accessibility of EEMS application	Number of hours the web portal & EEMS application is	0 - 4 hours 4 - 8 hours	No penalty 0.25% of the value mentioned in table B <sub>1</sub> of financial bid	Non-functional / non-accessible / non-available / non-responsive for

S.No.	Service Description	Measurement Parameter	Service Level	Penalty	Remarks
		non-functional / non-accessible / non-available / non-responsive in each case of outage		payable quarterly	beyond 24 hours for 2 times in a quarter may be treated as breach of SLS, which may lead to termination on default.
	8 - 12 hours		0.50% of the value mentioned in table B <sub>1</sub> of financial bid payable quarterly with additional 0.50% per additional hour		
	12 - 24 hours		5% of the value mentioned in table B <sub>1</sub> of financial bid payable quarterly with additional 0.75% per additional hour		
			Beyond 24 hours	If the problem is not resolved beyond 24 hours a penalty of 7.5% of the value mentioned in table B <sub>1</sub> of financial bid payable quarterly with additional 0.75% per additional day	
2	IA shall be responsible for bug fixing, database management, minor changes of the web portal and application software.	Delay in resolution measured in number of days	Nil	Rs. 500/- per day	Non-timely resolution for more than twice in a quarter may be treated as breach of SLS, which may lead to termination on default.

S.No.	Service Description	Measurement Parameter	Service Level	Penalty	Remarks
3	The technical resource should be present on all working days of the State Government. He will be allowed 3 leaves including leaves on medical ground per quarter, which may be accumulated on a yearly basis after which it shall lapse if unavailed.	No. of days absent beyond allowed leaves, to be calculated quarterly	Nil	Rs. 800/- per day for technical resource	

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. For example, if uptime of a particular equipment / application is desired and this is due to non-availability of power, bandwidth (which are out of scope of work of the selected bidder), then the time period during which a service was unavailable due to non-availability of power, bandwidth would be removed while calculating the uptime.

e) Service Level Change Control: The present service levels and penalties have been worked out on the basis of current expectation. In view of the experience gained, it is acknowledged that service levels and penalties may change as the overall system evolves over the course of the contract period.

Any changes to the levels of service provided during the contract period will be requested, documented and negotiated in good faith by both parties. Either party can request a change.

### 3. Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) RISLRISL may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
1. Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
  2. Schedule for commissioning / deployment acceptance.
  3. The place of delivery and/or the services to be provided by the bidder.
  4. Integration with following e-governance applications / services, but not limited to:
    - Integration with SSDG
    - Integration with e-District
    - Integration with UIDAI
- c) The change request/ management procedure will follow the following steps: -
- ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL.
  - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.
  - ✓ Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc. shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
  - ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
  - ✓ Verification of the change - The change will be verified by RISL on implementation of the change request.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only

after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.

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

**ANNEXURE-1: PRE-BID QUERIES FORMAT**

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

Bidding Document Fee Receipt No. \_\_\_\_\_ Dated \_\_\_\_\_ for Rs. \_\_\_\_\_/-

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

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

**Company/Firm Contacts:**

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

**Query / Clarification Sought:**

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

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

**ANNEXURE-2: BIDDER'S AUTHORIZATION CERTIFICATE**

To,

{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-3: SELF-DECLARATION**

To,  
{Procuring entity},

\_\_\_\_\_

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

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

To,  
{Procuring Entity},

\_\_\_\_\_

**CERTIFICATE**

This is to certify that, the specifications of Software which I / We have mentioned in the Technical bid, and which I / We shall supply / deliver 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-5: DECLARATION BY BIDDER**

I / We declare that I am / we are Authorised Support Partner in the goods for which I / we have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my / our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT****COVER LETTER**

To,  
{Procuring Entity},

\_\_\_\_\_

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

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

**Financial Bid Format**

**A) CAPEX Details:**

**A<sub>1</sub>) CAPEX: Web Portal & Application Software Development**

S.No.	Item No. and Description	Unit	Qty	Unit Cost including all taxes, levies and duties applicable but excluding Rajasthan VAT and Service Tax (INR)	Total Cost including all taxes, levies and duties applicable but excluding Rajasthan VAT and Service Tax (INR)
			A	B	C=AxB
1.	Design, Development, Customization, Integration, Testing, Deployment and Roll-Out of Web Portal & EEMS Application Software	No.	1		
<b>Total A<sub>1</sub> (In Figures) – Rs.</b>					
<b>Total A<sub>1</sub> (In Words) – Rupees</b>					

**A<sub>2</sub>) CAPEX: Creation of Master Database**

S.No.	Item No. and Description	Unit	Qty	Unit Cost including all taxes, levies and duties applicable but excluding Rajasthan VAT and Service Tax (INR)	Total Cost including all taxes, levies and duties applicable but excluding Rajasthan VAT and Service Tax (INR)
			A	B	C=AxB
1.	Creation of master database by through employer records and their quarterly as well as annually employer return forms	Records	1,20,000		
<b>Total A<sub>2</sub> (In Figures) – Rs.</b>					
<b>Total A<sub>2</sub> (In Words) – Rupees</b>					

**A<sub>3</sub> CAPEX: Training & Capacity Building**

S.No.	Item No. and Description	Unit	Qty	Unit Cost (Per session for a Batch of 20 Participants) in INR including all taxes, levies and duties applicable but excluding Rajasthan VAT and Service Tax	Total Cost in INR including all taxes, levies and duties applicable but excluding Rajasthan VAT and Service Tax
			<b>A</b>	<b>B</b>	<b>C=AxB</b>
1.	User Manual in English	No.	1		
2.	Translated User Manual in Hindi	No.	1		
3.	Training for DoE Employees on application software	Sessions	4		
<b>Total A<sub>3</sub> (In Figures) – Rs.</b>					
<b>Total A<sub>3</sub> (In Words) – Rupees</b>					

**B) OPEX Details:**

**B<sub>1</sub>) OPEX: O&M with FMS**

S.No.	Item No. and Description	Per Quarter Cost in INR excluding Service Tax	Total No. of Quarters	Total Cost in INR excluding Service Tax
		A	B	C=A x B
1.	O&M with FMS Phase		4	
<b>Total B<sub>1</sub> for 1 Year (In Figures) – Rs.</b>				
<b>Total B<sub>1</sub> for 1 Year (In Words) – Rupees</b>				

**B<sub>2</sub>) OPEX: Man-Month Rate for Application S/w Change Requests**

S.No.	Item No. and Description	Base Unit Cost in INR (Per Man-Month) excluding Service Tax	Est. Total Man-Months	Total Cost in INR excluding Service Tax
		A	B	D=A x B
1.	Man-month rate for undertaking change request work with an effort estimate of 12 man-months		12 Man Months	
<b>Total B<sub>2</sub> (In Figures) – Rs.</b>				
<b>Total B<sub>2</sub> (In Words) – Rupees</b>				

**Note:** For the calculation of L<sub>1</sub>, it has been assumed that 12 man months of effort is required for change management perspective. However the actual man month required to undertake change requests shall be mutually agreed between the IA and DoE based on actual effort required.

**C) COMMERCIAL BID SUMMARY – TOTAL PROJECT COST (Only to be Used for Financial Bid Evaluation Purpose):**

S.No.	Item No. and Description	Total Cost in INR
1.	Total Cost of A <sub>1</sub>	
2.	Total Cost of A <sub>2</sub>	
3.	Total Cost of A <sub>3</sub>	
4.	Total Cost of B <sub>1</sub>	
5.	Total Cost of B <sub>2</sub>	
<b>Grand Total C (In Figures) – Rs.</b>		
<b>Grand Total C (In Words) – Rupees</b>		

**Note:** The terms and conditions applicable are mentioned in the Payment Terms and SLS section of this bidding document. The Bidders are advised to study all carefully before filling the Financial Bid.



**ANNEXURE-7: BANK GUARANTEE FORMAT****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:

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

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

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

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

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

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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

**ANNEXURE-8: DRAFT AGREEMENT FORMAT**

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles

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 period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10%.
  - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of services in on account of hindrances beyond the control of supplier.
6. 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 \_\_\_\_\_, 2013.

Signed By:	Signed By:
( ) Designation:,	( <b>Sanjay Malhotra</b> ) Managing Director, RISL

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



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

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

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

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

Appeal 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: &lt;please specify&gt;

## 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: &lt;please specify&gt;

## 5. Number of affidavits and documents enclosed with the appeal: &lt;please specify&gt;

## 6. Grounds of appeal (supported by an affidavit): &lt;please specify&gt;

## 7. Prayer: &lt;please specify&gt;

Place .....

Date .....

Appellant's Signature

**ANNEXURE-11: LIST OF INFRASTRUCTURE TO BE PROVIDED BY RSDC**

The bidder is not required to quote and supply any Web, Application and Database Server (Software). The selected bidder shall be provided one of the two existing high-end Web, Application and Database Platforms (Software) in HA mode at RSDC, Jaipur and the bidder shall opt for one of them while proposing the overall technical solution architecture in his bid. The available platforms are

- a. Web Server: MS-Windows Server 2008 (IIS) / RHEL v6.x (Apache)
- b. Application Server: MS-Windows Server 2008 (IIS) / RHEL v6.x (Tomcat)
- c. Database Server: Postgre SQL Server Cluster v9.x / MySQL Server Cluster v5.x

S. No.	Item Description	Shared / Dedicated	Type / Specification
1.	Web Server	Virtual Dedicated / Shared	OS RHEL / MS-Windows
2.	Application Server	Virtual Dedicated / Shared	OS RHEL / MS-Windows
3.	Database Server	Shared	Postgre SQL / MySQL
4.	Mailing Server	Shared	Open Source (NIC Mail Server), IBM Domino Server (SMTP Relay Server) at SDC
5.	SMS Gateway	Shared	MSDG Gateway of Gol (SMS)

**ANNEXURE-12: DETAILS OF RECORDS TO BE CONVERTED INTO THE MASTER DATABASE**

Indicative list of records needed to be converted into the master database are as under:

<b>S. No.</b>	<b>Record Description</b>	<b>No of record</b>	<b>Fields</b>	<b>Format Available</b>
1	Employer records (employer registration certificates)	20,000	25 (approx.)	Raw
2	Quarterly as well as annual employer return forms (ER-I & ER-II)	1,00,000	15 (average approx.)	Raw

Note: All the figures provided above are indicative

**ANNEXURE-13: FUNCTIONAL REQUIREMENT SPECIFICATIONS (FRS)**

The indicative functional requirement specifications stated below are the minimum features that the solution suggested for Department of Employment should have. This indicative functional requirement has been provided here to be used by the IA for the effort estimation. The Implementing Agency (IA) shall develop the final detailed Functional Requirement Specifications (FRS) and Software Requirement Specifications (SRS) documents after a detailed design phase where all the processes, procedures and existing templates should be studied in detail by the IA. IA should independently design the solutions as may be required to support the business operations. The IA shall be required to coordinate with the department for the detailed system study and interact with the different users of the department for preparation of final FRS, SRS and related design documents.

The scope of work for the project will cover core EEMS application development, bilingual (English and Hindi) integrated web – portal development, back – end computerization at DoE Head Office (HO), 7 Regional Offices (RO) and 41 Employment Exchanges and deployment of SMS Gateway.

Based on the requirements of automation under current scope of project, following are the core functional modules that are envisaged:

- 1. Employer Registration Module**
- 2. Job Festival Module / Rojgar Sahayata Shivir Module** - The job festival module is required for managing the job festivals held by the department.

Following are indicative list of roles for application. IA shall undertake detailed discussions with the Department for detailing list of roles and privileges for the EEMS solution.

Role ID	Role	Role Description
REQ_INS_1.	Administrator	<ul style="list-style-type: none"> <li>• Responsible for administration of various components of EEMS.</li> <li>• Responsible for scrutiny of public content</li> <li>• Responsible for overall monitoring / approving authority for posting of public content.</li> </ul>
REQ_INS_2.	Director	<ul style="list-style-type: none"> <li>• Responsible for overall monitoring / approving authority.</li> <li>• Responsible for approving / rejecting applications.</li> <li>• Responsible for communicating decisions to the department.</li> </ul>
REQ_INS_3.	Competent Person	Responsible for complete workflow of any process.
REQ_INS_4.	Employment	Responsible for complete operations related to job card, job matching and job festival

Role ID	Role	Role Description
	officer	
REQ_INS_5.	Registration Clerk	Person responsible for scrutiny of job seeker / employer registration details.
REQ_INS_6.	VG Event Manager	Person responsible for vocational guidance such as VG counselling session, Career Talk, Career Seminar etc.
REQ_INS_7.	District Employment Officer	Responsible for complete District operations
REQ_INS_8.	Department user	For carrying out Department related activities in EEMS solution i.e. employees at the various state units such as employment exchanges, Employment HO etc
REQ_INS_9.	Public User	For viewing content on Department website which is made available for public viewing.
REQ_INS_10.	Registered user	A public user becomes a registered user on applying through available link for registration on website.
REQ_INS_11.	Job seeker	A registered public user either unemployed or already employed who is in search of a job.
REQ_INS_12.	Employer	A registered user / entity that provides a job. It could be private, government organization, PSU, etc.

The EEMS solution will have the below modules:

### 9.1.1 Employers Registration Module

The indicative functionalities of the module are discussed as under:

Requirement Id	Requirement Description
<b>System Login</b>	
EM_SL_1	<p>The module shall be accessible to the below:</p> <ul style="list-style-type: none"> <li>• Administrator: Responsible for scrutiny of public content</li> <li>• Director: Responsible for overall monitoring / approving authority, Responsible for approving/rejecting applications.</li> <li>• Competent person: Responsible for complete workflow of any process.</li> <li>• Employment officer: Responsible for complete operations related to job card, job matching and job fest.</li> <li>• Registration Clerk: Responsible for scrutiny of employer registration details.</li> <li>• VG Event Manager: Person responsible for vocational guidance such as VG counselling session, Career Talk, Career Seminar etc.</li> <li>• District Employment Officer: Responsible for complete District</li> </ul>

Requirement Id	Requirement Description
	<p>operations.</p> <ul style="list-style-type: none"> <li>• Employer for registration and management of profile</li> <li>• Other departmental users for               <ul style="list-style-type: none"> <li>○ Generation of exchange wise / district wise / state wide MIS reports</li> </ul> </li> </ul>
EM_SL_2	System should allow integration with standard portals and allow 'single sign-on' for managing user access
EM_SL_3	The module should allow authorized users to access various functions, forms, screens, sub modules, information etc. as per the authorizations and user roles permissible as per guidelines and policies of the Department.
EM_SL_4	The module should have a provision for creating unique login ID for Departmental users on provision of certain mandatory details such as Name, Department, Employee code, Designation, Location, Office Address, Residential Address, Contact Details, Email id etc. as finalized in discussions with the Department.
EM_SL_5	The module should provide access rights and privileges according to login ID and password. The rights and privileges allowed to that user should be as per Department guidelines and policies.
EM_SL_6	The module should have a mechanism for resetting and emailing the new password to the users registered email ID, in case one forgets his password.
EM_SL_7	The module must prompt the user to change the password on the first login.
EM_SL_8	The module shall as a part of registration establish challenge and responses mechanisms for session validation for future online sessions. Details such as a username and password, challenge question and response answer should be asked if login details are forgotten etc.
EM_SL_9	The module shall apply spam control measures like 'captcha' images during registration to avoid spurious details being automatically submitted and ensure that data is not submitted by non-humans.
<b>System Access</b>	
EM_SA_1	<p>The module should be accessible only for following roles and indicative privileges:</p> <ul style="list-style-type: none"> <li>• Administrator as per the user role specified by the DoE for scrutiny of public content.</li> <li>• Director as per the user role specified by the DoE for overall monitoring / approving authority and for approving/rejecting applications.</li> <li>• Competent person as per the user role specified by the DoE for completion of complete workflow for any process.</li> <li>• Employment officer as per the user role specified by the DoE for operations related to job card, job matching and job fest.</li> <li>• Registration Clerk as per the user role specified by the DoE for scrutiny of employer's profile.</li> <li>• VG Event Manager as per the user role specified by the DoE for</li> </ul>

Requirement Id	Requirement Description
	<p>vocational guidance such as VG counselling session, Career Talk, Career Seminar etc.</p> <ul style="list-style-type: none"> <li>• District Employment officer user as per the user role specified by the DoE for processing of employer’s profile.</li> <li>• Employer for registration and management of profile</li> <li>• Departmental users as per the user role specified by the DoE for monitoring day to day operations               <ul style="list-style-type: none"> <li>○ Generation of MIS reports</li> </ul> </li> </ul>
<b>e-Registration (Registration of employer through an online web application)</b>	
EM_REG_1	The sub module should have provision to issue and generate unique employer registration number.
EM_REG_2	<p>The sub module should provide electronic form for submitting the application for employer registration in following two modes:</p> <ul style="list-style-type: none"> <li>• Public user employer may choose to fill online application and submit</li> <li>• Office user may fill application on behalf of applicant and capture the details.</li> </ul>
EM_REG_3	<p>The sub module shall be able to register an employer online through an electronic form. Indicative list of fields to be captured is provided herein. However details of fields shall be finalized in consultation with the Department.</p> <ul style="list-style-type: none"> <li>• Login ID</li> <li>• Password</li> <li>• Confirm Password</li> <li>• Legal Name of Entity</li> <li>• Year of establishment</li> <li>• Year of registration with department of employment</li> <li>• Registration number issued by Department of Employment</li> <li>• Registration number issued by Department of Employment</li> <li>• Nature of business (trading/manufacturing/institution etc.)</li> <li>• Sector of Operation (banking/insurance/IT/chemical/education/health care/ IT services/ consulting etc.)</li> <li>• Current Strength of Organization</li> <li>• Contact Number (Landline / Fax Number etc)</li> <li>• Mobile Number of Employment welfare officer/authorized person (If any)</li> <li>• Email id</li> <li>• Contact Details (Office Address)</li> <li>• Formal declaration on the accuracy and responsibility of the information provided etc</li> </ul>
EM_REG_4	The sub module shall provide adequate aid to the employer in the form of online tutorials, "How Tos", FAQs, etc that can be used on their own for familiarizing them with keying-in the registration data and the registration process.



Requirement Id	Requirement Description
EM_REG_5	The sub module shall allow the employer to preview the changes made to the form and allow making changes before submission.
EM_REG_6	The sub module shall provide auto-generated temporary registration number and temporary registration card with the employer's details on successful submission of the registration form.
EM_REG_7	The sub module shall perform data validation checks on the input provided such as data formats for keyed in data, completeness of the form in terms of mandatory fields, checking for file type and size of files uploaded etc. In case of any validation failure, the system shall display an appropriate error message.
EM_REG_8	<p>The sub module shall be able to provide an acknowledgement slip to the employer with the details such as:</p> <ul style="list-style-type: none"> <li>• Temporary application number</li> <li>• Name of employment exchange</li> <li>• Tentative Date at which registration shall be complete etc</li> </ul> <p>The sub module shall have the ability to save and print the acknowledgement slip.</p>
EM_REG_9	The sub module shall be able to send reminders to the employer for permanent registration at intervals that is customizable. For e.g. 3 reminders at the end of 15, 21 and 27 days, 2 reminders at end of 15 and 20 days etc.
EM_REG_10	The sub module will provide restricted access to the public user till the employer completes the registration process.
EM_REG_11	<p>The sub module shall be able to provide with the following once registration process is completed:</p> <ul style="list-style-type: none"> <li>• Login details such as a username and password, challenge question and response answer if login details are forgotten etc</li> <li>• Unique identifiers such as a registration number</li> <li>• General information such as renewal date etc</li> </ul>
EM_REG_12	The sub module shall as a part of registration establish challenge and responses mechanisms for authentication for the future online sessions.
EM_REG_13	<p>The sub module shall allow uploading of scanned copies of supporting documents / attachments to maintain the profile such as:</p> <ul style="list-style-type: none"> <li>• Certificate of incorporation (in case of company registered under company Act, 1956)</li> <li>• Partnership deed (in case of partnership firm)</li> <li>• Address proof</li> <li>• Copy of PAN number</li> <li>• Etc</li> </ul>
<b>Post Registration</b>	
EM_PREG_1	The sub module shall prompt for change of password on first login. It can be changed any time henceforth by the employer.

Requirement Id	Requirement Description
EM_PREG_2	<p>The sub module shall be able to capture preferred mode of communication with the employer. For e.g.</p> <ul style="list-style-type: none"> <li>• Employers instead of uploading the electronic / scanned copies of the returns can alternatively facsimile (fax) them to a designated district employment exchange / head office etc.</li> </ul>
EM_PREG_3	<p>The sub module shall send an activation URL to the email id provided and only then activate the profile of the employer (provide the login credentials).</p>
EM_PREG_4	<p>The sub module shall require repeated entries from the employer for certain important information items. For example email id needs to be captured correctly if email is the preferred mode of communication.</p>
EM_PREG_5	<p>Notifications to the employer shall reach within a time-limit of half an hour post registration.</p>
EM_PREG_6	<p>The sub module shall provide Content management system on portal, wherein registered employers shall be allowed to upload knowledge resource, training material, interview questions and other documents for job seekers.</p>
<b>Return submission and Reporting services</b>	
<b>Submission of returns by employers</b>	
EM_RET_1	<p>The sub module shall provide online return submission guidelines to the employers to facilitate the process.</p>
EM_RET_2	<p>The sub module shall provide periodic notifications to employers through email, SMS alert and online profile updation regarding submission of Employment market information (EMI).</p>
EM_RET_3	<p>Under employment Act, it is mandatory for every employer to submit ER-1 on quarterly basis and ER-2 on half yearly mode. The sub module shall provide an interface to send reminders to employers on returns, if the returns are not submitted on time.</p>
EM_RET_4	<p>The sub module shall authenticate the employer prior to allowing submission of returns.</p>
EM_RET_5	<p>The sub module shall allow employers to submit employer returns number ER-1 and ER- 2 through the online web application. Indicative list of fields to be captured is provided herein. However details of fields shall be finalized in consultation with the Department.</p> <ul style="list-style-type: none"> <li>• Name of Employer</li> <li>• Address</li> <li>• Branch / Head Office</li> <li>• Nature of business / Principal activity</li> <li>• Employment - Total number of people on the pay rolls of the establishment excluding part-time workers and apprentices on the last working day of the previous quarter and on the last working day of the quarter under report, the final figure should include everyone whose</li> </ul>

Requirement Id	Requirement Description
	<p>salary/wages are paid by the establishments ( Men, Women, Total)</p> <ul style="list-style-type: none"> <li>• Reasons for increase / decrease in employment of more than 5 %</li> <li>• Vacancies - Vacancies occurred, Notified (local EE etc), Vacancies Filled, Source of filling</li> <li>• Reasons for not notifying all vacancies</li> <li>• Manpower shortages - Name of occupation/designation, Essential qualifications, Essential experience</li> <li>• Phone Number</li> <li>• Email Id</li> <li>• Date</li> </ul> <p>(Please refer section 8 for various forms)</p>
EM_RET_6	<p>The sub module shall pre-fill certain employer details such as employer address, type of establishment etc. These fields shall be customizable as per the preference of the employer and shall pick up the information from the last filled-up returns.</p>
EM_RET_7	<p>The sub module shall allow employers to digitally sign the returns and submit the same.</p>
EM_RET_8	<p>The sub module shall allow employer to preview the changes made to the form and allow making changes before submission of the final returns.</p>
EM_RET_9	<p>The sub module shall be able to provide an acknowledgement to the employer with the details such as:</p> <ul style="list-style-type: none"> <li>• Name of the return</li> <li>• Year and quarter</li> <li>• Concerned employment exchange etc</li> <li>• Unique identification of the transaction for tracking for enquiries / grievance purposes</li> </ul> <p>Employer shall be able save and print the acknowledgement slip.</p>
EM_RET_10	<p>The sub module shall allow employers to view the past returns selected against parameters such as year and quarter. Wherever manual returns have been filled, sub module shall allow access to the scanned form through the web application for the past 'X' number of years, where 'X' is configurable.</p>
EM_RET_11	<p>Where ever employer submits return manually through a hard copy, the sub module shall allow officer department user to file return on behalf of the employer.</p>
EM_RET_12	<p>The sub module shall generate area wise EMI as and when desired by the job seeker.</p>
EM_RET_13	<p>The sub module shall allow employers to view the pending action items such as returns not filed for quarter under the "To-Do" list.</p>
EM_RET_14	<p>All online returns filled such as the employer returns shall provide with confirmation of submission of the returns in the form of an</p>

Requirement Id	Requirement Description
	acknowledgement.
EM_RET_15	Upon successful submission of a return, a communication (in the form of an E-mail / SMS) must be sent to the employer intimating that a return has been filed successfully.
<b>MIS Reports</b>	
EM_MIS_1	<p>The module should generate the MIS reports as per the requirement of department. Indicative list of reports are as under:</p> <ul style="list-style-type: none"> <li>• Number of online vacancies notified by employers to the EE</li> <li>• Details of follow up with selected candidates and employers about the status of recruitment</li> <li>• Number of candidates who were selected for the shortlisted vacancies</li> <li>• Area wise report on Employment market information (EMI)</li> <li>• Trend analysis, growth sectors, employment trends and other statistical reports in regards to state employability</li> <li>• No. of Returns received from employers</li> <li>• Defaulter employers who have not submitted returns on time</li> <li>• Number of repeated defaulters</li> <li>• Action taken with defaulters</li> </ul>

### 9.1.2 Job Festival Module

The job festival module is required for managing the job festivals held by the department. The indicative functionalities of the module are discussed as under:

Requirement Id	Requirement Description
<b>System Login</b>	
JF_SL_1	<p>The module shall be accessible to the below:</p> <ul style="list-style-type: none"> <li>• Administrator – Responsible for scrutiny of public content</li> <li>• Director - Responsible for overall monitoring / approving authority, Responsible for approving / rejecting applications.</li> <li>• Competent person - Responsible for complete workflow of any process.</li> <li>• Employment officer - Responsible for complete operations related to job card, job matching and job fest.</li> <li>• Registration Clerk: Responsible for scrutiny of job seeker / employer registration details.</li> <li>• VG Event Manager - Person responsible for vocational guidance such as VG counselling session, Career Talk, Career Seminar etc.</li> <li>• District Employment Officer - Responsible for complete District operations.</li> <li>• Job Seeker - Responsible for providing and maintaining his profile</li> <li>• Employer - Responsible for providing and maintaining his profile</li> <li>• Public User – Responsible for viewing content on Department website</li> </ul>

Requirement Id	Requirement Description
	<p>which is made available for public viewing.</p> <ul style="list-style-type: none"> <li>• Other departmental users for               <ul style="list-style-type: none"> <li>○ Generation of exchange wise / district wise / state wide MIS reports</li> </ul> </li> </ul>
JF_SL_2	The module should allow authorized users to access various functions, forms, screens, sub modules, information etc. as per the authorizations and user roles permissible as per guidelines and policies of the Department.
JF_SL_3	The module should have a provision for creating unique login ID for Departmental users on provision of certain mandatory details such as Name, Department, Employee code, Designation, Location, Office Address, Residential Address, Contact Details, Email id etc. as finalized in discussions with the Department.
JF_SL_4	The module should provide access rights and privileges according to login ID and password. The rights and privileges allowed to that user should be as per Department guidelines and policies.
JF_SL_5	The module should have a mechanism for resetting and emailing the new password to the users registered email ID, in case one forgets his password.
JF_SL_6	The module must prompt the user to change the password on the first login.
JF_SL_7	The module shall as a part of registration establish challenge and responses mechanisms for session validation for future online sessions. Details such as a username and password, challenge question and response answer should be asked if login details are forgotten etc.
JF_SL_8	The module shall apply spam control measures like 'captcha' images during registration to avoid spurious details being automatically submitted and ensure that data is not submitted by non-humans.
<b>System Access</b>	
JF_SA_1	<p>The module should be accessible only for following roles and indicative privileges:</p> <ul style="list-style-type: none"> <li>• Administrator as per the user role specified by the DoE for scrutiny of public content.</li> <li>• Director as per the user role specified by the DoE for overall monitoring / approving authority and for approving/rejecting applications.</li> <li>• Competent person as per the user role specified by the DoE for completion of complete workflow for any process.</li> <li>• Employment officer as per the user role specified by the DoE for operations related to job card, job matching and job fest.</li> <li>• Registration Clerk as per the user role specified by the DoE for scrutiny of job seekers / employer's profile.</li> <li>• VG Event Manager as per the user role specified by the DoE for vocational guidance such as VG counselling session, Career Talk, Career Seminar etc.</li> <li>• District Employment officer user as per the user role specified by the</li> </ul>

Requirement Id	Requirement Description
	DoE for processing of job seekers / employer’s profile. <ul style="list-style-type: none"> <li>• Public user as per the user role specified by the DoE for filing interest in a job festival</li> <li>• Job seeker for registration and management of profile</li> <li>• Employer for registration and management of profile</li> <li>• Departmental users as per the user role specified by the DoE for monitoring day to day operations               <ul style="list-style-type: none"> <li>○ Generation of MIS reports</li> </ul> </li> </ul>
<b>Job Festival Module</b>	
JF_DEP_1	The module should allow an authorized department user to prepare an employer list for that particular district.
JF_DEP_2	The module should allow an authorized department user to prepare the job seekers list for that particular district.
JF_DEP_3	The module should provide electronic form to record details of job festival being organized by the department. Indicative list of fields to be captured is provided herein. However details of fields shall be finalized in consultation with the Department. <ul style="list-style-type: none"> <li>• Job festival start date</li> <li>• Job festival end date</li> <li>• Total duration of event</li> <li>• Organizer Exchange</li> <li>• Venue of Job festival</li> <li>• Employers Invited</li> <li>• Brief description of employers / industry sectors</li> <li>• Job festival program schedule</li> <li>• Where pre registration is required?</li> <li>• Registration mode (SMS/Email/telephonic/Print copy)</li> <li>• Last date for registration</li> <li>• Whether feedback is required</li> <li>• Mode of feedback (SMS/Email/Manual feedback Form etc)</li> </ul>
JF_DEP_4	The module shall issue Invitation letters for the job festival to candidates, job seekers, employers and various Government departments, NGOs and associations.
JF_DEP_5	The module shall prompt for registration to access the job festival to the public user. Registration for this will include only personal details without necessity of providing any documentary evidences.
JF_DEP_6	The module should provide electronic form to the job seeker to submit request for job festival. It shall be able to capture details like: <ul style="list-style-type: none"> <li>• Name of job seeker</li> <li>• Registration Number</li> <li>• Employment Sectors in which job seeker is interested</li> <li>• Employers in which job seeker is interested</li> </ul>

Requirement Id	Requirement Description
	<ul style="list-style-type: none"> <li>• Email ID</li> <li>• Mobile Number</li> <li>• Etc.</li> </ul>
JF_DEP_7	<p>The module should provide electronic form to employers to submit request for job festival. It shall be able to capture details like:</p> <ul style="list-style-type: none"> <li>• Name of Employer</li> <li>• Sector of Operation (banking / insurance / IT / chemical / education / health care / IT services / consulting etc.)</li> <li>• Type of Vacancy- Private / State Govt. etc.</li> <li>• No. of vacancies</li> <li>• Vacancy N.C.O. No.</li> <li>• Employer's Name , Address &amp; Telephone No. etc</li> <li>• Types of workers required with details of               <ul style="list-style-type: none"> <li>○ Precise nature of work</li> <li>○ Experience Required</li> <li>○ Necessary Qualification Required</li> </ul> </li> <li>• Place of work</li> <li>• Rate of Pay, Dearness Allowance, Overtime Rate etc.</li> <li>• Other relevant details (e.g. Hours of work, facilities for food stuffs, housing, transport leave, etc.)</li> <li>• Job Description (Roles &amp; Responsibility)</li> <li>• Etc.</li> </ul>
JF_DEP_8	The module shall allow single job seeker / group registrations.
JF_DEP_9	The module shall allow the employer to confirm attendance at Job Fair through email.
JF_DEP_10	<p>The module shall be able to provide an acknowledgement slip of the enrolment request to the job seekers with the details such as:</p> <ul style="list-style-type: none"> <li>• Job seeker's registration number</li> <li>• Name of employment exchange</li> <li>• Job festival for which enrolment is sought</li> <li>• Date and Time of the Job festival etc</li> </ul>
JF_DEP_11	The module shall allow user to save and print the acknowledgement for enquiry and grievance purposes.
JF_DEP_12	<p>The module shall be able to notify the registered job-seekers through SMS / emails on updates on the registration request with status messages to the registered user such as:</p> <ul style="list-style-type: none"> <li>• Pending confirmation</li> <li>• Registration accepted</li> <li>• Registration declined etc</li> <li>• Job festival cancelled / postponed etc</li> </ul> <p>Job seeker shall be able to print and save the notification for easy retrieval of information on physical visit.</p>

Requirement Id	Requirement Description
JF_DEP_13	The module shall allow departmental users / Job festival event manager to select registered job seekers based on pre configured business rules of the department.
JF_DEP_14	The module shall allow mass notifications through emails and SMSs. It shall provide mass communication templates that the departmental users / Job festival Event Manager can customize.
JF_DEP_15	The module should perform automatic job matching and generates a Job matching matrix. Also, at the end of event, it should generate the preliminary data of job seekers who are screened for further selection rounds by the employer.
JF_DEP_16	The module shall be able to follow up from all job fair participants who were screened for further selection of rounds by the employer.
JF_DEP_17	The module shall be able to capture job-seekers and employers feedback on the job festival through the online web portal.
JF_DEP_18	The module shall be able to scan and generate trends on Job festival that can be imparted based on parameters such as local industry demand for a skill-set, popular career choices etc.
<b>MIS Reports</b>	
JF_MIS_1	<p>The module should generate the MIS reports as per the requirement of department. Indicative list of reports are as under:</p> <ul style="list-style-type: none"> <li>• Number of participants in the conducted job festival</li> <li>• Number of employers in the conducted job festival</li> <li>• Number of job seekers eligible for further screening by respective employers</li> <li>• Employers with maximum job seekers interests</li> <li>• Job profiles with maximum job seekers interest</li> <li>• Trend analysis, growth sectors, employment trends and other statistical reports in regards to state employability</li> </ul>