

2020

# Raj COMP Info Services Limited (RISL)

RFP for Selection of Agency for Upgradation,  
Customization, Testing, Implementation and  
Maintenance of “Application Software for  
Rajasthan Recruitment Portal” & “Rajasthan Staff  
Selection Board (RSSB) Website”



**RFP for Selection of Agency for Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for Rajasthan Recruitment Portal & Rajasthan Staff Selection Board (RSSB) Website**

Reference No: F4.2(513)/ RISL/ Tech/2020/10589

Date: 04-09-2020

Unique Bid No: RIS2021SLOB00020

<b>Mode of Bid Submission</b>	Online though eProcurement/ eTendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, First Floor, B-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
<b>Date &amp; Time of Pre-bid meeting</b>	14/09/2020, 03:00 PM
<b>Last Date &amp; Time of Submission of Bid</b>	07/10/2020, 03:30 PM
<b>Date &amp; Time of Opening of Technical Bid</b>	07/10/2020, 04:00 PM

Bidding Document Fee: Rs. One Thousand Only (Rupees 1000 only)

RISL Processing Fee: One Thousand Only (Rupees 1000 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>			

<p><b>RajCOMP Info Services Limited (RISL)</b>          First Floor, YojanaBhawan, B-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)          Phone: 0141- 5103902      Fax: 0141-2228701          Web: <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></p>
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## ABBREVIATIONS & DEFINITIONS

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
<b>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as EMD.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. Chairman cum Managing Director, RISL in this bidding document.
<b>Contract</b>	A contract entered into between the procuring entity and a selected bidder concerning the subject matter of procurement
<b>COTS</b>	Commercial Off The Shelf Software
<b>Day</b>	A calendar day as per GoR/ Gol.
<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>ETDC</b>	Electronic Testing & Development Center
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>Go/ 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>G2C</b>	Government to Citizen

<b>G2G</b>	Government to Government
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
<b>INR</b>	Indian Rupee
<b>ISI</b>	Indian Standards Institution
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>Lol</b>	Letter of Intent
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PQ</b>	Pre-Qualification
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly.
<b>Project Site</b>	Wherever applicable, means the designated place or places.
<b>Performance Security Deposit (PSD)</b>	Performance Security Deposit shall be deposited by the selected bidder after receiving the work order
<b>Purchaser/ Purchaser/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
<b>RajSWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>RCSE</b>	Rajasthan Council of Secondary Education
<b>RFP/ Bidding Document</b>	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
<b>RISL</b>	RajCOMP Info Services Limited
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, warranty, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a

	procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>State Government</b>	Government of Rajasthan (GoR)
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>WO/ PO</b>	Work Order/ Purchase Order



## 1. INVITATION FOR BID (IFB) & NOTICE INVITING BID

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

Reference No: *F4-2 (513) / RISL Tech / 2020 / 10583*  
 UBN: - *RIS2021SL0B00020*

Dated *04-09-2020*

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> <li>Name: Managing Director, RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> <li>Name: Shri Tapan Kumar</li> <li>Designation: SA (Joint Director)</li> <li>Address: RISL, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> <li>Email: <a href="mailto:tapan@rajasthan.gov.in">tapan@rajasthan.gov.in</a></li> </ul>
Subject Matter of Procurement	RFP for Selection of Agency for Upgradation, Customization, Testing, Implementation & Maintenance of "Application Software for Rajasthan Recruitment Portal" & "Rajasthan Staff Selection Board (RSSB) Web site"
Bid Procedure	Single-stage: Two part (envelop) open competitive e-bid procedure at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> <li>Websites: <a href="http://sppp.rajasthan.gov.in">http://sppp.rajasthan.gov.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in/">http://risl.rajasthan.gov.in/</a></li> <li>Bidding document fee: Rs. 1000.00 (Rupees One Thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
Estimated Procurement Cost	INR 6,00,00,000 (INR Six Crores Only)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> <li>Amount (INR): 6,00,000/-; 1,50,000/- for S.S.I. of Rajasthan, 3,00,000/- for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial &amp; Financial Reconstruction</li> <li>Mode of Payment: Banker's Cheque or Demand Draft, of a Scheduled Bank</li> <li>Bid Security shall be in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> <li>From 10:00 AM of 07/09/2020 To 02:00 PM of 07/10/2020</li> </ul>
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> <li>Date/ Time: 14/09/2020 at 03:00 PM (Through Video Conferencing)</li> <li>Link: <a href="https://teams.microsoft.com/join/x32m09mgwcnz">https://teams.microsoft.com/join/x32m09mgwcnz</a></li> </ul>
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> <li>Manner: Online at e-Proc website (<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>)</li> <li>Start Date: From 05:00 PM onwards on 1/10/2020</li> <li>End Date: 03:30 PM on 07/10/2020</li> </ul>
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> <li>Upto 03:30 PM on 07/10/2020</li> </ul>
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> <li>07/10/2020 Time: 4:00 PM</li> <li>Place: RISL, Board Room, First Floor, Yojana Bhawan, C-Block, Tilak</li> </ul>

	Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<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>	
<p>1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.</p> <p>2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.</p> <p>3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Mcode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> (bidders already registered on <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> before 30-09-2011 must register again).</p> <p>4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.</p> <p>5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.</p> <p>6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&amp;C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&amp;C for booking the training slot.          Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)          e-mail: <a href="mailto:eproc@rajasthan.gov.in">eproc@rajasthan.gov.in</a>          Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur</p> <p>7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.</p> <p>8) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</p> <p>9) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</p> <p>10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.</p>	

  
 Tapan Kumar  
 SA (Joint Director)

## PROJECT PROFILE & BACKGROUND INFORMATION

### 1) About RajCOMP Info Services Limited (RISL):

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

### 2) Project Profile:

- a. RISL intends to enter into a contract with professional and competent firms for Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for Rajasthan Recruitment Portal & Rajasthan Staff Selection Board (RSSB) Web site.
- b. RISL (Raj Comp Info Services Ltd.), DoITC (Department of IT and Communications), Rajasthan Public Service Commission (RPSC), Rajasthan Service Selection Board (RSSB), Rajasthan Police and other state government departments are the key stakeholders/ clients of the project.
- c. There are two major components of Rajasthan Recruitment portal
  - i. **Application for Citizens/ Aspiring Candidates (G2C application)**
  - ii. **Application for Recruiting Department (G2G application)**
- d. Apart from this, Rajasthan Service Selection Board (RSSB) web site is also currently getting maintained and upgraded as a part of same project.

### 3) Project Objective:

- a. Objective of Rajasthan Recruitment Portal is to enable all government job aspirants to apply online for various government job vacancies and to facilitate Government departments to conduct various Recruitment Drives efficiently and effectively. Detail of work is given in section 4: Scope of Work).

### 4) Existing Application Details (Preamble):

- a. The details of the existing Rajasthan Recruitment Portal, including few statistics have been provided in Annexure: 1 and Annexure 2 of the RFP document.
- b. The URLs for Rajasthan Recruitment Portal are:
  - a. [recruitment.rajasthan.gov.in](http://recruitment.rajasthan.gov.in),
  - b. [recruitment2.rajasthan.gov.in](http://recruitment2.rajasthan.gov.in)
- c. URL for Rajasthan Staff Selection Board (RSSB) web portal is <https://rsmssb.rajasthan.gov.in>
- d. RISL has the proprietary rights of source code and the source code access will be provided to the successful bidder for work required to be done by bidder for the purpose.

## 2. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a company registered under Indian Companies Act OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR A Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)	Copy of Certificates of incorporation / Certificate of Registration
2.	Financial: Turnover from IT/ ITeS	Annual Average Turnover of the bidder from IT/ ITeS for the last three financial years i.e. (from 2016 -17 to 2018 -19) as per the last published audited balance sheets), should be at least Rs.15 Crores.	CA Certificate with CA's Registration Number/ Seal
3.	Financial: Net Worth	The net worth of the bidder as per the last published balance sheet on 31-03-2019 should be Positive.	CA Certificate with CA's Registration Number/ Seal
4.	Technical Capability	The bidder must have successfully completed at least <b>ONE e-Governance project</b> involving any of the following. a. Application Software Development/ Customization b. Application Software Support/ Maintenance/ Enhancement to any state/ central government organization/ PSU's (excluding Banks) only in India with value not below than INR One (01) Crore in the period 01-Apr-2015 to 31-Mar-2020.	Annexure-11 for each project reference, AND {Work Completion Certificates from the client. OR Work Order + Phase Completion Certificate (having project completed value equivalent to the amount mentioned) from the client showing acceptance of the solution OR



		<p>OR</p> <p>The bidder must have successfully completed/ executing at least two <b>e-Governance projects</b> involving any of the following</p> <p>a. Application Software Development/ Customization</p> <p>b. Application Software Support/ Maintenance/ Enhancement</p> <p>to any state/ central government organization/ PSU's (excluding Banks) only in India with value not below than INR Sixty (60) lakhs each in the period 01-Apr-2015 to 31-Mar-2020.</p>	<p>Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/CA)}</p>
5.	Technical Capability	<p>Bidder should have valid "CMMI level 3 or higher" certificate as on last date of bid submission.</p>	<p>Relevant documents (valid document) at the time of submission of bid)</p>
6.	Tax registration and clearance	<p>The bidder should have a registered number of</p> <ol style="list-style-type: none"> <li>1. GST where his business is located</li> <li>2. Income Tax / Pan Number.</li> </ol>	<ul style="list-style-type: none"> <li>• Copies of PAN</li> <li>• GST registration Certificate/ Number</li> </ul>
7.	Mandatory Undertaking	<p>Bidder should: -</p> <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> </ol>	<p>A Self Certified letter as per Annexure-5: Self-Declaration</p>



		<p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p>	
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### **3. SCOPE OF WORK, DELIVERABLES & TIMELINES:**

#### **3.1. ABOUT RAJASTHAN RECRUITMENT PORTAL AND OVERALL SCOPE**

RISL intends to enter into a contract for a maximum period of 5 Years with professional and competent IT firms Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for Rajasthan Recruitment Portal & Rajasthan Staff Selection Board (RSSB) Web site

Following are major components under the scope of work.

##### 1. Rajasthan Recruitment Portal

Two different application software stacks are maintained to manage the project in efficient manner. This segregation is done to handle the criticality in the project and to ensure business continuity. Following is brief given about it.

- **Application Stack 1:** Rajasthan Staff Selection Board (RSSB), Rajasthan Public Service (RPSC) and other state government departments recruitments are taken care from this stack. Candidates can apply for job vacancies through URL: [recruitment.rajasthan.gov.in](http://recruitment.rajasthan.gov.in)
- **Application Stack 2:** This stack is majorly dealing with Police Department recruitments. Large number of applications are received for various job vacancies under this. Other applications could also be configured on this if required. Candidates can apply for job vacancies through URL: [recruitment2.rajasthan.gov.in](http://recruitment2.rajasthan.gov.in)

Both URLs are integrated with Single Sign On (SSO) and provide features for candidates and user departments. Refer Section 4.1.1(Section i) for details.

##### 2. Rajasthan Staff Selection Board (RSSB) Web Site.

It is website/ CMS portal was developed (in JAVA technology) for RSSB where mentioned Board publishes/ updates/ uploads various information for candidates/ citizens/ departments/ stakeholders. For detail given URL could be explored: <https://rsmssb.rajasthan.gov.in>. Refer Section 4.1.1(Section ii) for details.

##### 3. Other framework/ modules of DOITC/ RISL: Integrated with Recruitment portal.

Recruitment portal is integrated with various applications of DOITC/ RISL. These integrations enable stakeholders (candidates/ User departments/ RISL) to get various services. Refer Section 4.1.1(Section iii) for details.

**RISL** has envisaged following types of the services which are required to achieve above mentioned objectives:

1. Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for Rajasthan Recruitment Portal & RSSB website. For detailed scope refer Section 4.2
2. Facility Management Services for Rajasthan Recruitment Portal and Rajasthan Service Selection Board (RSSB) Website. For detailed scope refer Section 4.3



### 3.1.1. About Rajasthan Recruitment Portal and RSSB website

#### i. Rajasthan Recruitment Portal:

It is an online framework solution (G2C & G2G) for Citizens (i.e. Candidates aspiring for jobs) and State Government Departments. Rajasthan Staff Selection Board (RSSB), Rajasthan Public Service Commission (RPSC) and other Government Departments of Rajasthan State are using the application to conduct their recruitments drives. A list of departments catered till now is given in Annexure I for reference.

It is enabling all job aspirants to apply online for various government job vacancies and facilitating Government departments to conduct recruitment events smoothly. Under this, two application stacks are maintained separately to cater the department recruitment needs ([recruitment.rajasthan.gov.in](http://recruitment.rajasthan.gov.in), [recruitment2.rajasthan.gov.in](http://recruitment2.rajasthan.gov.in)).

There are two components of recruitment portal namely.

##### a. Application/ Interface for Citizens/ Aspiring Candidates (G2C application):

This is integrated with Rajasthan Single Sign On (SSO) portal, wherein candidates can log into Recruitment portal through their unique SSO credentials. Candidates can apply for new vacancies, pay Application/ Exam Fee, Check and download admit card, apply online for any (examination or result related) objection, Check and download their results etc.

##### b. Application/ Interface for Recruiting Department (G2G application):

This is integrated with Rajasthan Single Sign On (SSO) portal, wherein Departmental employees who have been assigned the rights to view the Recruitment application can see and log into the application. Assigned Department personnel can check/ download various MIS/ Reports and can see application related statistics.

Department can check and verify following

- Allocated exam centres
- Allocated roll numbers
- Finalized admit card preview
- Online exam objections received
- Edit application statistics
- Results etc
- Various reports (such as Application received, complete date of application received (detailed/ summary/ statistics), exam Centre wise attendance sheet etc). A list of reports is also given Annexure II for reference.

All kind of configurations (starting from Application form and till Result upload) could be completed from department logins or from assigned admin login depending on the requirement and as per the given user rights.

Departmental employees/ admin user/ coordinators and assigned Department personnel can also be given rights to access the Rajasthan Recruitment Portal to check/ download various MIS/ Reports and Application related statistics.

#### ii. Rajasthan Staff Selection Board (RSSB)Website

Apart from this RSSB web site is also currently getting managed. It is website/ CMS portal was developed (in JAVA technology) for RSSB where mentioned Board publishes/ updates/ uploads various information for candidates/ citizens/ departments/ stakeholders. For detail given URL could be explored: <https://rsmssb.rajasthan.gov.in/>

- Recruitment Advertisement



- Results
- News and Notifications
- Admit cards
- Circulars
- Tenders
- Information and updates about new and ongoing recruitments
- Miscellaneous information about board etc.

Other features/links available in RSSB website are

Miscellaneous Features		
<ul style="list-style-type: none"> <li>• Home</li> <li>• About Us</li> <li>• Organization</li> <li>• Employee Birthday</li> <li>• Former Members/ Secretary</li> <li>• Photo Gallery</li> <li>• Admin Structure</li> </ul>	<ul style="list-style-type: none"> <li>• Staff Members</li> <li>• Board</li> <li>• Former Chairmen</li> <li>• Press Note</li> <li>• Download</li> <li>• Candidate corner</li> <li>• Syllabus</li> <li>• Admit Cards</li> <li>• Result Tender</li> </ul>	<ul style="list-style-type: none"> <li>• General Instructions</li> <li>• Detailed Scrutiny Form</li> <li>• Question Papers</li> <li>• Online Objection</li> <li>• Answer Key</li> <li>• RTI</li> <li>• Feedback</li> <li>• Contact us</li> </ul>

### iii. Integration of other framework/ modules of DOITC/ RISL with Rajasthan Recruitment Portal

Rajasthan Recruitment portal is integrated with following framework/ modules of DOITC/ RISL

- RajSSO
- UID Aadhaar
- Jan Kalyan Yojana
- State GIS
- EMitra
- Rajasthan Payment Platform
- E-Vault
- Raj SewaDwaar
- SMS and email Gateway
- Document verification engine and eSign
- Merit Application module
- Emitra plus

Refer **Annexure II** to understand brief about the modules.

### Technology Platform used for Rajasthan Recruitment Portal:

Recruitment portal application uses:

- Application Frontend: Java, JSP, HTML, CSS, JavaScript
- Middleware: Oracle Web Logic 12 c
- Back end database: Oracle RAC



In rest of this document, referring Rajasthan Recruitment Portal or Recruitment Portal and Website shall mean managing both recruitment portals (URLs given above), RSSB web site and Integration of other frameworks with Rajasthan Recruitment Portal.

**3.2. SCOPE OF WORK for Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for Rajasthan Recruitment Portal & Rajasthan Staff Selection Board (RSSB) Website**

Selected Bidder shall be responsible for maintaining/ upgrading the Rajasthan Recruitment portal Application. Selected Bidder shall complete the necessary upgrading within time frames mentioned in this RFP document.

**3.2.1. Acquaintance with the Rajasthan Recruitment portal and RSSB website:**

The O&M/ Development teams to be deployed by the Selected Bidder shall undergo minimum 2 weeks training and handholding program to get familiarized with the application which is to be organized by RISL/ existing vendor. Training shall ideally start within seven days of providing the work order.

**3.2.2. Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for Rajasthan Recruitment Portal & Rajasthan Staff Selection Board (RSSB) Website**

The details about Software application features for management of Rajasthan Recruitment portal are detailed in the Annexure 2 of this RFP document.

Broad level activities which shall be performed by selected bidder are listed below

- **New Recruitments:** Configuring and maintaining New Recruitment related activities
- **Earlier/ Ongoing recruitments:** Maintenance of earlier and ongoing recruitments to be conducted through the recruitment portal. Following activities are to be carried out for earlier/ ongoing recruitments for which applications are received.

Broad level flow is given below for clear understanding

Step 1: BACK END CONFIGURATIONS/ DEVELOPMENTS	Step 2: APPLICATION/ FEATURE LIVE	Step 3: CANDIDATE END	Step 4: USER DEPARTMENT
Department/ Moderator/ Coordinator configure the module (such as New application form configuration, Centre allocation, roll number generation, admit card, Edit Application, Reopening of application form, Objection Feature, Result upload etc.) as per the requirement. This might also require some customizations/ enhancements as per the need	Department has the right to verify and validate the flow/ templates/ data etc. Once verified, it can make or approve the feature to go live from its login.	Application once go live shall be available to candidates wherein they can fill application form, download admit cards, edit filled application form (if opened to edit), check results etc from their dashboard/ login.	Recruiting department could consume various Reports/ data, other required details related to any specific recruitment



A list of key works which is required to be taken up by selected bidder to provide support in recruitment drive of the department is listed below.

#### For Recruitments Drives

- To coordinate with RISL/ Recruiting Departments such as Rajasthan Staff Selection Board (RSSB), Rajasthan Public Service Commission (RPSC), other state government departments.
- To understanding, Analyse and configure new recruitments as per department's requirements.
- New Application Configuration on staging server for demonstration and approval.
- To plan and demonstrate configured recruitments on staging server to RISL/ Recruiting Departments authorities
- To make and deploy the changes (on staging and production environment) in configured application as suggested by RISL/ Recruiting Department. This required team's coordination with State Data Centre (SDC).
- After customization, deploy final application on production server.
- To customize and initiate Edit application functionality as per recruiting department requirement
- To discuss, identify and include roll number generation and centre management business logic with RISL/ recruiting department for admit card generation
- To perform Centre Allocation, Roll number and Admit card generation in coordination with recruiting department
- To make Exam Question objection facility available to candidates as per discussion and finalized requirements of recruiting department.
- To provide various reports and statistics to department/ RISL as per department requirements.
- To work on result uploading facility as per department requirements, and support department in uploading candidate results in the format finalized.
- To make Result objection facility available to candidates as per department requirement
- To work in tandem with recruiting department to comply with the application requirements as needed.
- To provide data in required format to RISL/ Recruiting departments as and when required. To ensure data integrity and consistency.
- To reconcile application data & fee collected through emitra (through online mode or through emitra kiosks). And to make sure that multiple payments received from same candidate for same application/ post are reversed in coordination with e-mitra team.
- sms and email to candidates as per the flow or department requirement
- Reopening of application as per department requirement
- Facilitate departments in deployment and using of Candidate Scrutiny process and Document verification system/ engine.
- All customization/ upgradations activities related to integrated modules of DOITC/ RISL with Rajasthan Recruitment portal.
- Maintenance and management of Rajasthan Recruitment portal: In this support/ identify and resolve portal related issues and bugs, enhance user interface as per the requirement. To



keep the portal functional, up and running so that all recruitments drivers get conducted in a hassle free manner.

#### **Maintenance and management of RSSB website**

Selected bidder shall maintain RSSB website & shall provide following services.

- To support RSSB for any website related issues such as Upload of documents, creating link to download application form, admit card, results etc.
- To provide functional and technical assistance to RSSB as and when required
- Find all the error/ bugs regarding the websites and their removal
- To make sure that RSSB website is up and running and also able to manage load
- To coordinate with SDC to resolve technical bugs, and issues pertaining to website not working/ application gets down/ taking downtime for website maintenance.
- Update and upgrade web site as and when required
- To perform Data archival as per requirement of RSSB.
- To perform enhancements/ upgradations in existing modules as agreed upon by bidder, RISL/ concerned authority.

#### **Other modules in existing Rajasthan Recruitment Portal**

- **One-time Registration Process:** This enables candidate to create his/ her profile on the Recruitment portal. It has following features Candidate personal details, address/ communication details, Domicile, educational qualification, Experience, Identification details majorly.
- **Merit Generation Application:** This module has to major parts one is “Merit generation” and other is “District allocation”.
- **Various Application/ Pre-Examination/ Post examination, Other statistical Reports:** Various statistics and MIS reports are available in system.
- **Candidate Scrutiny and Document verification engine:** This module has online application form filling for selected candidate and uploading of document for verification purpose. Department can check and verify candidate’s filled scrutiny form and can verify, approve/ reject the document provided.

(Table 2)

#### **Phase wise delivery of services to recruiting departments**

There are milestones which are to be delivered sequentially by selected bidder to various recruiting departments for enabling in conducting specific recruitment event. For the sake of clarity and to define exact deliverables, various activities are merged into following phases,

- Phase 1 - Application Phase
- Phase 2 - Pre-Examination Phase
- Phase 3 - Post-Examination Phase

The phases occur during any recruitment drive through Recruitment portal. Following are major critical activities/ deliverables which a recruiting department generally perform for candidate selection through Recruitment portal.

Application Phase (Phase 1)	Pre-Examination Phase (Phase 2)	Post-Examination Phase (Phase 3)
<ul style="list-style-type: none"> <li>• Deployment of Application form on Production after requirement gathering, demonstration on staging and approval from respective department. (This shall also include reopening/ extension of same application as per department requirement).</li> <li>• Reopening/ Edit start of Recruitment Application</li> <li>• Application Data and Application fee Reconciliation</li> </ul>	<ul style="list-style-type: none"> <li>• Centre Allocation/ Roll Number Generation</li> <li>• Admit Card Generation</li> <li>• Other departmental Reports (Attendance sheets, District/ centre wise reports, others etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• Exam Objection</li> <li>• Result Upload/ Result Objection</li> <li>• Candidate Scrutiny and Document verification module</li> </ul>

**(Table 3)**

**3.2.3. Requirements Customization/ Upgradation/ Maintenance as per details mentioned in section 4 (include 4.1 and 4.2)**

Selected bidder while configuring new recruitment on staging or on production environment if comes across any enhancement requirements from client from any of the above listed modules(table 2, table 3 above; and details provided in Annexure 1 and 2), then selected bidder shall have to incorporate the same in the recruitment portal Or if there are any change requests/ upgradation requirements or new development in existing modules etc. come up from client or RISL, then bidder shall have to incorporate the same in Recruitment portal application. Bidder shall also undertake all customization/ upgradations activities related to modules of DOITC/ RISL which are currently integrated with Recruitment portal.

With reference to RSSB website, selected bidder shall perform operations and maintenance of website. Apart from this, bidder shall also be responsible to perform enhancements/ upgradations in existing modules of website. In case of any new changes, the same shall be discussed with authority at RISL for any change requests approval.

No extra payments shall be made to client for existing application related enhancement requirement work.

To perform above mentioned activities, selected bidder shall perform following standard tasks.

**a. Requirement Gathering:**

- i. The Selected Bidder shall be responsible for preparation of Business Requirement Document (BRD) for any new/ enhancement requirements or change requests to be developed based on an independent assessment of the requirements of the RISL/User Department and the functional requirements as specified in this RFP document.
- ii. The Business Requirement Document (BRD) should be prepared as per the Standard format / Template provided by RISL for drafting the BRD.
- iii. The Selected Bidder shall obtain sign-off of BRD from the designated authority of User Department / RISL.

**b. Design & Development**

- i. Selected Bidder shall be responsible for Design, Development/ Customization, Testing and Deployment of the Application.
- ii. Selected Bidder shall deliver below listed design documents: -
  - I. Software Design Document containing:
    - a. Brief Description of Module/Screen/functionality
    - b. Description of database objects—tables, stored procedures, functions, etc.
    - c. Other Misc. objects/business rules involved
  - II. Database design document:
    - a. Selected Bidder shall also maintain a RTM (Requirement Traceability Matrix) and shall provide the same to RISL, as and when requested for.
- iii. The selected bidder would be required to provide version control and archiving facility for database as strict version control is necessary for legal accountability, and disaster recovery.
- iv. Versioning should also allow contributors to know whether team is working with the latest version and allow them to merge changes made in separate versions when needed.

**c. Deployment & Configuration:**

The Selected bidder shall deploy the tested and 'Safe to Host' certified Code (on advice of SDC if major change in application software) on production Server at RSDC/BSDC.

Selected bidder shall coordinate with RSDC/BSDC operator to host, install and configure the application at RSDC/BSDC, Jaipur. Select bidder shall comply with the policies of RSDC/BSDC. The selected bidder shall be responsible for deployment of new updates/ software patches

**d. User Acceptance Testing (UAT):**

- i. The selected bidder shall test the Application thoroughly and conduct unit and integration testing at his end before deploying it for UAT.
- ii. Selected Bidder shall give a demonstration of different module-wise functionalities developed after deploying it at RSDC.
- iii. User Department/ RISL shall conduct functional testing of application once the functional demonstration is over.
- iv. Selected Bidder shall remove all vulnerabilities/ security threats identified during the testing done for safe-to-host/ UAT/ technical audit/ testing, etc. at no additional cost.
- v. The selected bidder shall also be responsible for:
  - I. Preparation and submission of UAT test cases and Test Results
  - II. Assist Purchaser in carrying out user acceptance of solution.
  - III. Rectifying the issues/ bugs reported during the UAT.
- vi. Final approval/user acceptance of the application shall be given by RISL.
- vii. It is the responsibility of the Selected Bidder to obtain the UAT approval from the RISL.

**e. Training, Handholding and Implementation Support:**

- i. The successful bidder shall provide training to respective stakeholders on the upgraded Recruitment portal and shall provide the user manual.
- ii. Training infrastructure and material shall be provided by RISL/ User department.



- iii. Analyst deployed onsite by the Selected Bidder, shall primarily conduct the training sessions. Training requirements & details of attendees shall be specified by RISL/Concerned Department(s). Trainings would be primarily conducted in Jaipur and in Ajmer (for RPSC).

**3.2.4. Maintenance/ Upgrading for Rajasthan Recruitment portal/ RSSB website:**

- a. Selected bidder shall be responsible for maintaining and managing of Rajasthan Recruitment Portal. Bidder shall ensure that enhancements related to portal are taken care and deployed as per the requirement.
- b. After upgradations are done to the Rajasthan Recruitment portal and are approved, they would become an integral part of the existing portal.
- c. The maintenance of the upgraded/added/modified components/features would be covered under the scope of Section 4.3 (Scope of work for O & M for Rajasthan Recruitment portal & RSSB website of this RFP document).



### **3.3. Scope of work for Facility Management Services and onsite manpower for Rajasthan Recruitment Portal and RSSB website.**

- a. Selected Bidder shall be responsible for providing Services for existing/upgraded Rajasthan Recruitment Portal
- b. Details of existing Rajasthan Recruitment Portal are available in **Annexure 1 and Annexure 2** (About Rajasthan Recruitment Portal) of this RFP document.

#### **3.3.1. Acquaintance with the Rajasthan Recruitment portal:**

- a. The onsite/ offsite teams to be deployed by the Selected Bidder shall undergo 2 weeks training and handholding program to get familiarized with Recruitment application which is to be organized by RISL/ existing vendor. Training shall ideally start within seven days of providing the work order.

#### **3.3.2. Minimum Manpower Required**

- a. Selected Bidder shall deploy Three resources; One full-time Functional Analyst (for Application Configuration, Coordination and functional testing), Two Application server/ Database server Analysts (to manage ExaLogic and WebLogic Application and Database server) at Jaipur for Support Services for Rajasthan Recruitment portal/ RSSB website.
- b. Selected Bidder shall deploy One full-time Analyst (for Application Configuration, Coordination, and functional testing) at Ajmer for operational & support Services for Recruitment Applications
- c. The onsite resource(s) for Support services (as per Annexure: 13 – Minimum Qualification of Onsite Resources) at RISL/ concerned department, Jaipur and at RPSC, Ajmer shall be deployed by Selected Bidder within 15 days from the issuance of the Work order till the end of the contract.
- d. RISL/Concerned Department shall provide seating space along with necessary furniture to all the resource deployed by the Selected Bidder. Selected Bidder would provide the Laptop(s) and (if required) necessary peripherals & internet facility to the resources.
- e. The Selected Bidder shall maintain an attendance register and biometric attendance for the resource(s) deployed onsite.
- f. The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time. RISL will examine the qualification, experience, etc. of the personnel provided and may also take personal interview of the personnel before they are put on the designated positions. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.

#### **Manpower for smooth conduction of Recruitment drives and other allied project activities**

The Selected Bidder shall deploy offsite team as per the project requirement and all the activities as mentioned in scope of the work. Therefore, the selected bidder shall post on-site team as mentioned above, and off-site manpower resources to look after the entire Recruitment projects for various Previous, Ongoing and Upcoming recruitment events.

Bidder should appoint minimum manpower required onsite (as mentioned in point 4.3.2 (a and b) above) to carry out the recruitment / RSSB website related activities and to meet other related SLAs; bidder may deploy additional resources as per requirement of work..

Bidder should appoint as many team members offsite as deemed fit and. The tendering authority would not be liable to pay any additional cost for this.



### **General clauses for onsite manpower deployed**

- a. Selected Bidder shall be responsible to retain the deployed manpower for the entire contract/ project duration. In the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent qualifications and experience. All such events should be notified prior to RISL in writing.
- b. At no time, the provided manpower should be on leave or absent from the duty without prior permission from the designated nodal officer of RISL. In case of long-term absence (more than 5 days) due to sickness, leave, etc.; the selected bidder shall ensure replacements and manning of all manpower posts without any additional liabilities to RISL. Substitute will have to be provided by the selected bidder against the staff proceeding on leave/ or remaining absent and should be of equal or higher qualifications/ experience without any additional financial implications.
- c. The overall performance of the entire team will depend on individual contribution by each of the deployed resources.
  - i. In case of negative feedback received from the RISL/ designated department in writing against any of the resources deployed, the RISL may issue written notice to bidder for a suitable replacement.
  - ii. In case of failure to meet the standards of the RISL/ designated department, (which includes efficiency, co-operation, discipline, and performance), the purchaser on their own discretion may decide to replace the specific resource and issue written notice to bidder for suitable replacement.
- d. Bidder shall be responsible to replace the resource(s) (meeting all criteria as specified in this RFP document) within 7 days.

### **3.3.3. Facility Management Services for Rajasthan Recruitment Portal and RSSB website**

- a. Provide day-to-day functional and technical support to RISL/concerned department through meetings, email, phone or remote assistance to address, analyse and fix any technical glitches within the existing features. The scope of technical support includes rectification of errors within the already developed solution, issues in configurations of new or existing recruitments, issues faced during candidate applications, addition or removal of feature(s) from the developed solution, enhancements in look and feel of the portal etc.
- b. Coordinate with State Data Centre (SDC) team for any deployment, technical issues resolution, update/ upgrade etc.
- c. Coordinate with emitra team for any fee payments (both online and kiosk mode) issues resolution, data reconciliation activities, reports related requirements etc.
- d. Provide support to candidates and user departments for any issue's resolution
- e. Provide Training and continuous support to DOITC/ RISL Help desk team located in Jaipur. Therefore, to help desk team to resolve candidate queries related to recruitment drives conducted through recruitment portal.
- f. Implement ongoing minor day-to-day changes and minor enhancements in the application, as per the needs/ requirements of RISL/concerned department.
- g. To ensure that application server/ database servers are managed for recruitment portal and RSSB website.
- h. Ensure that the security features in the Recruitment Portal/ RSSB website are always up to date with the latest technology and best practices.



- i. To correct and resolve any errors or vulnerability found during the security audit of the Recruitment portal & RSSB website.
- j. To check and correct broken links in recruitment portal/ RSSB web site. To perform update and optimizations to keep recruitment portal and RSSB website up and running at its best.
- k. Carry out Performance Management and Tuning and ensure resilient performance of the Recruitment Portal & RSSB website.
- l. Check and update status and take remedial actions, in case of problems/ bugs are reported. Maintain log of problems/issues reported and/or attended to with current status, action taken, and dates reported/resolved.
- m. Implement change management procedures to ensure that no unwarranted changes are carried out to Rajasthan Recruitment portal & RSSB website (applicable for requirements, which are not part of the project scope in this RFP document). All the changes carried out by Bidder must be formally approved by RISL/ concerned department and recorded through a separate Change Register.
- n. Other Activities:
  - i. Debugging, modification, tuning, monitoring and updating of the Recruitment portal/ RSSB website as and when required by the user department for smooth functioning of the application.
  - ii. Proper version control and configuration management of the source code.
  - iii. Provide first level of support (L1) for logging and resolution of the complaints and bug fixing of the application.
  - iv. Supervision and training to the personnel of user department on new features added to the implemented application software.
- o. Apart from above activities, any other functional/ technical assistance required by the RISL related to Recruitment portal.
- p. Ensures timely submission of following reports:
  - i. Attendance Report of Team deployed at RISL/ Onsite for project (duly approved by designated authority).
  - ii. Enhancement/ upgradation/ modification reports (monthly).
  - iii. Issue Tracker/ Call Register/Log reports (monthly).
  - iv. Any ad hoc Reports required by RISL/Concerned department as and when required).

### **3.4. Roles and Responsibilities**

#### **3.4.1. Monitoring of Contract:**

- a. Contract shall be monitored by RISL from time to time

#### **3.4.2. Responsibilities of RISL**

- a. The role of RISL in the successful implementation of the solution includes discharging the following responsibilities:
  - i. Coordinate with concerned department
  - ii. Conduct review meetings at regular intervals to monitor the progress of the project.
  - iii. Facilitate concerned departments in providing functional requirement.
  - iv. Review provide feedback and approve the solution design, software design, implementation approach, and other technical documents submitted by the selected bidder.
  - v. Co-ordinate with the RSDC Operator and other stakeholders of the project.



- vi. To oversee the proposed training plan.
- vii. Recommendation of change requests to Contract Monitoring Committee with the finalization of efforts estimation, cost estimation, milestones and payment.
- viii. Review and approve the payments to the Selected Bidder as per SLA.
- ix. Any other help/ assistance/ co-ordination required for the successful implementation and operations of the work/ project.

### **3.4.3. Responsibilities of Selected Bidder**

- a. The roles and responsibilities of the selected bidder are as mentioned in this RFP document.



### **3.5. Project Deliverables, Milestones & Time Schedule:**

- a. The selected bidder is expected to carry out all work as specified.
- b. All deliverables need to be approved by RISL.
- c. Reports or deliverables are to be submitted timely by the supplier to the purchaser to ensure timely and smooth execution of project.
- d. Details of milestones, deliverables, activities and applicable payment are given in Section 2 (Payment Term and Schedule) of Chapter 7 (Special Terms and Conditions of Tender & Contract) of the RFP document.

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

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

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

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

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- 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 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 submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.
- c) In case, a clarification or modification is issued to the bidding document, the procuring entity may, prior to the last date for submission of Bids, extend such time limit in order to allow the bidders sufficient time to take into account the clarification or modification, as the case may be, while submitting their Bids.
- d) Any bidder, who has submitted his Bid in response to the original invitation, shall have the opportunity to modify or re-submit it, as the case may be, within the period of time originally allotted or such extended time as may be allowed for submission of Bids, when changes are made to the bidding document by the procuring entity:  
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 may 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) Bidders must submit their bids online at eProcurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
  - a. Technical Bid, including fee details, eligibility & technical documents
  - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
<b>Mandatory Fee Details</b>		
1.	Bidding Document Fee, Bid Security Deposit, RISL Processing Fee The responding firm / agency a) Should have made a payment of Rs. 1000/- (Rupees One Thousand only) for the RFP Document Fee b) Should have submitted a Bid Security as mentioned in the NIB. c) Should have submitted Processing Fees of Rs. 1000	a) Fee Receipt/ DD/ Banker's Cheque for Document Fee b) DD/ Banker's Cheque for the Bid Security c) DD/ Banker's Cheque for Processing Fees
<b>Eligibility Documents</b>		
2.	Bidder's Authorisation Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm	As per Annexure-4 (PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
4.	Declaration by Bidders	As per Annexure-5 (PDF)
5.	Certificate of Conformity/ No Deviation	As per Annexure-6 (PDF)
6.	Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-7

e) Financial bid shall include the following documents: -

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

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

**6) Cost & Language of Bidding**

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

**7) Alternative/ Multiple Bids**

- a) Alternative/ Multiple Bids shall not be considered at all.

**8) Bid Security:**

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.



- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
  - h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
  - i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
    - a. when the bidder withdraws or modifies its bid after opening of bids;
    - b. when the bidder does not execute the agreement, if any, after placement of letter of contract.
    - 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 Lol is placed; and
    - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
    - f. If the bidder fails to submit requisite Security Deposit (SD) or sign the "Agreement for contract" within the time period as specified in the "Letter of Intent"
  - j) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.
  - k) No interest shall be payable on the bid security (EMD).
  - 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 contract and security deposit is furnished by the selected 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.
- 9) Deadline for the submission of Bids**
- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
  - b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding



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

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

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

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

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

#### 12) **Selection Method:**

The selection method is Least Cost Based Selection (LCBS or L1). L-1 shall be calculated on total price of all the items. No item wise L-1 shall be calculated. However, procurement entity reserves the right for negotiation on each item as well.

### 13) Clarification of Bids

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

### 14) Evaluation & Tabulation of Technical Bids

- a) The evaluation committee will evaluate all bids and shortlist the bidders who have qualified as per the eligibility criteria as laid down.
- b) The objective of the Technical Bid evaluation is to short list bidders who have the technical competency/ experience/ skills / financial strength that are essential to roll out the project.
- c) **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.

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

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

**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.
- c. 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.
- d. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

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

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

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date, and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present
- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied.
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2,H3 etc. in descending order.
- 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 determine the lowest offer for acceptance to the procuring entity



- h) it shall be ensured that the lowest bid / offer is justifiable looking to the prevailing market rates of the goods, works or service required to be procured

#### **16) Correction of Arithmetic Errors in Financial Bids:**

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

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

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

- a) 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.

#### **18) Negotiations**

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken 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.

**19) Exclusion of Bids/ Disqualification**

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

**20) Lack of competition**

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that:-
  - a. the Bid is technically qualified;
  - b. the price quoted by the bidder is assessed to be reasonable;
  - c. the Bid is unconditional and complete in all respects;
  - d. there are no obvious indicators of cartelization amongst 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.

**21) Acceptance of the successful Bid and award of contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the 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 for contract" within fifteen days from the date on which the letter for intent is dispatched to the bidder, in the format provided by RISL to the successful bidder on a non-judicial stamp of requisite value
- h) If the issuance of formal "Work Order" is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of contract is complete as soon as the formal "Agreement for contract" is executed, the "letter of intent" 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 Agreement with the selected bidder is signed and its "Performance Security Deposit" (SD) is obtained.

**22) Information and publication of award:**

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

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

- a) 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.



#### 24) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) 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: -
  - i. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
  - ii. 50% of the value of goods or services of the original contract.

#### 25) Performance Security Deposit (PSD)

- a) Performance security deposit (PSD) shall be solicited from all selected 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 including GST 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 including GST 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. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. Bank guarantee/s of a scheduled bank, in case the amount of PSD is more than 10 lakhs. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
- d) Performance security furnished in the form specified in sub clause [d.] of I 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 defect liability period
- e) **Forfeiture of Performance Security Deposit (PSD):** PSD 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.

#### 26) Execution of Agreement

- a) A procurement contract shall come into force from the date on which the letter of contract is despatched to the bidder.
- b) The selected bidder shall sign the Agreement within 15 days from the date on which the letter of intent is despatched to the selected bidder.

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

## 27) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
  - a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of 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.

## 28) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –
  - a. at any time prior to the acceptance of the successful Bid; or
  - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all 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.

### 29) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes 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.

### 30) Interference with Procurement Process:

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;

- b) withdraws from the procurement process after being declared the selected bidder;
  - c) fails to enter into procurement contract after being declared the selected bidder;
  - d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the selected 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.

### 31) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
  - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that 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 II(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: Commissioner, DoIT&C, GoR  
Second Appellate Authority: Principal Secretary, DoIT&C, GoR  
Form of Appeal:
  - a. Every appeal under (a) and (c) above shall be as per Annexure-12 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.

- f) 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.
- g) 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.
- h) 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.

**32) Stay of procurement proceedings:**

- a) 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.

**33) Vexatious Appeals & Complaints:**

- a) Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under "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.

**34) Offences 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. For the purpose of this clause-"company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals;
  - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offences: 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.

### 35) Debarment from Bidding

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

### 36) Monitoring of Contract

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



## 5. TERMS AND CONDITIONS, OF TENDER & CONTRACT-

### 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 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 in the contract.
- h) "Purchaser" means the entity purchasing the Services, 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) "Services" means the services to be delivered by the successful bidder and as required to run the project successfully as per the contract. A service is the intangible equivalent of an economic good.
- k) "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/Services to be supplied or execution of any part of the Related Services is subcontracted by the successful / Selected Bidder.
- l) "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.
- m) "The Site," where applicable, means the designated project place(s) named in the bidding document.

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



## **A. General Conditions of the Bid-**

### **1. Contract Documents:**

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

### **2. Interpretation-**

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

### **3. Language-**

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful / Selected Bidder and the Purchaser, shall be written in English language only or as specified in the special conditions of the contract. 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. Consortium**

- a) Consortium in any form is not allowed.

## **5. Eligible Services**

For purposes of this Clause, the term “services” includes the services to be delivered by the Selected Bidder as per scope of work and required to run the project successfully, “related services” includes services such as Eligible Services development, deployment, installation, integration, testing, commissioning, training, and initial maintenance.

## **6. Notices-**

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

## **7. Governing Law**

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

## **8. Scope of Supply-**

- a) Subject to the provisions in the bidding document and contract, the Services to be supplied shall be as specified in Scope of Work/ Schedule of Supply section of 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 goods and services as if such items were expressly mentioned in the Contract.

## **9. Supplier’s/ Selected Bidder’s Responsibilities**

- a) The supplier / Selected Bidder shall supply all the services, goods and related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.

## **10. Purchaser’s Responsibilities-**

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

## **11. Contract Price-**

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for the services delivered, Goods delivered and the Related Services performed under the Contract shall not vary from



the prices quoted by the Supplier/ Selected Bidder in its bid, with the exception of any price adjustments authorized in the special conditions of the contract.

#### **12. Recoveries from Supplier/ Selected Bidders-**

- 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 under this contract with tendering authority/ RISL.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

#### **13. Taxes & Duties-**

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

#### **14. Copyright/ Intellectual Property Rights (IPR)-**

- a) The copyright/ IPR in all drawings, source code design documents, and other materials containing data and information furnished to the Purchaser that has been developed/ customized by the Selected Bidder for the project herein shall remain vested in the Purchaser.

#### **15. Confidential Information-**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the

Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
- i. the Purchaser or Supplier / Selected Bidder need to share with RISL or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

#### **16. Sub-contracting**

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

#### **17. Extension in Delivery Period and Liquidated Damages (LD)-**

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

supply of goods or services within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and services after which such request shall not be entertained.

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

- 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.
- The maximum amount of liquidated damages shall be 10% of contract value
- \* The percentage of LD is applicable on the payment due for a particular milestone.

#### **18. Limitation of Liability-**

Except in cases of gross negligence or wilful misconduct: -

- a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier/ Selected Bidder to pay liquidated damages to the Purchaser; and
- b) the aggregate liability of the Supplier/ Selected Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Supplier/ Selected Bidder to indemnify the Purchaser with respect to patent infringement.

#### **19. Force Majeure-**

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

#### **20. Change Orders and Contract Amendments-**

- a) The Purchaser may at any time order the Supplier/ Selected Bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
  - i. Profile of Personnel required
  - ii. The place of deployment

- iii. New functionality / modification to be added after UAT has been done.
  - iv. The Related Services to be provided by the Supplier/ Selected Bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's/ Selected Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the Supplier/ Selected Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's/ Selected Bidder's receipt of the Purchaser's change order.
- c) In case, a new functionality/ modification is done, Selected Bidder shall identify the effort (in man-month) required for making the change(s). Rates for the man month shall be the composite man-month rates quoted by the Selected Bidder in the financial bid. Changes shall however be done by the Selected Bidder after approval of effort estimates by RISL.
- d) Prices to be charged by the Supplier/ Selected Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier/ Selected Bidder for similar services.

## 21. Termination-

### a) Termination for Default-

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier / Selected Bidder, terminate the contract in whole or in part: -
    - a. If the supplier / Selected Bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
    - b. If the supplier / Selected Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
    - c. If the supplier / Selected Bidder, in the judgment of the Procuring Authority has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
    - d. If the supplier / Selected Bidder commits breach of any condition of the contract.
  - ii. If RISL terminates the contract in whole or in part.
    - a. Amount of performance security deposit may be forfeited.
    - b. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- b) Termination for Insolvency:** RISL may at any time terminate the Contract by giving a written Notice of at least 30 days to the supplier / Selected Bidder if the supplier / Selected Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier / Selected Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

### **c) Termination for Convenience/ Foreclosure-**

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

### **22. Settlement of Disputes-**

- a) **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.
- b) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall also apply to the arbitration proceedings.

### **23. Verification of Eligibility Documents by RISL –**

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

### **24. Exit Management**

- a) Preamble
  - i. The word 'parties' include the procuring entity and the selected bidder.
  - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
  - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.



- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be as decided by purchaser period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
  - ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
  - iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
  - iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
    - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
    - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
    - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
    - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period
- i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
  - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project



Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

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

- i. Documentation relating to Intellectual Property Rights;
- ii. Project related data and confidential information;
- iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
- iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
- v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
- ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f) General Obligations of the selected bidder

- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

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



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

1) **Bidders to Bid for all Items**

a) Bidders are expected to quote for all the items.

2) **Deliverables, 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: -

Sr. No.	Project Activity/ Scope of Work	Milestones	Deliverables	Timelines	Payment
1	Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for Rajasthan Recruitment Portal	<b>Application Phase (Phase 1) Completion</b> <ul style="list-style-type: none"> <li>Recruitment Application Deployment on Production</li> <li>Edit Application Feature or Reopening of Application on Production</li> <li>Application Data and Application fee Reconciliation</li> </ul>	Final Deployment of following on Rajasthan recruitment portal. <ul style="list-style-type: none"> <li>Recruitment application form</li> <li>Edit or Reopening of application form</li> </ul> Deliverable Documents: <ul style="list-style-type: none"> <li>Final Application Deployment Report on production with supporting documents as Proof of application deployed on production (preferably Screen snapshots), Recruitment advertisement copy mentioning application start date &amp; official communication(letter/ mail) from Department/ RISL for application start date, Letter from selected bidder confirming application go live date on production</li> <li>Functional Testing Report</li> <li>User Acceptance Report from recruiting department</li> <li>Updated User Manual</li> <li>Attendance report for onsite deployed resources.</li> </ul> Phase 1 completion certificate to be approved by project in Charge, RISL)	As per recruiting department published/ communicated date of application go live	35%of amount quoted in Sr. No. 1 of Financial bid



		<p><b>Pre-Examination Phase (Phase 2) Completion</b></p> <ul style="list-style-type: none"> <li>Centre Allocation/ Roll Number Generation</li> <li>Admit Card Generation</li> <li>Other departmental Reports (Attendance sheets, District/ centre wise reports etc.)</li> </ul>	<p>Final Deployment of following on Rajasthan Recruitment portal.</p> <ul style="list-style-type: none"> <li>Centre allocation/ roll number generation, admit card</li> <li>Pre- examination reports</li> </ul> <p>Deliverable Documents:</p> <ul style="list-style-type: none"> <li>Final module deployment report on production with supporting documents as Proof of module deployed on production (preferably Screen snapshots), admit card sample from preview mode, Letter /mail from recruiting department/ RISL for confirming module start date, Letter from selected bidder confirming module go live date on production</li> <li>Functional Testing Report</li> <li>User Acceptance Report from recruiting department</li> <li>Updated User Manual</li> <li>Attendance report for onsite deployed resources.</li> </ul> <p>(Deliverable Document: Phase 2 completion certificate to be approved by project in Charge, RISL)</p>	<p>As per recruiting department published/ communicated date of go live</p>	<p>40% of amount quoted in Sr. No. 1 of Financial bid.</p>
		<p><b>Post-Examination Phase Phase 3 Completion</b></p> <ul style="list-style-type: none"> <li>Exam Objection</li> <li>Result Upload/ Result Objection</li> </ul>	<p>Final Deployment of following on Rajasthan Recruitment portal.</p> <ul style="list-style-type: none"> <li>Exam Objection feature</li> <li>Result upload</li> <li>Result objection feature or live</li> <li>Scrutiny process and Document Verification system</li> </ul> <p>Deliverable Documents:</p>	<p>As per recruiting department published/ communicated date of application go live</p>	<p>20% of amount quoted in Sr. No. 1 of Financial bid,</p>



		<ul style="list-style-type: none"> <li>• Candidate Scrutiny and Document verification module</li> </ul>	<ul style="list-style-type: none"> <li>• Final module deployment report on production with supporting documents as Proof of module deployed on production (preferably Screen snapshots), Letter /mail from recruiting department/ RISL for confirming module start date, Letter from selected bidder confirming module go live date on production</li> <li>• Functional Testing Report</li> <li>• User Acceptance Report from recruiting department</li> <li>• Updated User Manual</li> <li>• Attendance report for onsite deployed resources.</li> </ul> <p>(Deliverable Document: Phase 3 completion certificate to be approved by project in Charge, RISL)</p>		
	Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for Rajasthan Recruitment Portal	<b>Completion of one Recruitment application drive</b>	<p>Successful completion of Phase 1/ Phase 2/ Phase 3. To be decided in coordination with RISL</p> <p>Deliverable Documents: Consolidated document furnishing information about deliverables submitted for phase1, phase2 and phase 3(whichever applicable).</p>		5% of amount quoted in Sr. No. 1 of Financial bid, (This is to be paid at the end of year (to be counted from date of start of recruitment drive on production) after complete review the specific recruitment project)
<b>2</b>	<b>Maintenance/ Upgradation of Website of Rajasthan Staff Selection</b>	Reported Incident resolution. Incident & Problem Management	<p>Quarterly website maintenance Plan &amp; Report</p> <p>Quarterly Incident &amp; Problem Management Report</p>	Quarterly, within 15 days from start of subsequent quarter	100% of [Sr. No. 2 of the financial bid] to be paid in 20 equal quarterly instalments



	<b>Board (RSSB) as per SoW</b>				
<b>3</b>	<b>Change Requests</b>	Change requests for new development during Support & Maintenance Period.	Additional new Design/Development/ Integration work as per CR.	As applicable	Based on Actual as per Man Month Rate of cost quoted as mentioned in Sr No 3 of Financial Bid



**Note:** For earlier/ ongoing recruitment drives (for which applications have already been received by department); in such cases payment shall be made on prorata basis.

*Example: If for a Project A: Phase One was completed before giving the work order to selected bidder; then bidder shall be performing activities from rest of the phases (2 and 3 respectively) only; and therefore accordingly the payment shall be disbursed for phase 2 and 3 only( i.e. after successful completion of phase 2 and 3).*

**Note:** If any of the activities under the phases given above are taken up by bidder, and if other remaining activities in the phase are not to be taken up by recruiting department, then that phase shall be considered completed. For this confirmation from recruiting department should be received by RISL.

- b) All payments would be made on actual basis.
- c) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- d) Due payments shall be made promptly by the purchaser.
- e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the supplier/ selected bidder.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- i) Any penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.
- j) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

### 3) Service Level Standards/ Requirements/ Agreement

**Purpose & Duration of SLA:** The SLA purpose is to enforce a contract between the Selected Bidder and Purchaser. The successful bidder has to comply with Service Level Agreements (SLAs) to ensure adherence to project timelines and quality.

#### Service Level Standards during contract period

- Service Window: Software solution (Web Application and Web Portal) must remain available 24\*7.
- Dependencies: The dependencies on the performance 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 module is desired and this is due to non-availability of power (which is 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 would be removed while calculating the uptime.
- Penalty Clauses: If the Selected Bidder fails to deliver the required services due to reasons attributable to him like non-accessibility of the web-portal/ application, non-availability/attrition of the technical personnel/ operational manpower, etc. the cumulative

penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone.

- Penalty for Downtime:

Sr. No.	Measurement Parameter	Service Level	Penalty
1	Number of hours the specific recruitment phases (activities under 1, 2 or 3) remains non-functional / non-accessible /non-available/non-responsive in each case of outage	0-2 hours	No Penalty
		2-4 hours	2.5% of quoted applicable cost for the specific phase where under which incident is occurred.
		4-8 hours	5% of quoted applicable cost for the specific phase where under which incident is occurred.
		8-12 hours	7.5% of quoted applicable cost for the specific phase where under which incident is occurred.
		12-24 hours	10% of quoted applicable cost for the specific phase where under which incident is occurred.
2.	Number of hours the Recruitment Portal remains non-functional / non-accessible /non-available/non-responsive in each case of outage	0-2 hours	No Penalty
		2-4 hours	1% of quoted applicable cost for completion of one recruitment event.
		4-8 hours	2% of quoted applicable cost for completion of one recruitment event.
		8-12 hours	5% of quoted applicable cost for completion of one recruitment event.
		12-24 hours	10% of quoted applicable cost for completion of one recruitment event.
3.	Number of hours the RSSB website remains non-functional / non-accessible /non-available/non-responsive in each case of outage	0-2 hours	No Penalty
		2-4 hours	2.5% of applicable quarterly Payment for web site maintenance and management.
		4-8 hours	5% of applicable quarterly Payment for web site maintenance and management.
		8-12 hours	7.5% of applicable quarterly Payment for web site maintenance and management.
		12-24 hours	10% of applicable quarterly Payment for web site maintenance and management.
In case the non-availability of any application related to Rajasthan Recruitment portal in any quarter is greater than 24 hours, it may be treated as breach of Service Level Standards, which may lead to termination on default			

**Penalty for Non-timely completion of Task/ activities related to resolving issues/ bugs:**

Measurement Parameters	Service Level	Penalty
Time taken for resolving issue	Within 24 hours of lodging of complaint	No penalty
Time taken for resolving issue	>24 hours of lodging the complaint <3 days	Rs.2500/- per day.

Time taken for resolving issue	>3 days of lodging the complaint but less than 5 days	Rs.5000/- per day.
Note: - In case, if selected bidder fails to resolve the issue(s) within 5 calendar days, it may be considered as breach of contract.		

\* Time shall be calculated from the call logged or from mail/ written communication from OIC/ authorized personnel to Bidder team

**Penalty for Non-Availability of deployed Resources:**

A Maximum of 12 leaves per year (1 leave per Month on prorated basis) shall be allowed for resource deployed. Leaves can be accumulated by the resources during the deployed period of project. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. Leaves shall not be carry forwarded in next year. In case total number of leaves exceed the maximum available leaves in his/her account, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following:

S. No.	Role	Penalty on non-availability of resource per day
(1)	(2)	(3)
1.	Functional Analyst (Application Configuration Expert Cum Coordinator) (2 in numbers)	2000/-
2.	Technical Analyst (for Application server and database server maintenance and management) (2 in numbers)	2000/-

**Penalty for replacement / Exit of resources**

- Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting resignation with the present employer or due to any unforeseen emergency subject to approval from Competent Authority.
- In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- The replaced resource will be accepted by the purchaser (RISL/DoIT&C) only if he fulfills the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL/DoIT&C). The supplier will have to replace a resource within 15 days or any other period specified by the bidder.
- The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:
  - Within 6 Month: Rs. 50,000 (Rupees Fifty Thousand Only) per resource per instance.
  - After 6 Months and upto 1 Year: Rs. 30,000 (Rupees Ten Thousand) per Resource
  - After 1 Year: Rs. 20,000 (Rupees Ten Thousand) per Resource

- Purchaser is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice to supplier/selected bidder.

An upper cap of 10% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement.

#### 4) 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) RISL/DoIT&C may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
  - Requirements of service to be provided under the Agreement are to be specifically developed and rendered for RISL/DoIT&C.
  - The method of deployment
  - The place of services to be provided by the bidder.
- c) The change request/ management procedure will follow the following steps: -
  - Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required, and priority of the change will be documented by RISL.
  - Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impact analyzed and documented by the bidder.
  - Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments.
  - 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 selected bidder receiving the RISL change order which shall not be unreasonably withheld or delayed.

## **ANNEXURE - 1: About RAJASTHAN Recruitment portal**

Rajasthan Recruitment portal is a truly online, generic and configurable framework for Online applications and Examination for various recruitments across Rajasthan State Government Departments and to give them complete control to drive various Recruitment events.

This portal enables all aspirants to apply for various posts sitting in their homes or through citizen service centers (CSCs) i.e. eMitra Centers (Single Window access to all Government Services) across state of Rajasthan. Various G2C and B2C services are being provided through eMitra across all rural & urban areas in 33 districts of the State.

Rajasthan Recruitment portal enables the department to conduct online recruitments. It allows administrators to define various recruitment campaigns, generate roll number for submitted applications, allocate test centers, send SMS and emails to candidates to convey important information timely and upload results also.

Job aspirants can check the list of jobs available and apply the job. The purpose of this Rajasthan Recruitment portal is to give the job seekers a platform for finding a right and a satisfactory job according to their qualification.

The Rajasthan recruitment portal System provides jobs information, online application for jobs and many other facilities. The basic scope of the project is given as under.

1. Software development/customization for accepting online applications, as finalized by the department. The data of online application forms shall be stored at Rajasthan State data Centre. The application shall be hosted on the recruitment portal of Rajasthan which can be accessed through SSO login ([sso.rajasthan.gov.in](http://sso.rajasthan.gov.in)).
2. One-time registration process to facilitate aspirants to maintain their profile with Personal, Domicile, Education/ Qualification, Experience and other details. Every time profile data gets fetched in the application form to apply a fresh recruitment which avoids repetitive application form filling.
3. Time to time delivery of SMS/e-mail to the candidates on various events like application submission, admit card/result declaration etc.
4. Integration of new payment gateway with e-Mitra to provide facilities to candidates for filling online applications from all over India.
5. Online Question and Result Objections
6. Notifications for new Recruitments
7. Apply for various Vacancies (From common citizen centers (emitra) and in direct online mode)
8. Print Application Form, Admit Card & Result
9. Complete Application History and customized candidate dashboard
10. Facility to display obtained marks to the candidates.
11. Availability of Enhanced MIS Reports (such as application data/ reports) to the department.

Other facilities which are available for department as a service are mentioned below.

1. Application (Configurable application fields) Configuration
2. Application fee configuration
3. Roll Number Generation
4. Centre allocation
5. Admit cards generation
6. Online Objection (Question and Result both) management
7. Result upload
8. Various Application and Exam Reports
9. Application data report, fee collection report etc

## Previous years information related to projects completed through Rajasthan Recruitment Portal

### a. Departments covered

Departments covered so far...			
1	Planning Department, Directorate of Economics and Statistics	9	Arid Forest Research Institute
2	Rajasthan Medical Education Society - Department of Medical Education	10	Department of Rajasthan Police
3	<b>Rajasthan Public Service Commission</b>	11	Department of Sanskrit Education,
4	<b>Rajasthan Staff Selection Board</b>	12	Director of Elementary Education, Rajasthan, Bikaner
5	Rajasthan State Pollution Control Board	13	Directorate Police Telecommunication, Rajasthan
6	Rajasthan State Sports Council	14	National Health Mission, Rajasthan
7	Rajasthan Technical University, Kota	15	Office of Zila Parishad
8	Rajasthan High Court, Jodhpur	16	Rajasthan Home guard

### b. Count of recruitment/ drives conducted.

Year wise Data	Recruitment	Applications
2016-2017	12	Approximately 1.4 Crore applications
2017-2018	06	
2018-2019	51	
2019-2020	24	
<b>Total</b>	<b>92</b>	



## **ANNEXURE-2: RAJASTHAN RECRUITMENT PORTAL FEATURES**

### **I. Non-Functional requirement covered (Applicable to all Applications mentioned in scope of this RFP:**

- **Architecture:** All enhancement/upgradations to Rajasthan Recruitment portal/ RSSB website are deployed at Rajasthan State Data Centre (RSDC) and can be accessed over the internet by respective users. Details of available technology/ deployment stack which shall be provided by RISL, is given in Scope of Work.
- **Bi-lingual:** Rajasthan Recruitment portal/ RSSB website support bilingual (English and Hindi) features:
  - Labels available in both English and Hindi Language
- **Security Requirements:**
  - a) User Level Security: Restricted areas of the application should only be accessible through pre-defined user access rights.
  - b) All applications are hosted on HTTPS
  - c) Application Level Security: Applications have Role based access,
- **Audit Trail Requirements:** Audit trails are maintained in the applications
- **Use of existing applications developed and managed at DoIT&C/ RISL:**

DoIT&C/ RISL has multiple applications developed and managed for different departments some of them are integrated with this application. Some of the applications are:

**RajSSO:** This application is a unified application for authentication of users across the State of Rajasthan. Application provides authentication services to different applications managed by the Government of Rajasthan, which enables all individuals / functionaries to access multiple applications after signing only once. Details can be found at <http://www.sso.rajasthan.gov.in> . SSO integration has already been done for Rajasthan Recruitment portal.

**UID Aadhaar:** UID provides unique identity to the citizens across the country. UID captures the biometrics of citizens which is further used for authenticating the individual.

**Jan kalyan Yojana / Scheme:** This is a scheme to empower women and reform direct benefit delivery mechanism in Rajasthan. Under this scheme, a unique ID for both family and individual has been created with lady of the house as Head of the Family. All cash and non-cash benefits for a family are available at one place under this scheme.

**State GIS:** This is a unified GIS platform and decision support system of geospatial data for Rajasthan for depicting various layers and hosting GIS based applications. GIS has already developed web services and interfaces to show various locations and its details in other applications. Bidder may be required to integrate with GIS through web services or developing some common interfaces which may be utilized for geographical decision support

**E-Mitra:** This is a centralized application for ensuring service delivery till the last mile, a multi-modal service delivery platform offering wide range of services to the residents close to their doorsteps and more than 300 government services are being delivered using this application. This application is integrated with Rajasthan Recruitment portal.

**E-Vault:** This is a secure and authorised e-Space with electronic self-attestation and e-Verification. Individuals, families, government and organisations can secure e-Space to

store documents along with meta-data for validations. This provides safe document storage, sharing, e-Sign and approval protocol to avoid requirement of seeking copies of documents. Documents generated in recruitment portal may be stored, retrieved and searched in E-Vault application using the API/ Web-services exposed by the E-Vault

**Raj SewaDwaar:** This is an intelligent Middleware Enterprise Service Bus of Rajasthan, ensuring easy, secure and transparent access of all Software Services in a centralized manner. All the services developed for integration with other applications shall be routed through Raj SewaDwaar.

**Rajasthan Payment Platform:** DoIT&C is developing a payment aggregator which shall be integrated with banks and other aggregators. For payment related transactions, Rajasthan Recruitment portal is integrated with RPP for facilitating online payments.

**SMS Gateway:** The application is integrated with esanchar of Rajasthan, for automatically sending the required details/ information through SMS to the designated officers. This gateway is integrated with Rajasthan Recruitment portal

**Document verification engine and esign:**

Rajasthan Recruitment portal is also integrated with Document verification engine and eSign for candidate document verification purpose at the time of final recruitment step.

**Merit Application module**

This application is developed for candidates' merit list generation and district allocation; it has two modules namely "Merit Generation" & "District allocation". This application is developed in JAVA and database as Oracle. Details of system functionalities are mentioned in annexure II

**Emitra plus:** Various features of recruitment portal shall be available on emitra plus machines (such as candidate application form, admit card etc.), which shall help candidates downloading the same from emitra plus machine.



**II. Functional requirements covered: List of Major Modules (mentioned to understand the phases mentioned in SoW)**

Sr. No.	Major Module	Module	Sub-Module
1	<b>Recruitment Application</b>	Recruitment Configuration	<ul style="list-style-type: none"> <li>Recruitment / Post creation</li> <li>General Information about port</li> <li>Payment Service configuration</li> </ul>
			<ul style="list-style-type: none"> <li>Recruitment title</li> <li>Recruitment Start date and End date</li> <li>Categories creation</li> <li>Number of vacancies</li> <li>Paper language</li> <li>Exam mode and details of the recruitment</li> <li>Category wise (horizontal/ vertical) post allocation</li> </ul>
		Application Form Configuration	<ul style="list-style-type: none"> <li>Master configuration of required fields and attributes</li> <li>Basic details and Personal details configuration</li> <li>Qualification configuration</li> <li>Experience details</li> <li>Age matrix configuration</li> <li>Examination Fee configuration</li> <li>Debarred configuration</li> <li>Exam Centre preference, District Preference, Subject preference configuration</li> <li>Photo sign, Declaration configurations</li> <li>Emitra services integration</li> </ul>
		Application Form Review	Checking Application form Preview
		Application Freezing and finalization	Application Freezing and finalization
2	<b>Edit Feature</b>	Opening of Application form Edit facility	Configuration of <ul style="list-style-type: none"> <li>Start date of edit</li> <li>Post wise configuration</li> <li>Candidate wise</li> <li>Various fields for edit</li> <li>Application fee etc.</li> </ul>



3	<b>Centre allocation, Roll number generation &amp; Admit card generation</b>	Manage Examination and Centre	<ul style="list-style-type: none"> <li>Centre Creation/ definition</li> <li>Allocate Exam centre and schedule date/time</li> <li>Examination subject addition</li> <li>Creation of exam batches</li> <li>Centre capacity Definition</li> <li>District wise candidate allocation (Candidate Allocation as per business rules)</li> <li>Post wise division/ allocation of candidates based on PH/ male/Female etc</li> </ul>
		Roll Number& Admit card	<ul style="list-style-type: none"> <li>Roll Number generation based on various parameters</li> <li>Admit card template design</li> <li>Emitra services integration</li> <li>Configure Admit card Template</li> <li>Preview Admit card</li> <li>Enable Admit card</li> </ul>
	<b>Examination Objection</b>	Add Questions	Post wise, Applying for wise, Subject wise
		Objection configuration	<p>Here User can configure:</p> <ul style="list-style-type: none"> <li>Post wise/ applying for wise/ subject wise configuration</li> <li>Fee Configuration</li> <li>Document Mandatory/ Nonmandatory configuration</li> <li>Suggested Answer Configuration</li> <li>File Extension type, Min. Size, Max. Size configuration</li> <li>Start Date, End Date, Fees (online/ emitra fee) Configuration</li> <li>Emitra services integration</li> </ul>
		Question Objection Report	Report generation of candidates who have raised objection Detailed objection report
	<b>Result upload</b>	Result Upload configuration	Result template design
			Upload result in specified format
			Result Configuration
			Result template design
			Preview and freeze
	<b>Result Objection</b>		Result Objection Configuration <ul style="list-style-type: none"> <li>Post wise</li> <li>Start date and end date</li> </ul>



			Result objection report
	<b>Reporting/ MIS</b>	<b>Configuration Reports</b>	Application Configuration Report: Start Date, end date, Fee configured, Age Matrix etc
		<b>Application Reports</b>	<ul style="list-style-type: none"> <li>• Complete application statistics reporting</li> <li>• Candidate wise application report</li> <li>• Category wise report</li> <li>• Rejected candidates</li> <li>• Fee payments</li> <li>• Multiple application report</li> </ul>
		<b>Examination reports</b>	<ul style="list-style-type: none"> <li>• District Wise Alpha List (Basic candidate details with roll number and district wise centres.)</li> <li>• Disability Candidate (Details and Number of PH candidates centre wise)</li> <li>• Absentee Sheet</li> <li>• Blind Candidate Report</li> <li>• Clashing Report</li> <li>• Centre wise Alpha List (Basic candidate details with roll number and centre wise data)</li> <li>• Centre Roll No Record (Centre wise roll number range)</li> <li>• Home District Centre Allocation</li> <li>• Admit card download count</li> </ul>
		<b>Objection Reports</b>	<ul style="list-style-type: none"> <li>• Exam Objection received report</li> <li>• Exam Objection payment summary report</li> <li>• Exam Objection Summary</li> <li>• Result Objection received report</li> <li>• Result Objection payment summary report</li> <li>• Result Objection Summary</li> </ul>
		<b>Other reports</b>	Download documents Check application status Customise Report Department Wise Application Report Recruitment Count Report Clashing Report Debar Candidate Application Data Update Report Edit Application Count Report



			Edit Details Payment Count Report Account Report User Module Activity Log Report
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### Merit Application Features

S No	Module	Feature
1	Merit Generation Module	<ul style="list-style-type: none"><li>• Import Candidate Application data and Result data</li><li>• Rank/ Merit calculation logic implementation (Horizontal/ Vertical Category wise, age, marks weightages, vacancies available etc.)</li><li>• Rank Generation and merit generation</li><li>• Report generation</li></ul>
2	District Allocation Module	<ul style="list-style-type: none"><li>• Merit data Usage or import data</li><li>• District preference data or import data</li><li>• Business rules/ validation application</li><li>• Final allocated district list of candidates</li><li>• Report generation</li></ul>



**ANNEXURE-3: PRE-BID QUERIES FORMAT** {to be filled by the bidder}

**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-4: BIDDER'S AUTHORIZATION CERTIFICATE {to be filled by the bidder}**

To,  
{Procuring entity},

\_\_\_\_\_,  
\_\_\_\_\_

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

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date:  
Place:

Verified Signature:



**ANNEXURE-5: SELF-DECLARATION** {to be filled by the bidder}

To,

{Procuring entity},

\_\_\_\_\_

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



**ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION** {to be filled by the bidder}

To,  
{Procuring Entity},  
\_\_\_\_\_

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



**ANNEXURE-7- COVERING LETTER OF THE BID**

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

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

[Reference No. <<>>, Dated: <<>>]

Dear Sir,

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

1. I/We, the undersigned bidder, Having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award/ Work order shall constitute a binding Contract between us.
5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/ We undertake, for timely establishment of a local office in Jaipur (if the award is made to us) and within 30 days from the date of issue of Work Order.

Or

(strike out whichever is not applicable)

We have an existing office at Jaipur at the following address:

.....

7. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.
8. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We



understand that our non-cooperation for the same shall be grounds for termination of service.

Signature..... In the capacity of..... Duly authorised to sign Proposal for And on behalf of..... Seal of the Organization: - Date..... Place.....
---



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

COVER LETTER {to be submitted by the bidder on his Letter head}

To,  
{Procuring Entity},

\_\_\_\_\_

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

Dear Sir,

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

I / We undertake that the prices are in conformity with the specifications 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 asked in the financial bid(BoQ).

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:





Financial Bid Format

Note: Bidders shall carefully fill out the relevant details and the BoQ on eproc portal.

BoQ<<To be uploaded on Rajasthan eProcurement Portal >>

Sr. No.	Item Description	Total Estimated Quantity	Unit	Unit Rate including all taxes levies and duties but excluding GST	GST	Total Amount including all taxes
A	B	C	D	E	F	G=C*(E+F)
1	Cost of completion for each Recruitment event (which includes all activities under Phase 1, 2 and 3) as per the department's requirement and as per the RFP document. (Assuming 100 recruitment drives in the period of five years)	100	Lumpsum			
2	Cost of maintenance/upgradation of Website of Rajasthan Staff Selection Board	1	Lumpsum			
3	Composite Man-month rates of resources to handle Change requests during Support & Maintenance Period	100	Man Month			
TOTAL COST INCLUDING ALL TAXES (IN FIGURES) (ITEMS 1 TO 3)						
TOTAL COST INCLUDING ALL TAXES (IN WORDS) (ITEMS 1 TO 3)						

**NOTE:**

1. For Point 1 above: Unit is a number (recruitment drive); total recruitment events in five years are estimated (assumed) as 100.
2. For Point 2 above: Unit is a number (RSSB website). One website is maintained for RSSB.
3. The bidder shall quote separate lump-sum cost for Upgradation, Customization, Testing, Implementation & Maintenance of Application Software for "Rajasthan Recruitment Portal" and "Rajasthan Staff Selection Board (RSSB) website" (Point number 1 and 2 above)



**ANNEXURE-9: BANK GUARANTEE FORMAT**

{to be submitted by the bidder's bank}

**BANK GUARANTEE FORMAT – BID SECURITY**

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

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

1. In consideration of the RISLRISL (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 Order No.....dated ..... 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



## **ANNEXURE-10: DRAFT AGREEMENT**

**{to be mutually signed by selected bidder and procuring entity}**

This Agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between RaiCOMP Info Services Limited (RISL), having its head office at First Floor, YojanaBhawan, 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 firm registered under the .....Act, 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 <NIT No \_\_\_\_\_>.

And whereas

Successful Bidder/ Supplier 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 NIT 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 Successful Bidder/ Supplier and has placed the Letter of Intent having Reference No. \_\_\_\_\_ dated \_\_\_\_\_, on which Successful Bidder/ Supplier has given their acceptance vide their Letter No. \_\_\_\_\_ dated \_\_\_\_\_.

And whereas

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

And whereas

This agreement is being executed on behalf of M/s (Concerned Department).....to procure defined good and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and



services are required to be delivered in the name of M/s (Concerned department) .....along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company.

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

1. The NIT 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. This Agreement for Contract shall remain valid for all the work orders to be issued to Successful Bidder/ Supplier \_\_\_\_\_ during the entire period of this Contract.
3. In consideration of the payment to be made by RISL to Successful Bidder/ Supplier at the rates set forth in the Letter of Contract Reference No. \_\_\_\_\_ dated \_\_\_\_\_, will duly supply and install the said articles set forth in all the work orders to be issued during the period of contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by Successful Bidder/ Supplier.
4. The RISL do hereby agree that if Successful Bidder/ Supplier shall duly supply & install 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 Successful Bidder/ 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.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work ordersto be issued to Successful Bidder/ Supplier and completed by Successful Bidder/ Supplier within the period as specified in the work order to be issued to Successful Bidder/ Supplier during the period of contract.
6. 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 M/s \_\_\_\_\_ has failed to supply or complete the work:-

a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b) Delay exceeding one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d) 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/ warranty 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 M/s \_\_\_\_\_ requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which



had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of M/s\_\_\_\_\_.

7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_day of \_\_\_\_\_, 2020.

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





**ANNEXURE-12: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

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

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

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place .....

Date .....

Appellant's Signature





### **ANNEXURE-13-MINIMUM QUALIFICATION OF ONSITE RESOURCES**

<b>S.No.</b>	<b>Role</b>	<b>Desirable Qualification and Experience</b>
1	Functional Analyst	<ul style="list-style-type: none"><li>• B.E/ B.Tech./ M.Sc. (CS/ IT/EE)/ MCA/ M.Tech. /MBA having at least 3 years of post-qualification relevant work experience as Business Analyst</li><li>• Experience in business analysis, presentations, client interaction, requirement gathering, documentation and coordination skills.</li><li>• Good understanding of software applications, interfaces and requirement gathering capability.</li><li>• Understanding of Government Processes and IT automation initiatives in e-Governance Domain will be preferred</li></ul>
2	Application server Analyst- Database server Analyst	<ul style="list-style-type: none"><li>• B.E/ B.Tech./ M.Sc. (CS/ IT/EE)/ MCA/ M.Tech. having at least 3 years of post-qualification relevant work experience as DB analysis/ administration</li><li>• Experience handling Installation, Configuration, Performance Tuning, Trouble Shooting of Oracle Exalogic &amp; Weblogic server</li><li>• Able to manage deployed web site and web portal applications</li><li>• Knowledge of all the aspects of administration tasks such as day-to-day site monitoring and maintenance, Installation, Configuration, Clustering etc for of Exalogic &amp; Weblogic servers.</li><li>• Knowledge of application/ patches/ updates Deployments on servers</li><li>• Ability to analysis database system and recommend Improvements</li></ul>