

2020

RajCOMP Info Services Limited (RISL)

Draft RFP for Selection of Technology Partner
under Rajasthan Jan Aadhaar Yojana



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Draft RFP for Selection of Technology Partner under Rajasthan Jan Aadhaar Yojana

[Reference No. F4.3 (394)/RISL/Tech/2020/

Dated .10.2020]

UBN-

Mode of Bid Submission	Online through eProcurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting	08/10/2020 at 12:30 P.M.
Last Date & Time of Submission of Bid	02/11/2020 till 01:00 P.M.
Date & Time of Opening of Technical Bid	02/11/2020 at 04:00 P.M.

Bidding Document Fee: INR 5000.00 (Rupees Five Thousand only)

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

RajCOMP Info Services Limited (RISL)

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

Phone: 0141- 2222007 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>, Email: info.risl@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

RTPP Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto.
Agreement	The Agreement to be signed between the successful bidder and RISL.
AMC	Annual Maintenance Contract
ASA	Authentication Service Agency, authentication facilitator for AUA.
AUA	Authentication User Agency (AUA), an entity engaged in providing Aadhaar Enabled Services to Aadhaar number Holder.
Sub AUA	Sub Authentication User Agency, agencies that use Aadhaar authentication to enable its services through an existing requesting entity.
Authorized Signatory	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.
Jan Aadhaar Yojana Act, 2017	The Rajasthan Jan Aadhaar Yojana (Direct Benefit Transfer of Public Welfare Benefits and Delivery of Services) Act, 2017. This act is aimed at Women Empowerment, Financial Inclusion, Transparent and Direct Benefit Transfer to Beneficiaries via Jan Aadhaar Platform.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bidder	"Bidder" means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids/ Request for Proposal/ Notice Inviting Tender and which is participating in the Bid. Also called offer or quote.
Bidding Document	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
Bid Security	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.
BoM	Bill of Material
CMC	Contract Monitoring Committee
CMMI	Capability Maturity Model Integration
CMS	Content Management System
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract	The "Contract" means a legally enforceable agreement entered into between RajCOMP Info Services Limited (RISL) and the Selected Bidder(s) with mutual obligations.
Contract/ Project Period	The expected Contract/ Project Period is Five (5) years which shall commence from the date of signing of Agreement till Completion of four years of Support & Maintenance of Jan Aadhaar Yojana Application after Go-live of the project.
COTS	Commercial Off the Shelf
Day	A calendar day as per GoR/ Gol.
DBT	Direct Benefit Transfer
DeitY, Gol	Department of Electronics and Information Technology, Government of

	India
DoIT&C, GoR	Department of Information Technology and Communication, Government of Rajasthan
EMD	Earnest Money Deposit
EMS	Enterprise Management System
ETDC	Electronic Testing & Development Centre
eGRAS	Online Government Receipts Accounting System (e-GRAS) is an eGovernance Initiative of Government of Rajasthan under Mission Mode Project category and is part of Integrated Financial Management System (IFMS). eGRAS facilitates collection of tax/ non-tax revenue in both the modes: online as well as manual. All types of government revenue may be deposited online using this website: https://egras.raj.nic.in/
FMS	Facility Management Services
FOR/ FOB	Free on Board or Freight on Board
FRS	Functional Requirement Specification
G2C	Government to Customer
G2G	Government to Government
GST	Goods and Services Tax
GoI	Government of India
Goods	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.
GoR	Government of Rajasthan
HOF	Head of Family
IA	Implementing Agency
ICT	Information and Communication Technology
IFB	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)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LCBS	Least Cost Based Selection Method (L1)
LD	Liquidated Damages
LoI	Letter of Intent
Month	Month refers to calendar month
NCB	A bidding process in which qualified bidders only from within India can participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid

NIT	Notice Inviting Tender
NMS	Network Management System
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement Committee
PQ	Pre-Qualification
Procurement/ Public Procurement	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
Project Site	The “Project Site”, wherever applicable, means the designated place or places where the project implementation is to be carried out
Procurement Process	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
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by the Selected Bidder under a purchase order or contract of sale. Also called buyer. RajCOMP Info Services Limited (RISL) in this RFP document.
RFP	Request for Proposal, an early stage in procurement process, issuing an invitation for bidders, through a bidding process, to submit a proposal on a specific commodity or service.
RISL	RajCOMP Info Services Ltd.
RSDC	Rajasthan State Data Centre
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RTI	Right to Information
RVAT	Rajasthan Value Added Tax
SAN	Storage Area Network
Services	“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. It involves all the services mentioned in “Scope of Work”.
Supplier/ SI/ Vendor/ Successful Bidder/ Service Provider/ Contractor/ Selected Bidder	System Integrator, the bidder who will be finally selected and who gets into an agreement with the RISL for completing the services/ work mentioned in this bidding document.
SLA	Service Level Agreement is a negotiated agreement between two parties herein 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.
SoW	Scope of Work
SSDG	State Service Delivery Gateway



State Government	Government of Rajasthan
State Public Procurement Portal	http://sppp.raj.nic.in
STQC	Standardization Testing and Quality Certification, Government of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TC	Technical Committee
TIN	Tax Identification Number
TPA	Third Party Auditor
UAT	User Acceptance Testing
VAT/ CenVAT	Value Added Tax/Central VAT
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BIDS (IFB) AND NOTICE INVITING BID (NIB)

NIB Reference No. F 4.3(394)/RISL/Tech/2020/

Dated: 01-Oct-2020

Unique Bid Ref. No:

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: RajCOMP Info Services Limited (RISL) Address: First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Mukesh Kumar Sharma Designation: ACP (Dy. Dir.) Address: First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: mukeshks.doit@rajasthan.gov.in
Subject Matter of Procurement	<ul style="list-style-type: none"> RFP for Selection of Technology Partner under Rajasthan Jan Aadhaar Yojana
Bid Procedure	Single-stage Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
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"> Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in, http://risl.rajasthan.gov.in Bidding document fee: INR 5,000/- (Rupees Five Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". RISL Processing Fee: INR 1,000/- (Rupees One Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	INR 20.00 Crore (Rupees Twenty Crores only)
Bid Security (EMD) and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): Rs. 20 Lacs (Rupees Twenty Lacs only) i.e. 1% of the estimated procurement cost, Rs. 5 Lacs (Rupees Five Lacs) i.e. 0.25% for S.S.I. unit of Rajasthan, 10 Lacs (Rupees Ten lacs) i.e.0.50% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee, in specified format, of a Scheduled Bank in favor of "Managing Director, RISL" payable at "Jaipur"
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> Start Date: 01-October-2020 End Date: 02-November-2020
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> 08- October -2020 at 12:30 PM Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 11:00 AM onwards on 22 - October -2020 End Date: 3:00 PM on 02- November -2020
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	From 22 - October -2020, 11:00 AM To 02- November -2020, 1:00 PM



Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none">• Date: 02- November -2020 Time: 4:00 PM• Place: RISL, Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none">1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.2) *In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, 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.3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).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 to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.7) Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in8) Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur9) The procuring entity reserves the complete right to cancel the bid process and reject any or all the Bids.10) 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.11) 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.12) 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.	

2. PROJECT PROFILE & BACKGROUND INFORMATION

2.1 Project Background

A simple, strong and effective independent administrative unit is needed by various departments in the state to make the existing administrative and technical infrastructure more responsive, transparent and comprehensive for the delivery of benefits of various public welfare schemes to the citizens.

In fulfilment of the objective and in compliance of the budget speech of the modified budget 2019-20, "Rajasthan Jan Aadhaar Scheme, 2019" is being introduced. The Rajasthan Jan Aadhaar Yojana has been brought to actualize the concept of "One Number, One Card, One Identity" for providing benefits of various schemes to citizen with Simplicity, Ease and Transparency.

This scheme envisages transferring cash benefits directly to the bank account of the beneficiaries of the state using electronic benefit transfer mechanism. The cash benefit transfer would be done using Integrated Financial Management System and other departmental /organisational application software already operational in the State Government. The scheme also envisages that eMitra will act as Point of Services.

2.2 Project Objectives

To provide "one number, one card and one identity" to the family, a Jan Aadhaar Resident Data Repository will be established using the data compiled under the State Resident Data Hub and new enrolment of citizens under Rajasthan Jan Aadhaar Yojana. This will also be integrated with Pehchan portal. Therefore, each family will be provided a Jan Aadhaar card with a 10 digit unique family identification number. The card will also be a document of the identity and the address of the family and its members.

Key objectives of this project are listed as follows.

1. To create a unique family data base by providing "one number, one card and one identity" to the family.
2. Expansion and strengthening of existing technical and electronic infrastructure in the state.
3. Promoting women empowerment.
4. Implementation of Aadhaar data Vault for Jan Aadhaar resident data repository.
5. Integration of Jan Aadhaar Application with core components of DoIT&C like Single-Sign-on, e-Vault, Raj Sewa Dwar, etc.
6. Integration with platforms such as RPP, IFMS, NPCI, etc. for direct benefit transfer.
7. On boarding of various Government schemes as notified by Rajasthan Jan Aadhaar Authority.
8. Implementing the Jan Aadhaar database security measures as per Rajasthan Jan-Aadhaar Authority act-2020.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

A bidder participating in the procurement process shall possess the following minimum prequalification/ eligibility criteria. The bidder must submit documentary evidence in support of their claim for fulfilling the criteria. The bids received without documentary evidence and the required Earnest Money will be rejected.

S.No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder),</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956,</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p>	<ul style="list-style-type: none"> • Copy of valid Registration Certificates • Copy of Certificates of incorporation <p>Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder.</p>
2.	Turnover from IT/ ITeS	Average annual turnover of the Bidder during from last three financial years i.e. FY's 2017-18 , 2018-19, 2019-20 (as per the audited balance sheets) from IT/ ITeS should be at least INR 50 Crores.	Statutory Auditor/ CA Certificate with Registration Number/ Seal (Annexure – 14)
3.	Financial: Net Worth	Bidder should have a Positive Net Worth as on 31st March 2020.	Statutory Auditor/ CA Certificate with Registration Number/ Seal
4.	Technical Capability & Experience	<p>The bidder must have executed at least one work order of application development of similar nature not less than the amount Rs. 5 crores in Government/Semi-Government / PSU/ Scheduled Banks / Limited companies in any of last 5 financial years (i.e. 2015-16, 2016-17, 2017-18, 2018-19,2019-20).</p> <p>Alternatively, the bidder should have executed at least two work order of application development of similar nature not less than the amount Rs. 3</p>	<ul style="list-style-type: none"> • Project Reference format as per Annexure – 11 <p>AND</p> <ul style="list-style-type: none"> • Work Order and Work Completion Certificates from the client; <p>OR</p> <ul style="list-style-type: none"> • Work Order + Self Certificate of Completion (Certified by the Statutory Auditor/ CA indicating the value of payment

		<p>crores each in Government/Semi Government / PSU/ Scheduled Banks / Limited companies in any of last 5 financial years (i.e. 2015-16, 2016-17, 2017-18, 2018-19, 2019-20)</p> <p>Alternatively, the bidder should have executed at least three work order of application development of similar nature not less than the amount Rs. 2 crores each in Government/Semi Government / PSU/ Scheduled Banks / Limited companies in any of last 5 financial years (i.e. 2015-16, 2016-17, 2017-18, 2018-19, 2019-20)</p>	received against the work order(s))
5.	Tax registration and clearance	<p>The bidder should have a registered number of:</p> <ul style="list-style-type: none"> • GST Number, where the business is located • Income Tax/ PAN Number 	<ul style="list-style-type: none"> • Copies of relevant certificates of registration
6.	Certification	<p>The lead bidder must have</p> <ul style="list-style-type: none"> • ISO 9000 series certification • CMMi Level 5 	<ul style="list-style-type: none"> • ISO 9000 series certificate • CMMi level 5 certificate
7.	Mandatory Undertaking	<p>Bidder should: -</p> <p>a) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) Not have been (their directors and officers) 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;</p>	A self-certificate letter as per Annexure-5

		c) Not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document.	
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In addition to the provisions regarding the qualifications of the bidders as set out in (1) above:

- The procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-8: ITB”
- The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK

The Jan Aadhaar number aims to be the unique identifier of a family. This will be used for delivery of cash as well as non-cash benefits near the door-step of the residents through an intertwined network of e-Mitra kiosks making life of residents comfortable through one card and one identity.

Under the scheme, the family and an individual are identified by Unique Jan Aadhaar Id and individual (Jan Aadhaar Member Id). It is one of its kind scheme where benefits—cash and non-cash, e.g. Public Distribution System (PDS), Scholarships, Social Security Pensions & benefits of other Schemes like Distribution of Scooties to Students, Janani Suraksha Yojana are being routed through Jan Aadhaar Yojana as per Rajasthan Jan-Aadhaar Authority act-2020.

Benefits of the Scheme are as follows:

- Expansion and strengthening of existing technical and electronic infrastructure in the state.
- End-to-end service delivery platform for cash and non-cash benefits with complete transparency.
- Includes both family and individual beneficiary schemes.
- To create a unique family data base by providing "one number, one card and one identity" to the family.
- Integration with platforms such as RPP, IFMS, NPCI, etc. for direct benefit transfer.
- On boarding of various Government schemes as notified by Rajasthan Jan Aadhaar Authority.
- Implementing the Jan Aadhaar database security measures as per Rajasthan Jan-Aadhaar Authority act-2020.

4.1 Broad Scope of Work

The broad scope of work for the Technology Partner during the period of contract/ engagement would include:

- Development of Rajasthan Jan Aadhaar Yojana Application software including Enrolment, Jan Aadhaar Resident Data Repository, analytical Reports, dashboards and Integration with other Departments schemes and applications, etc.
- Migration of existing Jan Aadhaar Application data.
- Training & Capacity Building to Manpower and preparation & distribution of training material.
- Handholding support after Go-Live.
- Operation and Maintenance (Technical support/assistance for all activities, enhancement in existing modules & development of new modules in the project as per the requirement of RISL) for 5 years. MIS reports creation/updation as per requirement.

4.2 The Rajasthan Jan Aadhaar Yojana Application Development

Rajasthan Jan Aadhaar Yojana application is conceptualized as a centralized web based application to be accessed by all the users (State level, District level, Block level officials, RISL, eMitra & other designated agencies by GoR, citizens) with their respective access rights and views. Jan Aadhaar application would primarily consist of multi core modules i.e. Rajasthan Jan Aadhaar Yojana Enrolment, Seeding, Direct Benefit Transfer, DBT Mapper, MIS Reports, Jan Aadhaar Resident Data Repository, Kisan Seva portal, DBT Bharat, etc. It will have an N-Tier architecture comprising of presentation layer delivery through web portal, SMS gateway, Email etc. Middleware will facilitate communication between user interfaces and application layer through pre-defined business rules of application modules. All applications will be secured through role based user access. The chosen architecture should be able to meet the desired levels of security, scalability, performance and availability.

4.3 Rajasthan Jan Aadhaar Yojana Application Architecture

4.3.1 Web Based Architecture

Technology Partner will provide web-based applications based on following principles:

- **Interoperability:** The ability to have applications and computers from different sources and platforms work seamlessly together on and across networks can be a key to sharing resources and reduction in long-term development costs. Technology Partner will ensure interoperability of the solution proposed.
- **N-Tier model:** N-Tier model is the framework in which application user interface, logic, data, and their associated processing and repair are separated from each other in logical manner, and is more flexible in response to changes in internal logic, platforms, and structures. This isolates/ minimizes the impact of change. Considering requirements of ease of support, scalability and interoperability, N-tier model is proposed.

4.3.2 Architectural Principles

The Technology Partner will adhere to the following architectural principles while designing the Jan Aadhaar application:

- **Service Oriented Architecture (SOA):** Service-oriented architecture is an approach to define integration architectures based on the concept of a service. It applies successful concepts proved by Object Oriented Development, Component Based Design, and Enterprise Application technology. The goal of SOA can be described as bringing the benefits of loose coupling and encapsulation to integration at an enterprise level. SOA becomes relevant especially when there are multiple applications in an enterprise and point-to-point integration between them involves complexity.
- **Ease of Use:** The underlying technology needs will be user friendly. By having ease of use principle, training can be kept to a minimum thereby aiding IT change management and the risk of using a system improperly can be minimized.

4.3.3 Proposed Security Architecture

Envisaged Security architecture for the Jan Aadhaar Application is provisioned as below:

4.3.3.1 User Level Security

Restricted areas of the application are only accessible through pre-defined user access rights. Users at different locations would have single factor authentication i.e. logging into Jan Aadhaar application using username and password and if required dual factor authentication is incorporated i.e. logging into system using biometric authentication/OTP along with username & password.

4.3.3.2 Application Level Security:

Application has Role based access, Application level security controls is provisioned in the application for following:

- Prevent SQL Injection Vulnerabilities for attack on database
- Prevent XSS Vulnerabilities to extract user name password
- Secure Authentication and Session Management control functionality is provided
- Prevent Security incorrect configuration vulnerabilities
- Prevent Failure to Restrict URL Access Vulnerabilities (By providing authorization for each sensitive page, use role-based authorization and make authorization policies configurable)
- Prevent Insufficient Transport Layer Protection Vulnerabilities
- Prevent invalidated Redirects and Forwards Vulnerabilities

4.3.3.3 Network Level Security:

The application supports both HTTP & HTTPS (128 / 256-bit SSL certificates to be deployed by successful bidder for entire project duration).

4.3.3.4 Audit Trail & Log Management:

An audit trail (also called audit log) is a security-relevant chronological record, set of records, and/or destination and source of records that provide documentary evidence of the sequence of activities that have affected at any time a specific operation, procedure, or event.

The system should generate audit trails of all transactions/activities including logging and logout and IP address and device (web/mobile/etc.).

4.3.3.5 Role Based Redaction Implementation

Since Rajasthan Jan Aadhaar Database is having sensitive information of individuals like Bank Account details, Mobile Number etc. To protect this information, security feature needs to be implemented through which application and database users will get the masked values at database layer.

4.4 Rajasthan Jan Aadhaar Yojana Application Functionalities

Key functionalities of Rajasthan Jan Aadhaar Yojana Application shall be as follows:

1. Rajasthan Jan Aadhaar Enrolment
2. Card Management
3. Direct Benefit Transfer
4. Rajasthan Jan Aadhaar Yojana Integration with Core Components of DoIT&C
5. Rajasthan Jan Aadhaar Yojana Services integration with Third Party application
6. Transaction Mapper
7. MIS Reports
8. Aadhaar Data vault

4.4.1 Rajasthan Jan Aadhaar Yojana Enrolment

The Technology partner will develop software for enrolment that will capture the demographic and social economic details of state residents. These details are to be captured and provided as per GoR instruction. The interface of enrolment will be provided for eMitra/Citizens. The Technology Partner has to provide services for mobile interface of Jan Aadhaar Application. This module will also facilitate the editing in the profile of the citizen. The application should have Jan Aadhaar e-card download facility for the citizen. Technology Partner has to submit reports for new registration/updation to RISL as and when required.

4.4.1.1 Validation Checks on Enrolment detail

Technology partner would implement the checks to validate the beneficiary data at the time of new registration and editing to ensure quality of data, after enrolment multi-level verification is required for the provided information along with the supported documents.

Text reading and blocking

Technology partner should responsible to filter and block the inappropriate words, Photo at the time of enrolment and the editing of the citizen profile. It should be able to analyse the meaning of the word while user is trying to save the information.

Inappropriate words initial dictionary would be prepared by Technology partner by taking input from RISL and it would be continuously auto-updated based on the inappropriate/abusive words found in data entry at later stage.

4.4.1.2 Image Capturing and Validation

Application should be capable to capture the citizen image through the web camera that supports the image format to meet the image quality. It should also capable to upload the digital photograph and apply validation checks on quality & accuracy of image (stop image upload for blank images, blurred images, face is not detected etc). Technology partner would also develop a compression engine so that images wherever required in the system can be compressed.

4.4.1.3 Data Verification and De-duplication

Technology partner will also develop a method to verify the records after new enrolment and editing in Jan Aadhaar Yojana for duplicate records with records already available in Jan Aadhaar Resident Data Repository (JRDR). It should validate the de-duplication on the resident detail like Name, Father Name, and Address, DOB, etc. and proceed further accordingly.

4.4.1.4 Data De-duplication (IBM MDM)

The de-duplication process should be designed in the way that it completes within 24-48 hours and it would be improved further. This process should be automated and does not rely on manual intervention. After successful verification the enrolment data will be moved in JRDR.

The de-duplication batches are to be maintained in the system and each new record moved into JRDR should be linked to de-duplication batch number.

Technology partner would also be responsible for Installation, Administration and configuration along with development of required processes on IBM MDM for de-duplication in Jan-Aadhaar scheme.

A dashboard would also be published for MDM processed showing detail of batches completed, in-process, etc. and time-taken by batch (steps under a batch and time taken at each step), number of families/members processed etc.

A provision would also to be provided in application for showing rejected, successful, duplicate suspected to the field users so that action may be performed by field users.

4.4.2 Seeding

Seeding is process of inserting Jan Aadhaar ID, Bank account, mobile, etc. details of resident against a scheme id. The Application Framework would provide seeding utilities that would allow user to seed data manually & in semi-automated mode (batch seeding).

It is also possible that Departmental software applications can leverage the web services exposed by Jan Aadhaar Resident Data Repository to seed their databases. Departments may also provide data of schemes beneficiaries which may be compared with Jan Aadhaar enrolment data using IBM MDM/SAS dataflux/etc.

4.4.3 Direct Benefit Transfer (DBT Engine)

Direct Benefit Transfer (DBT) envisages transfer of benefits directly to core bank enabled bank account of the beneficiaries for the identified schemes.

Technology partner will develop solution for direct benefit transfer and Linkage with RPP, IFMS, NPCI and tracking of deposits. Delivery of non-cash benefits to intended beneficiaries using Jan Aadhaar database in a biometrically/other secured manner.

DBT Engine may be used where schemes do not have their own software or do not have benefit transfer facility, such schemes may be on-boarded on DBT engine for providing benefit transfer including enrolment, validation/verification, benefit transfer, etc.

4.4.3.1 Sharing of DBT Information with GoI

Integration with different applications of Govt. of India for sharing information of Beneficiaries/DBT. Currently information is being shared with PM-KISAN, DBT Bharat Portal of Govt of India, etc. In future as per the requirement of Govt of India information may also be shared with other applications.

4.4.4 Jan Aadhaar Application Integration with core Components of DoIT&C

Integration of the following core components of DoIT&C with the Jan Aadhaar application is required to run the Jan Aadhaar application seamlessly.

If any new integration requires or existing integration needs to be change in future technology partner will accordingly integrate or change the integration.

4.4.4.1 SMS Gateway (e-Sanchar)

To inform the citizen with enrolment status and transaction events, SMS will be sent to citizen in real-time/ batch mode. Citizen would get the information through SMS on DBT, Enrolment, etc. The Jan Aadhaar framework should also support an SMS Gateway, which may be configured to send periodic alert to designated users.

4.4.4.2 Integration with Email Solution

Technology Partner integrate the application with email solution of DoIT&C to send email regarding systems events, auto generated reports to various stakeholders, etc..

4.4.4.3 Document management system (DMS)

DMS in simple words, is a document management system. All types of documents of the citizens require for the enrolment i.e. Aadhaar, ration card etc. can be uploaded in DMS. Moreover, users/ citizens can access their documents anytime anywhere.

Technology partner would also be responsible for Installation, Administration and configuration along with development of required services on DMS/FileNet for storing documents in Jan-Aadhaar scheme.

A dashboard would also be published for FileNet showing detail of families whom document uploaded along with version history, type of document, etc.

4.4.4.4 Single Sign On

Rajasthan SSO (or commonly known as Single Sign On) is a platform created by the Government of Rajasthan to provide Government-to-Government & Government-to-Public services to its citizens. RajSSO (Rajasthan Single Sign On) provides the facility of one person, one identity. It would be used to log in to the Jan Aadhaar. Thus, Technology partner needs to integrate this with the Jan Aadhaar application for the user authentication for the Jan Aadhaar application and the mobile application and provide facility of authentication using Aadhaar.

4.4.4.5 Integration with State Master Data

Government of Rajasthan has created a platform to standardize demographic and other master data is being used by all applications. This step enables government to increase integration possibilities of different applications. For this, Jan Aadhaar Applications location master needs to be mapped with the State Master locations that include District, Block, City, Gram Panchayat, Ward, Village, Bank, Branch, Caste, etc.

4.4.4.6 e-Mitra

Government of Rajasthan has created a platform to access all Government services through e-Mitra. Jan Aadhaar application will be integrated with e-Mitra application and only authorized user can access the Jan Aadhaar application through e-Mitra application.

4.4.4.7 Raj e-Sign

Raj eSign is a service for electronic signatures without using physical cryptographic token. Technology partner will integrate this service in Jan Aadhaar application to offer Aadhaar holders a way to sign electronic forms and documents. Based on the requirement signing using digital signature facility may also be developed.

4.4.4.8 Raj Sewa Dwar (RSD)

Raj Sewa Dwar acts as the centralized Middleware Enterprise Service Bus (ESB) for inter application connectivity.

4.4.5 Jan Aadhaar Services integration with Other Departmental Portal and application

Technology Partner will develop Jan Aadhaar services to integrate various Departmental applications and schemes. Govt has notified various citizens' welfare schemes for direct benefit transfer. Government may include other schemes subsequently for direct benefit transfer through Jan Aadhaar Yojana.

4.4.5.1 Jan Aadhaar Social Audit (Gram Sabha)

Government has decided to present Prashasanik Prativedan Document twice in a financial year for each Gram Panchayat/Ward having family's data with the benefits disbursed by Government under different welfare schemes. These files will be generated and made available to the officers on Jan Aadhaar Application. This would also be integrated with Jan-Soochna portal.

4.4.5.2 Jan Soochna Portal

The objective of the Jan Soochna portal is social audit in addition to provide information of government departments, authorities and corporations with ease.

In addition to the above applications integration, Technical Partner will also develop the Jan Aadhaar services to integrate other application and schemes as required.

4.4.5.3 Jan Aadhaar Authentication

Services pertaining to OTP based Jan Aadhaar authentication will be developed by selected bidder and shared with respective departments which desire to avail to the authentication through Jan Aadhaar.

4.4.6 Transaction Mapper

The Jan Aadhaar application capture information/transaction of direct benefit transfer of schemes/services of various departments and will develop a DBT reporting tool where transactions both cash and non-cash, pertaining to a family will consolidated at one place by way of 'Transaction Mapper'.

All the transactional events will be linked with notifications to concerned stakeholders through SMS/e-mail. Multiple MIS reports will be available to the decision-maker and beneficiaries alike.

4.4.7 MIS Reports

Interface to fetch routine and customise reports as required. This interface will be designed by Technology Partner in such a manner that all required MIS reports can be viewed through mobile

devices so that designated officer can monitor various aspects of Jan Aadhaar scheme from remote location.

4.4.8 Mobile Application

The web services required for mobile application will be provided by the selected bidder in timely manner.

4.4.9 Interactive dashboard & Analytics Reports

The technology partner will be responsible to develop the interactive dashboard and various analytics report as per the requirement of the departments. The dashboard and analytics report will be developed using SAS Analytics /Qlik Sense/Jasper/etc based on the availability of tools.

4.4.10 Incident Management System

An Incident management application would be developed and integrated with Rajasthan Jan-Aadhaar Yojana to track the incident reported by users.

4.4.11 Card Printing & distribution Management System

Interface to provide tracking of number of Jan Aadhaar card sent for printing, printed & distributed. An option is to be provided to mark the card rejected and apply for replacement of the rejected card. This interface also provides option to citizens to request for Jan-Aadhaar card using SMS/ webpage link.

Various MIS Reports shall be generated as part of this module i.e. Card Status Report, Current Date Card Status Report, Kiosk wise Card Status Report, Card Pendency Report, Card Status Report card wise etc.

4.4.12 SLA Reporting Module

This module is to be developed to maintain SLA applicable in the project.

4.4.13 Project Budget and Utilization Management

This module is to be developed to maintain the budget allocated and expenditure made under the budget available for the Rajasthan Jan Aadhaar Yojana.

4.4.14 Financial Module

This module is to be developed to generate the various reports/sanctions based on which payment will be made to eMitra/Firms for enrolment/card distribution etc.

4.4.15 Admin Dashboard

Various kind of dashboards will be developed into the application to give summarized view of DBT, schemes, services, schedulers (DB, application), data centre resources allocated in the project and other activities in the system.

4.5 Jan Aadhaar Resident Data Repository

The overall context and scope of the Jan Aadhaar Resident Data Repository initiative is as below:

- The Jan Aadhaar Application Framework is expected to enable the state to build a clean Master database of state-specific residents. This would provide the platform to allow to:

(1) Build a master database of clean, authentic and up-to-date resident details using the Jan Aadhaar data as gathered during the Jan Aadhaar enrolment process,

(2) To regularly update the Jan Aadhaar Resident Data Repository.

- The Jan Aadhaar Resident Data Repository will be deployed in the State Data Centre and would be used to manage resident data. The various departments in the State are expected to access this data store via well-defined data API/s and then perform resident-data enrichment.

- It will also allow for security services for accessing the resident information via clearly defined role based access control. The service will also enable search of resident records by exact / partial match.

- An audit trail would be maintained for applications accessing Jan Aadhaar Resident Data Repository through services and ensure data transfer should be legitimate and secure. Jan-Aadhaar data sharing API should be designed in such manner so that only the relevant or the required data is shared.

4.6 Migration of existing Jan Aadhaar data

Technology partner will migrate the existing SRDH into Jan Aadhaar Resident Data Repository data. Technology Partner will ensure that there should not be any dependency on previous application and database after migration.

Migration of existing schemes/services (along with transactional/audit/etc. data) which are integrated to SRDH would be migrated to new Application.

The existing application is developed in Java/J2EE and deployed in IBM Websphere application server. The database of the application is in Oracle 12c.

4.7 Training & Capacity Building of the various stakeholders

The objective of this Training & Capacity Building is to familiarize the users with the new system. Technology Partner will provide documentation which would cover various aspects of the project. This documentation should be submitted as the project undergoes various stages of implementation. Indicative list of documents includes:

- **Training Material:** Training Material will include the presentations used for trainings and the required relevant documents for the topics being covered.
- **User Manuals:** User manual will include various details of the work done by the Technology partner like relevant regulations, major enhancements, key precautions & attention points etc.

4.8 Setup in DR Mode

Jan Aadhaar application would be n-tier Enterprise application that integrates with multiple departments' portals and critical applications. It would also have huge request load. Therefore Technology Partner should consider the system High Availability while designing and developing the application.

DR Site is the line of defence to preventing service failure in the face of catastrophic events such as natural disasters that cause system outages. Technology partner should develop, implement, configure and deploy the application at the proposed DR site after go-live once requisite resources are made available to technology partner.

Since all the Infrastructure and Servers comes under the RSDC (Rajasthan State Data Centre), Technology Partner should coordinate with the RSDC to setup the Disaster recovery site according to their policy.

4.9 Implementation of Aadhaar Data Vault

Aadhaar data vault under Jan-Aadhaar project would be implemented as per the guidelines issued by UIDAI on Aadhaar data vault.

4.10 Setup on Multiple domain

As per the requirement of RISL, the Technology partner will require to host part of the application on separate domains (URL). The Technology partner will be responsible for Safe to host certificate and SSL certificates for the entire contract period for all the domains.

4.11 Operation and Maintenance - Facility Management Services ("FMS")

The selected bidder shall provide Operations and Maintenance (O&M) services for Jan Aadhaar Application and Jan Aadhaar Resident Data Repository developed, starting from the Go-live date of Jan Aadhaar Application.

4.11.1 Deployment of Manpower

- a. The selected Bidder shall deploy sufficient manpower in development phase at onsite.
- b. The O&M Team would be deployed onsite from the start of O&M period till the end of contract period as per Annexure-1 of this RFP document.
- c. The minimum required technical qualifications and experience details for the onsite resources are provided in Annexure-1 of this RFP document.
- d. The proposed services shall be normally manned for a period of 9 hours each day (except Sunday) as per the requirement throughout the year or as decided by the Office of the Tendering Authority. But in exception condition or in urgency of work, the support might be required on holidays. The selected bidder shall maintain an attendance register for the resources deployed.
- e. Also, it would be the responsibility of the Selected Bidder to retain the deployed manpower for the entire Contract/ Project duration or in the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent minimum qualifications and experience. All such events should be notified prior to RISL in writing and should be in accordance with the SLAs mentioned in this RFP.
- 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. The Selected Bidder has to take approval from RISL for the proposed staff before their deployment. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.
- g. The Selected Bidder shall appoint personnel having proficiency with Hindi language.
- h. It is responsibility of the selected bidder to scale up the Operations & Maintenance (O&M) team as and when required to confirm smooth project execution throughout the duration

4.11.2 New Development and Enhancement:

The selected bidder shall be responsible for doing new development as per the requirement of RISL including but not limited to below:

- a. Addition of new services/schemes
- b. Third-party Application integration
- c. Modification/ up-gradation/ enhancement in the Process or functionality to fix some complex problem requests or defect fixing to upgrade the application performance.
- d. Update Web-portal & Application: design & content, layout, colour schema, input forms, etc.
- e. Development of new module/functionalities.
- f. MIS Reports (Jasper/Crystal Report/ Qlik Sense/etc.)
- g. Analytical Dashboards (SaS/ Qlik Sense/Tableau/etc.)

The selected bidder shall setup & maintain version control to track all the project artefacts under State data centre including source code and DB objects.

The enhancements, development of new modules, up-gradation & integrations, etc. in the software during O&M period shall have to be incorporated by the successful bidder in timely manner as desired by RISL with no extra cost to purchaser.

4.11.3 Managed Services during Operations and Maintenance Period:

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

- a. Performance Monitoring & Enhancement: RISL shall carry out the performance testing activity (load/ stress/ volume testing) as per the requirements to ensure that the application meets the required speed, scalability and stability requirements under the expected workloads and provide its recommendations. The selected bidder, based on the recommendations of RISL, shall incorporate changes in the software solution at NO extra cost, to ensure smooth functioning of the application under varying load requirements & ensure proper management of:
 - Concurrent users
 - CPU utilization
 - Memory utilization
 - Network utilization
- b. RISL may arrange for the audits of the application through a third party agency on timely basis. Based on the findings of audits, the selected bidder will have to bring in the necessary changes in the application to ensure the compliance in timely manner. These changes would have to be conducted by the selected bidder at no extra cost to RISL.

4.11.4 Training & Helpdesk Support (Incident/ Problem Management)

The successful bidder would be required to provide hands-on training to officers of the user department/ organisation/kiosks. Training could have multiple sessions as per the need and requirement of end user. Training to a batch of persons would be organized (including training kit/folder/digital content (pen drive), etc.) by successful bidder as per requirement on his cost. The selected bidder shall submit all the operational guidelines and user manual. The training plan and schedule shall be decided by RISL.

The selected bidder shall be responsible for preparation of all training material (in English & Hindi) and provide training to the stakeholders on the developed solution. The training material would include hard copy and soft copies of the training material along with multi-media for audio-visual training. The selected bidder shall be responsible for day-to day training, coordination between various stakeholders (departments/ kiosks) on various new features/ functionalities/enhancement added to the Jan Aadhaar Application, etc. during the entire O&M Period.

The successful bidder shall have to setup help desk support for users. Successful bidder shall provide two dedicated mobile telephone connections and connectivity at the Helpdesk for telephonic support during business hours i.e. from 9:00 AM to 7:00 PM. from Monday to Saturday. The Helpdesk shall include but not limited to the following:

- Handle teething issues of the departmental users and citizens.
- Reply to the queries/ feedback/ suggestions/ complaints received from all the stakeholders.
- The Help desk manpower shall ensure continuous availability. In case problem is communicated by any user, the same shall be got rectified as per SLA terms.
- Coordination for resolution of reported issues within the stipulated timeframe as per the SLA.
- Help desk should provide handholding support through online/telephone line

4.11.5 Operations & Maintenance Reports

The Selected Bidder shall have to submit key deliverables during Operations and Maintenance Period which are mentioned hereunder. However, in addition to the reports/ deliverables as indicated below, the selected bidder shall prepare and submit all other required information in the desirable format as notified by the purchaser related to project.

The formats for all the reports shall be prepared by the selected bidder and submitted to the purchaser for approval. The reports submitted by the selected bidder should strictly be in the approved format only which, if required, may be revised from time to time.

Operation and Maintenance Report				
S.No.	Activity	Deliverable	Frequency	Time Frame
1	Deployment of Manpower	Attendance Report of onsite team deployed duly approved by designated authority.	Quarterly	Within 1 week of end of each quarter
2	New Development and enhancement	Development/ Enhancement/ up-gradation/ modification reports.	Quarterly	Within 1 week of end of each quarter
3	Managed Services during Operations and Maintenance Period	Consolidated Report on Calls Logged, Resolved and Escalated.	Quarterly	Within 1 week of end of each quarter

4	Man power replaced in the project	Report on the man power replaced in the project stating the reason of replacement	Quarterly	Within 1 week of end of each quarter

4.11.6 Backup of Data:

Though backup of the data is responsibility of the data centre operator in state data centre. But, the successful bidder would provide information of the data locations need to be back-up along with frequency.

4.11.7 Miscellaneous Works:

The successful bidder will perform all such works which are required for successful working of the application.

Note: The scope of development/enhancement is not limited to above activities. RISL may introduce new processes/ modules as per their requirements and may change the existing processes as per their requirement. All these would be in scope of FMS services.

5. Project Deliverables

Certain key deliverables are identified for each of the parts/ stages, which are mentioned below. The selected bidder, shall submit below mentioned deliverables timely to the user department to ensure the timely and smooth execution of project

Bidder should take approval of templates of all the deliverables from RISL before submission of deliverable to purchaser

S.No.	Particulars
Stage I:	
	Detailed Project Plan
	SRS, FRS, User Manual, Database Design document, Technical design document and training material on the application software
	User Acceptance Test Reports
	Safe to Host Certificate for the application softwares from empaneled agency GOR / GOI
	SSL certificates required for Web cum Application Servers for the entire contract period
	Performance tuning parameters for fine tuning application on server at SDC
	Training to users as per directions of RISL along with training material
	Any other third party software used by the firm in the application software
	Complete Source Code Application Software's including DB objects (as per scope of tender)
Stage II:	
	Technical design document
	UAT Test cases and Test Results
Stage III:	
	Support Manpower at RISL
	Safe to Host certification to be taken from empaneled agency of Deity, GOI / GOR as per the frequency communicated by RISL
	Training / Hand-holding support to users as per directions of RISL along with training material
	Generation of MIS reports
	Troubleshooting of bugs in the application software & performance tuning of software's
	Help-desk facility for the end users of departments
	Maintenance/ Up gradation/ Enhancements/ development of new modules of the software as per requirement and submission of quarterly report of changes made in the software

6. Project Duration and Time Schedule

The entire process is divided into two stages. First stage would involve understanding the requirement and preparation of report with regard to the same. After approval of the requirement specification report, the bidder would be required to develop/customize the application software as per scope of work mentioned in the tender.

In the second stage the successful bidder would be required to provide day to day support in the form of helpdesk, training and enhancement / development of new modules etc. on the application software and submit MIS report required by RISL/user department.

Phase – I

S. No.	Activity	Time Schedule
a)	Understanding of the User Requirement	Within 15 days from the date of signing of agreement.

b)	Submission of System Requirement Specification Report	Within 30 days from the date of signing of agreement.
d)	Design, Develop & Testing of Jan Aadhaar Application System along with Migration of SRDH into Jan Aadhaar Resident Data Repository.	Within 120 days from the date of approval of the System Requirement Specification report.
e)	User Acceptance Testing	Within 135 days from the date of approval of the System Requirement Specification report.
f)	Safe to host certification & Rollout of Jan Aadhaar Application – Go – Live	15 days from date of completion of UAT

Phase -II

S. No.	Activity	Time Schedule
b)	Migration of existing schemes/services which are integrated with SRDH	Within 90 days from the Go-Live of Phase-1

Phase - III

S. No.	Activity	Time Schedule
a)	Day to day operations and management of application software	For the entire FMS period of Five years from go-live of Phase-1.
b)	Upgradation / enhancement/development of new modules/ maintenance of application software as per requirement of RISL/user department/ organization	As and when required.
c)	Submission of monthly/quarterly reports as per scope	Monitoring dashboard and MIS reports on Jan Aadhaar Application is to be provided.
d)	Help Desk Support	At least Two mobile number should be provided for telephonic support.
e)	Troubleshooting/Bugs removal	Bugs in the application software to be resolved within 48 hours of intimation.
f)	Training	Officials of the concerned department, eMitra Kiosks

7. Payment Schedule

Selected Bidder is expected to carry out all ground work for implementation including documentation, coordination with RISL and other stakeholders of the project, site visit, etc. These reports or deliverables are to be submitted timely by Selected Bidder to RISL to ensure timely and smooth execution of the project. Certain key deliverables are identified for each of the parts/stages, which are mentioned here under. However, Selected Bidder has to prepare and submit any required information in form of Reports / excel sheet / document desired by RISL related to Jan Aadhaar Application other than defined here under in the table.

- a) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate 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.

- b) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- c) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the supplier/ selected bidder.
- e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) 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.
- g) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- h) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

Sr. No.	Cost Head	Activity / Milestone	Deliverables/ Deliverable (Reports/Documents)	Payment terms in %
1.	JAN AADHAAR Application	Acceptance of System Requirement Specification and Functional Requirement Specifications for Application software's	Approved SRS & FRS document by project steering committee.	10% payment of Total cost of Jan Aadhaar Application Development
		UAT of complete Jan Aadhaar Application with Data migration – Go Live	<ul style="list-style-type: none"> • User manual, Technical and database design document • UAT Test cases and Test Results etc. • Go-Live declared by project steering committee. 	40 % payment of Total cost of Jan Aadhaar Application
		Migration of existing schemes/services which are integrated with SRDH	<ul style="list-style-type: none"> • Service Integration document, Technical and database design document • UAT Test cases and Test Results and System Generated Transaction Report from Production etc. • Go-Live declared by project steering committee. 	30 % payment of Total cost of Jan Aadhaar Application
		Maintenance of Jan Aadhaar Application during complete O&M period	Operational availability of developed Jan Aadhaar Application	20% payment of Total cost of Jan Aadhaar Application Development on

				quarterly basis along with O&M charges equated in 20 installments
2.	Training	Training on Jan Aadhaar Application	User manual (Role wise) and Training material on application software	100% payment after successful completion of trainings and submission of deliverables. The payment shall be made on quarterly basis for trainings completed during that quarter.
3.	Operation & Maintenance	Facility Management Services	Attendance and work verification Report by the officer in-charge.	Quarterly payment equated in 20 installments

8. INSTRUCTION TO BIDDERS

8.1 Sale of Bidding/ Tender Documents:

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

8.2 Pre-Bid Meeting/ Clarifications:

- a. Pre-requisite: Submission of tender fees as mentioned in NIT.
- b. Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- c. 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.
- d. The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - i. Last date of submitting clarifications requests by the bidder: as per NIB
 - ii. Response to clarifications by procuring entity: as per NIB
- e. 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.

8.3 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 document 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.

8.4 Period of Validity of Bids:

- a. Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b. Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as a 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 new bid security is considered to have refused the request to extend the period of validity of its Bid.

8.5 Format and Signing of bids:

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

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
1.	Bidder's Authorization Certificate along with a copy of PoA/ Board resolution stating that Auth. signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4 (PDF)
2.	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)
Technical Documents		
1.	Self-Declaration along with Tender Form	As per Annexure-5 (PDF)
2.	Certificate of Conformity/ No Deviation	As per Annexure-6 (PDF)

- e. A financial bid shall include the following documents: -

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

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

8.6 Cost & Language of Bidding:

- a. The bidder shall bear all costs associated with the preparation and submission of its Application, 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 the English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

8.7 Alternative/ Multiple Bids:

Alternative/ Multiple Bids shall not be considered at all. Also, the bidder shall not quote for multiple brands/ make/ models but only one in the technical Bid.

8.8 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. The security deposit is to be enforced to maintain the continuity in services by the agencies. Bid security shall be 1% of the estimated procurement cost, 0.25% of estimated procurement cost for Small Scale Unit (S.S.I.) of Rajasthan and 0.50%, estimated procurement cost for Sick Industries, for Sick Industries other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction.
- b. 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.
- c. Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- d. Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- e. The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in the specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- f. 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.
- g. Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- h. 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.

- i. The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- j. The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i. when the bidder withdraws or modifies its bid after opening of bids;
 - ii. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
 - iii. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv. when the bidder does not deposit the performance security within a specified period after the supply/ work order is placed; and
 - v. If the bidder breaches any provision of a code of integrity, prescribed for bidders, specified in the bidding document.
- k. Notice will be given to the bidder with a reasonable time before bid security deposited is forfeited.
- l. No interest shall be payable on the bid security.
- m. 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.
- n. The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - i. the expiry of the validity of bid security;
 - ii. the execution of an agreement for procurement and performance security is furnished by the successful bidder;
 - iii. the cancellation of the procurement process; or
 - iv. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

8.9 Deadline for the submission of Application form:

- 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 is 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 the issue of corrigendum, a 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 the 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.

8.10 Withdrawal, Substitution, and Modification of Bids:

- a. If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit."
- b. Bids withdrawn shall not be opened and processes further.
- c. No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of Bid.

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

8.12 Selection Method

The selection method is Least Cost Based Selection (LCBS or L1) on the grand total of BoQ.

8.13 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 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.

8.14 Evaluation & Tabulation of Technical Bids

- a) Determination of Responsiveness
 - a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.

- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
 - c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids, if applicable.
 - d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
 - e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) Non-material Non-conformities in Bids
- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) Technical Evaluation Criteria
- Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause "**Format and Signing of Bids**". Any critical noncompliance/ deviations may lead to disqualification of the Bidder.
 - Only those bidders who qualify through the Technical Qualification stage will be short listed for opening of financial bids/ evaluation.
- d) 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.
- e) 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.

- f) 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.

8.15 Evaluation & Tabulation of Financial Bids

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

- a) For single part/ cover Bid system, where Bid is received in single cover along with requisite bid security, processing fee or user charges and price of bidding documents within specified time, it shall be considered for financial evaluation by the Bids evaluation committee;
- OR
- For two part/ cover Bid system, the financial Bids of the 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 recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

8.16 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.

8.17 Price/ purchase preference in the evaluation

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

8.18 Negotiations

- a. Except in case of procurement by the method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b. Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c. The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d. The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regard holding of negotiations.
- e. Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have the 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 counteroffer 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.

8.19 Exclusion of Bids/ Disqualification

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

8.20 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: -
 - i. the Bid is technically qualified;
 - ii. the price quoted by the bidder is assessed to be reasonable;
 - iii. the Bid is unconditional and complete in all respects;
 - iv. there are no obvious indicators of cartelization amongst bidders; and
 - v. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b. The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c. In case of dissent by any member of the bid evaluation committee, the next higher authority in the 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, the market assessment shall be carried out for estimation of market depth, eligibility criteria, and cost estimate.

8.21 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. The decision on Bids shall be taken within the original validity period of Bids and time period allowed to procuring entity for taking a decision. If the decision is not taken within the original validity period or time limit allowed for taking a decision, the matter shall be referred to the next higher authority in the delegation of financial powers for decision.
- c. Before the award of the contract, the procuring entity shall ensure that the price of a successful Bid is reasonable and consistent with the required quality.
- d. A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e. The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f. Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g. As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h. If the issuance of a formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter

of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document and accepted by the bidder. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

- i. The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed, and its performance security is obtained.

8.22 Information and publication of the award

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

8.23 Procuring entity's right to accept or reject any or all Bids

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

8.24 Right to vary the 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 to any claim or compensation.
- b. Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - 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

8.25 Performance Security

- a. Prior to the execution of the agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b. The amount of performance security shall be 2.5% of the amount of work order in case of procurement of services. In the case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.50% of the amount of work order and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.
- c. The performance security shall be furnished in any one of the following forms: -
 - a) Bank Draft of Banker's Cheque of a scheduled bank.
 - b) National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c) Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be the same as mentioned in the bidding document for bid security;

- d) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of the bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without the requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d. Performance security furnished in the form specified in clause [b]) to [d)] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e. Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - i. When any terms and condition of the contract is breached.
 - ii. When the bidder fails to make complete supply as per the scope of tender document.
 - iii. if the bidder breaches any provision of a code of integrity, prescribed for bidders, specified in the bidding document.
- f. Notice will be given to the bidder with a reasonable time before PSD deposited is forfeited.
- g. No interest shall be payable on the PSD.
- h. The PSD shall be returned/refunded after completion of the Contract period.

8.26 Execution of agreement for Rate Contract

- a. A procurement contract shall come into force from the date on which agreement is signed with the bidder.
- b. The successful bidder shall sign the procurement agreement within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c. If the bidder, who's Bid has been accepted, fails to sign a written procurement agreement or fails to furnish the required security deposit within the 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 with the bidder and may debar the bidder from participating in any future bid.
- d. The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased from anywhere in Rajasthan only.
- e. Bidder has also to sign Non-Disclosure agreement with the tendering authority as per indicative format attached in Annexure-13

8.27 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 the 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 the confidentiality of such information.

8.28 Cancellation of the 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 -
- at any time prior to the acceptance of the successful Bid; or
 - 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 a decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
- 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;
 - 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.

8.29 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 include provisions for: -
- Prohibiting
 - 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;
 - any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness, and progress of the procurement process;
 - 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;
 - any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - 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;
 - any obstruction of any investigation or audit of a procurement process;
 - disclosure of conflict of interest;
 - 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.

8.30 Conflict of Interest

A bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to:-

- a) they have controlling partners in common;
- b) they receive or have received any direct or indirect subsidy from any of them;
- c) they have the same legal representative for purposes of the bid;
- d) they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
- e) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as bidder/authorised partner, in more than one bid; or
- f) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidder shall provide in Eligibility Criteria documents, a statement that the bidder is neither associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

8.31 Interference with the Procurement Process

A bidder, who: -

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

8.32 Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract," the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.

- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
First Appellate Authority: Principal Secretary, IT&C, GoR
Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure-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 the fee.
 - c. Every appeal may be presented to the First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
 - a. Fee for the first appeal shall be rupees two thousand five hundred and for the second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
 - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon the filing of the appeal, shall issue notice accompanied by a copy of appeal, affidavit, and documents, if any, to the respondents and fix the 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 the order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of the 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.

8.33 Stay of procurement proceedings

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

8.34 Vexatious Appeals & Complaints

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

8.35 Offenses by Firms/ Companies

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

8.36 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 the 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.

8.37 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 deployment period.
- b. During the deployment period, the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of resource deployment is in proportion to the total deployment period given if it is a severable contract, in which the deployment of resources 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 deployment of resources and service is observed, a performance notice would be given to the selected bidder to speed up the deployment.
- d. Any change in the constitution of the firm, etc. shall be notified forthwith 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 the procuring entity.

8.38 Verification of Eligibility Documents by RISL

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 the verification process, strict action shall be taken as per the RTPP Act 2012.

8.39 General Instructions

Anything that is not mentioned/ covered explicitly in the RFP shall be governed by RTPP Act, 2012 and Rules thereto.

9. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

The procurement process under this bidding document, terms & conditions mentioned herein are governed by the RTPP Act, 2013. Bidder should read these conditions carefully and comply strictly while sending their Bid.

9.1 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 herein.
- 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 therefrom, as may be made pursuant to the Contract.
- d) "Day" means a calendar day.
- e) "Deployment" means the on boarding of resources from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) "Delivery" means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- g) "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.
- h) "Services" means all of the specialized manpower services that the successful/ selected bidder is required to provide to the Purchaser under the Contract.
- i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.
- j) "Purchaser" means the entity purchasing/procuring the manpower services, as specified in the bidding document.
- k) "Related Services" means the services incidental to the supply of the manpower services, such as insurance, training, and other similar obligations of the successful/ selected bidder under the Contract.
- l) "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 services to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- m) "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.
- n) "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 eligibility conditions, specifications, (educational qualifications, experience and certifications, etc.) of the proposed manpower and related services to be rendered. If the bidder has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the Bid and signing the contract refer the same to the procuring entity and get clarifications.

9.2 Verification of Eligibility Documents by purchaser

"Purchaser 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 purchaser, make available

all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by purchaser shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of purchaser thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act.

9.3 Contract Documents

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

9.4 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.

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

9.6 Joint Venture, Consortium or Association

Joint venture, consortium is not allowed to bid.

9.7 Eligible Goods and Related Services

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance,

transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.

- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.
- c) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

9.8 Service of Notice, Documents & Orders

- a) A notice, document or order shall be deemed to be served on any individual by –
 - a. delivering it to the person personally; or
 - b. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 - c. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- b) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

9.9 Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the deployment of resources and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such services mentioned in the Contract, but that can be reasonably inferred from the Contract as being required for attaining deployment and completion of the deployment of resources and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply hardware/ software that is likely to be declared as End of Sale on the date of bidding and End of Service/ Support for a period of 5 Years from the last date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

9.10 Delivery & Installation

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges

of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

- e) All title of the assets is to be transferred to RISL or its nominated agencies on the day of the successful delivery / installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of titleship of assets shall be borne by the selected bidder/authorized partner.

9.11 Supplier's/ Selected Bidder's Responsibilities

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

9.12 Purchaser's Responsibilities

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

9.13 Contract Price

- a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions therefrom, as may be made pursuant to the Contract.
- b) Prices charged by the Supplier/ Selected Bidder for 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.

9.14 Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected services shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold an amount to the extent of short supply, or for rejected services 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 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.

9.15 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, the selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until the deployment of the contracted services to the Purchaser.
- 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, deductions, allowances or privileges may be available to the selected bidder, the Purchaser shall use its best efforts to enable the selected bidder to benefit from any such tax savings to the maximum allowable extent.

9.16 Copyright/Intellectual Property Rights

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.

9.17 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 during the course of agreement and after two years of completion or termination, for whatever reason, of the Contract.

9.18 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.

9.19 Specifications & Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.
- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

9.20 Packing and Documents

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

9.21 Insurance

- a) The goods will be delivered at the destination godown in perfect condition. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The

insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.

- b) The goods will be delivered at the FOR destination in perfect condition.

9.22 Transportation

- a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. In the event of any loss, damage, breakage or leakage or any shortage the bidder shall be liable to make good such loss and shortage found at the checking/ inspection of the material by the consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ selected bidder's bill.

9.23 Inspection

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

9.24 Samples

- a) When notified by the Purchaser to the supplier/ bidder/ selected bidder, Bids for articles/ goods marked in the BoM shall be accompanied by four sets of samples of the articles quoted properly packed. Such samples if submitted personally will be received in the office. A receipt will be given for each sample by the officer receiving the samples. Samples if sent by train, etc., should be dispatched freight paid and the R/R or G.R. should be sent under a separate registered cover. Samples for catering/ food items should be given in a plastic box or in polythene bags at the cost of the bidder.
- b) Each sample shall be marked suitably either by written on the sample or on a slip of durable paper securely fastened to the sample, the name of the bidder and serial number of the item, of which it is a sample in the schedule.
- c) Approved samples would be retained free of cost up to the period of six months after the expiry of the contract. RISL shall not be responsible for any damage, wear and tear or loss during testing, examination, etc., during the period these samples are retained. The Samples shall be collected by the supplier/ bidder/ selected bidder on the expiry of stipulated period. RISL shall in no way make arrangements to return the samples. The samples uncollected within 9 months after expiry of contract shall be forfeited by RISL and no claim for their cost, etc., shall be entertained.
- d) Samples not approved shall be collected by the unsuccessful bidder. RISL will not be responsible for any damage, wear and tear, or loss during testing, examination, etc., during the period these samples are retained. The uncollected samples shall be forfeited and no claim for their cost, etc., shall be entertained.
- e) Supplies when received may be subject to inspection to ensure whether they conform to the specifications or with the approved samples. Where necessary or prescribed or practical, tests

shall be carried out in Government laboratories, reputed testing house like STQC (ETDC) and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of such tests.

- f) The supplier/ selected bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/ or inspections of the Goods and Related Services as are specified in the bidding document.

9.25 Drawl of Samples

In case of tests, wherever feasible, samples shall be drawn in four sets in the presence of supplier/ bidder/ selected bidder or his authorized representative and properly sealed in their presence. Once such set shall be given to them, one or two will be sent to the laboratories and/ or testing house and the third or fourth will be retained in the office for reference and record.

9.26 Testing charges

Testing charges shall be borne by the Government. In case, test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

9.27 Rejection

- a) Articles not approved during inspection or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of RISL work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

9.28 Procuring entity's right to accept or reject any or all Bids

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

9.29 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deploy any or all of the resources 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 rate 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 deployment 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 deployment in the bidding document shall be deemed to be the essence of the contract, and the supplier/ selected bidder shall arrange related services within the specified period.

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

No.	Condition	LD %*
a.	Delay up to one-fourth period of the prescribed period of deployment	2.5 %
b.	Delay exceeding one fourth but not exceeding half of the prescribed period of deployment	5.0 %
c.	Delay exceeding half but not exceeding three fourth of the prescribed period of deployment	7.5 %
d.	Delay exceeding three fourth of the prescribed period of deployment	10.0 %

- i. The fraction of a day in reckoning period of delay in resource deployment and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.

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

9.30 Authenticity of Equipment

- a) The selected bidder shall certify (as per Annexure-6) that the supplied goods are brand new, genuine/ authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic or not to conform to the description and quality aforesaid or have determined (and the decision of the Purchase Officer in that behalf will be final and conclusive), notwithstanding the fact that the purchaser may have inspected and/ or approved the said goods, the purchaser will be entitled to reject the said goods or such portion thereof as may be discovered not to conform to the said description and quality, on such rejection the goods will be at the selected bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The selected bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchase Officer, otherwise the selected bidder shall pay such damage as may arise by the reason of the breach of the condition herein contained. Nothing herein contained shall prejudice any other right of the Purchase Officer in that behalf under this contract or otherwise.
- c) Goods accepted by the purchaser in terms of the contract shall in no way dilute purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

9.31 Warranty

- a) The bidder must supply all items with comprehensive on-site OEM warranty after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the PO.
- b) At the time of goods delivery, the selected bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The purchaser shall give a written notice to the selected bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The purchaser shall afford all reasonable opportunity for the selected bidder to inspect such defects. Upon receipt of such notice, the selected bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the selected bidder shall be delivered at the respective location without any additional costs to the purchaser.
- d) If having been notified, the selected bidder fails to remedy the defect within the period specified, the purchaser may proceed to take within a reasonable period such remedial action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.
- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- f) The warranty on supplied software media, if any, should be at least 90 days.

9.32 Patent Indemnity

- a) The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

9.33 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.

9.34 Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or another 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 the RISL in writing of such conditions and cause thereof within 15 days of the 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, the RISL may take the case with the supplier/ selected bidder on similar lines.

9.35 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 in any one or more of the followings:
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the 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 deployment of resource and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

9.36 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 deployment of resource or any extension granted thereof; or

- c. If the supplier/ selected bidder, in the judgment of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
- d. If the supplier/ selected bidder commits a breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, the amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior-most finance person available in the office and of a 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 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, the termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

C. Termination for Convenience

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The services that are complete and ready for deployment/ delievery within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining services, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Services Or and for materials and parts previously procured by the supplier/ selected bidder.
- iv. As on effective date of termination, Tendering Authority shall pay:
 - a. The unpaid value of all the assets/ services supplied by the bidders and accepted by the purchaser in accordance with the tender document.
 - b. All the services delivered by the bidder and accpeted by the purchaser, the consideration payable shall be based on services rate as per agreement.

9.37 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 a six (6) months 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 the selected bidder, will only be returned after the successful transfer of the entire project, including its infrastructure (if any).
- 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 the 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 this bidding document without prior written notice and approval of RISL, supplied hardware, software & documents, etc., used by a 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 updated 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 the 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 the 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 the 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 the new operator during the transition period.

9.38 Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and RISL during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) The settlement of Disputes shall be as per the process defined under Rajasthan Transparency Public Procurement Act 2012.
- c) 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.

10. SOFTWARE TERMS AND CONDITIONS OF TENDER & CONTRACT

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

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

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

1. Technology

- Application software should be web enabled based on client server technology. The central server will be placed at Rajasthan State Data Centre, Jaipur
- Front End : Platform of application should be Java/J2EE(Spring, hibernate)
- Application server: Websphere / Weblogic
- RDBMS Compatibility : Should be capable of being deployed with Oracle 12c or higher version

2. Database

Database shall comprise of

- A comprehensive electronic record of approx. 8 crores residents of the state
- Scanned documents related with enrolment of residents
- Direct benefit transfer to beneficiaries
- The database shall be capable to handle high volume transactions.

3. Third Party Integration

The application will be integrated with following third party applications but not limited to:

- IFMS (Integrated Finance Management System)
- RPP/NPCI/etc.
- Document Management System
- SMS gateway
- Email Solution
- Enterprise service bus
- E-Sign

4. Features

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

- To adopt a J2EE based standard approach.
- To develop a scalable, extensible architecture and maintainable with acceptable response time.
- To ensure security and privacy of data for multiple users.
- Encryption and decryption facility to be provided in application as per requirement of RISL.
- To develop generic interfaces for common infrastructure services such as security, authorization and access control such that they can be reused in other applications.
- Based on the data requirements from and to the IT System, generic interfacing modules would be provided. The interface with external application should be facilitated using web service to provide data in a XML/JSON format and accept data provided in a XML/JSON format.
- Facility to interact with gateways wherever required like SMS gateway, Email Solution etc.
- The application software should provide flexibility of being customizable to meet specific requirement of different departments /organization.

5. Testing

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

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

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

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

6. Release and Deployment Management

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

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

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

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

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

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

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

11) **Application source code & Documents Prepared by the Bidder to be Property of Purchaser:** All plans, drawings, specifications, designs, source code and other documents prepared by the successful bidder in the execution of the contract shall become and remain the property of the Purchaser, and before termination or expiration of this contract, the successful bidder shall deliver all such documents to the Purchaser under the contract along with the detailed inventory thereof. The bound two set of copies of Project Plan, Documentation of System Study, System Requirement Specifications (SRS), Functional Requirement Specification, System Design Documentation (SDD), Test Plans, Test Cases Document (Unit, User Acceptance), Test Reports, User Manuals etc. are to be

handed over to the Purchaser after its completion at respective stages along with its softcopies on the latest media available at that time.

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

15) Other Facilities:

- The Rajasthan Jan Aadhaar Authority Act, 2020 is to be strictly followed.
- Facility for strong Vigilance/Audit/Security/Management system with related Reports
- System should be configurable to create various types of users on the portal viz. system administrator, departmental user etc.
- Comprehensive Matrix of Authorisation for each user in the system;
- Audit trail of the entire system operations should be maintained in secured environment.

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

1. The Technology Partner will use industry standard methodology for Software Engineering, covering the entire SDLC (Software Development Life Cycle).
2. **Web Based:** The Jan Aadhaar Application will a web based application which would be connected through central servers through primary network connectivity.
3. **Browser Independent:** The application software should be web enabled so that the same can be accessed by users from anywhere, anytime. It is imperative that the user interface of the application software should be browser based so that the users can access the software using internet (HTTP protocol). The software should be compatible with all popularly used browsers.
4. **Audit Trail:** The application software should provide for proper audit trail for any change made in the data. The software should be capable to store IP addresses, date and timestamp and other identities of the applicant entering online data and IP address and user code, date & time stamp of user creating application rules, editing any rules, editing masters etc. The system should maintain proper logs of any changes made in the data. All deleted and edited records should be traceable and copy of all editions/ deletions should be available with MIS reporting of the same.
5. **Validation Checks:** The application software should incorporate proper validation checks so that garbage data is not stored in the database. The validation checks should be able to minimize data entry mistakes.
6. **Security:** The application should be designed and developed by incorporating security features as per the best industry practices. To maintain information security at transaction level, application should support both HTTP and HTTPS. The specific elements of the application should be provided access to authorized personnel. Wherever required the data should be encrypted.

The bidder shall, to the extent relevant and possible, be guided by the standard information systems security policies and guidelines or suitable Industry standards. Appropriate access and authorization controls should be incorporated into the software. The bidder should also provide configurable User and Role-based security for the Menu Options of the application. Individual user will be protected with access rights. Individual users should not be able to access data of other users

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

- Definition of Roles and Users
 - Define role-wise add/edit/view/delete rights for each entry form/ report in all modules
 - Digital time and user stamping of each transaction
7. **Transaction Accuracy & Consistency:** The application software should ensure accuracy and consistency of data in database and reports. The transaction accuracy would be measured from the number of reported errors vis-à-vis number of transactions. The transaction data should meet ACID property. The software should maintain 100% data accuracy and consistency.
 8. **Bilingual User Interface:** The application software should have a user friendly interface. Jan Aadhaar Application should support Unicode standard based Bi-lingual versions for user interface. The users should see the labels and captions on selected language, the System Integrator must translate, at its own, the equivalent State specific local language Captions for the English version (without altering the meaning) of the Web Portal and the same must be submitted to RISL for approval before implementation/ uploading or vice-versa.
 9. **Safe to Host Certificate:** The Selected Bidder shall get the Safe to Host Certification done for Jan Aadhaar Application as a pre-requisite for Go-Live. Selected Bidder shall remove the vulnerabilities identified during the Safe to Host certification and then deploy Jan Aadhaar Application at RSDC.
 10. **Digital Signature:** The software should facilitate digital signing and eSign of documents before submitting or uploading them in the System for verification and other reason.
 11. **Online Help:** The software should provide Online Help facility for the end-users to operate the software with ease and speed. The help may be in any of the forms viz. PDF file, PPT, Video etc.
 12. **Adherence to Guidelines :** The web enabled application software should comply with the guidelines issued by DoIT&C, Govt. of Rajasthan for development of websites and available at <http://doitc.rajasthan.gov.in> and Guidelines for Indian Government Websites (GIGW) issued by Department of Information Technology (DIT), Government of India (GoI) and available at <http://doitc.rajasthan.gov.in> and <http://web.guidelines.gov.in>. The Technology Partner will be responsible for the development of dynamic content and feature rich Web application for the department. All the sections of the Web application should be of dynamic nature.
 13. **Version Control & Archiving:** The Technology Partner needs to maintain version control software which would provide version control and archiving facility for application source code, documents, etc. as strict version control is necessary for legal accountability, backup. A simple but powerful interface must be provided for these features viz. date based snapshots, version comparing etc. Check in and checkout ability is therefore an essential component of content management. Versioning should also allow contributors to know whether they are working with the latest version, and allow them to merge changes made in separate versions when needed.
 14. **N-Tier model:** N-Tier model is the framework in which application user interface, logic, data, and their associated processing and repair are separated from each other in logical manner is more flexible in response to changes in internal logic, platforms, and structures; this isolates/minimizes the impact of change. Considering requirements of ease of support, scalability and interoperability, N-tier model is proposed.

17) Exit Plan after completion of project period:

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

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

11. SERVICE LEVEL STANDARDS/ REQUIREMENTS/ AGREEMENT

- 1) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from successful bidder, in an efficient manner to the identified users under this tender. This section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The successful bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.
- 2) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
- 3) The services provided by successful bidder shall be reviewed by RISL that shall
 - Regularly check performance of the successful bidder against this SLR.
 - Discuss escalated problems, new issues and matters still outstanding for resolution.
 - Review of statistics related to rectification of outstanding faults and agreed changes.
 - Obtain suggestions for changes to improve the service levels.

Service Level Requirement:

S.No.	Particulars	Details	Penalty
1.	Application Software development & implementation	Within defined time limit Delay in software development & implementation	No Penalty INR 10000/- per week
2.	Application software bug fixing, etc.(after Go-live of application software)	Within 48 hours More than 48 hours	No Penalty INR 1000/- per day per bug
3.	Manpower Absence	No absence Absence of manpower without substitute	No penalty INR 2000/- per day per manpower
4.	Replacement in Manpower other than manpower leaving the company	Within one year After one year till remaining period of FMS	INR 20,000/- per manpower replaced INR 10,000/- per manpower replaced
5.	Training (In case of poor feedback received from participants, letter of warning shall be given to Tech. Partner.)	As per schedule Delayed faculty deployment	No Penalty Rs. 5000/- per day per training

Note:

1. Manpower replacement should follow proper exit management. The manpower leaving the work place should hand over of work being executed to the replaced manpower. Both the manpower should work simultaneously for knowledge transfer for a period of at least one month or as decided by RISL.
2. New manpower induced should be same or of higher qualification.
3. An absence of more than half an hour from the work place, without having permission from OIC shall be considered as absence from duty.

Penalty Clause

The following Penalty conditions shall be incorporated in the SLA:

1. The Penalty shall be calculated on a quarterly basis.
2. All the penalties are independent and shall be applicable simultaneously in addition to LD charges.
3. The total deduction on account of penalties shall not exceed 20% of the total quarterly payment to be made to Technology Partner.
4. Two consecutive quarterly deductions of penalty more than 20% on account of any reasons will be deemed to be an event of default and RISL shall have the rights to terminate the contract and forfeit the remaining payable amount along with the Performance security deposit.
5. The penalties shall not be charged Technology partner where the default is not attributable to him

12. ANNEXURES

12.1 ANNEXURE 1: MANPOWER DEPLOYMENT

Minimum Qualification of Resources to be deployed in Jan Aadhaar Application:

Role	No. of Resources	Experience	Resource on bidder's payroll
Project Manager	1	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA or higher degree in IT • Prince2/PMP/ITIL certified • Having at least 10 years of post-qualification relevant work experience in design and development of customized IT applications • 5+ years of project management experience working through the design, development, release (SDLC) cycle delivering application software projects & should have managed the projects in following technologies: <ul style="list-style-type: none"> ○ RDBMS: Oracle (Exadata/ Database Version 11G or later versions) ○ Web Technology: J2EE /Advanced Java/ etc. • Must have good understanding of Government Processes and IT automation initiatives in e-Governance Domain 	Mandatory
Tech Lead	1	<ul style="list-style-type: none"> • B.E/ B.Tech/ MCA or higher degree in IT • Having at least 8 years of post-qualification relevant work experience in design and development of customized IT applications • 5+ years of experience in leading a project through the design, development, release (SDLC) cycle delivering application software projects & should have experience in following technologies: <ul style="list-style-type: none"> ○ RDBMS: Oracle (Exadata/ Database Version 11G or later versions). ○ Web Technology: J2EE /Advanced Java/Hibernate/Spring etc. 	Mandatory
Sr. Database Developer (PL/SQL)	1	<ul style="list-style-type: none"> • BE/B.Tech./MCA with minimum 8 Years of experience in Oracle Database development • Oracle Certified Database Developer 	Mandatory
Database Developer (PL/SQL)	2	<ul style="list-style-type: none"> • BE/B.Tech./MCA with minimum 5 Years of experience in Oracle Database development • Oracle Certified Database Developer 	Mandatory
Sr. Software Engineer (Java/J2EE/ FileNet)	1	<ul style="list-style-type: none"> • BE/B.Tech./MCA with minimum 5 Years of development experience in J2EE /Advanced Java • Experience of at least 3 years in administration & development on IBM FileNet P8 and above. 	Mandatory
Sr. Software Engineer (Java/J2EE)	2	<ul style="list-style-type: none"> • BE/B.Tech./MCA with minimum 5 Years of development experience in J2EE /Advanced Java • OCPJ Certification in Java 	Mandatory

Software Engineer (Java/J2EE)	2	<ul style="list-style-type: none"> BE/B.Tech./MCA with minimum 3 Years of development experience in J2EE /Advanced Java OCJP Certification in Java 	Mandatory
QA lead and Test Engineer	1	<ul style="list-style-type: none"> BE/B.Tech./MCA with minimum 5 Years of testing experience Must have experience on manual & automated testing tools, load testing, regression testing & other prominent black & white box testing techniques 	Mandatory
Sr. Software Engineer (IBM MDM)	2	<ul style="list-style-type: none"> Candidate Should be B.E/B.Tech./ MCA or equivalent with minimum 5 years of experience in IT and 2 years of relevant work experience in IBM MDM 	Mandatory
Help Desk Operators	2	<ul style="list-style-type: none"> Graduate in any discipline Diploma/ certificate course confirming computer/IT literacy (eg. RSCIT) At least 1-2 years' experience in IT services Proficiency in Hindi and English Computer Typing 	Optional
Total Resource	15		

12.2 ANNEXURE-2: BILL OF MATERIAL (BoM)

S.No.	Description
1.	Development and implementation of Jan Aadhaar Application: <ul style="list-style-type: none">• Enrolment System• DBT System• Migration of existing system• Third Party Integrations• Incident management system• Jan Aadhaar Resident Data Repository etc
2.	Operation and Maintenance (FMS) of Jan Aadhaar Application
3.	Training



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

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for INR _____/-

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 / Suggestion/ Clarification

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.



12.4 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: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



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

To,

{Procuring entity},

In response to the NIB Ref. No. _____ dated _____ for

{ProjectTitle}, 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: _____

TENDER FORM

i. Addressed to :

a.	Name of tendering authority	Managing Director, RajCOMP Info Services Ltd.
b.	Address	RajCOMP Info Services Ltd.-Block, 1st Floor, Yojna Bhawan, Tilak Marg, Jaipur, (Rajasthan) – 302005
c.	Telephone	2221482, 5103902
	Telefax	141-2228701

ii. NIT Reference: F4.3 (394)/RISL/Tech/2020

Dated

iii.

1.	Name of Bidder			
2.	Name of Contact Person			
3.	Registered Office Address			
4.	Year of Establishment			
5.	Type of Firm	Public Ltd.	Partnership Firm	Private Ltd.
	Put Tick(✓) mark			
6.	Telephone Number(s)			
7.	Email Address/ Website	Email Address	Website	
8.	Fax No.			
9.	Mobile/ Pager Number	Mobile	Pager Number	
10.	Savings Bank account number with IFSC code	Account No.		
		IFSC Code :		
11.	Name of Bank			
12.	Name of Bank Branch			

- iv. The Tender fees amounting to INR 5000/- (Rupees Five Thousand Only) has been deposited vide cash receipt no. _____ Dated _____.
- v. The RISL Processing fees amounting to INR 1000/- (Rupees One Thousand Only) has been deposited vide cash receipt no. _____ Dated _____.
- vi. The rates quoted are valid up to _____. (Subject to a minimum of 90 days from the date of opening of the bid). The validity can be extended with mutual agreement.
- vii. Following documents are attached towards the proof of Bid Security deposited.

S.No.	Bid Security Deposited through	Number	Dated
1.	Cash		
2.	Demand Draft		
3.	Banker's Cheque (Local only)		
4.	Bank Guarantee		

- viii. We agree to abide by all the conditions mentioned in this Tender Notice issued by the Tendering Authority and also the further conditions of the said Tender Notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein).



ix. We are enclosing following document along with the bid

S.No.	Eligibility Criteria	Details	Page no. of documentary proof Annexed at
1.	Legal Status of Bidder – Certificate of Incorporation		
2.	i. Service Tax Number ii. Income Tax / Pan number iii. GST		
3.	CA certificate for Financial Turnover		
4.	CA certificate for positive Net worth		
5.	ISO 9000 & CMMi level 5 certificate		
6.	Certificate of non-conformity		
7.	Certificate for not been blacklisted		
8.	Self-Declaration & Tender Form		
9.	Any other		

Dated:

Name of the Tenderer: _____



12.6 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: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



12.7 ANNEXURE-7: DECLARATION BY BIDDER {to signed by selected bidder}

I/ We declare that I am/we are Bonafide/Manufacturers/ Whole Sellers/ Sole distributor/ Authorised dealer/ dealers/ sole selling/ Marketing agent in the goods/ stores/ equipment for which I/ We have quoted.

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

Name of the Bidder: -

Authorized Signatory: -

Seal of the Organization: -

Date:

Place:



12.8 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, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties as mentioned in the financial bid (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: This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.

Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.

Price Schedule

(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Name of Work: Selection of Technology Partner under Rajasthan Jan Aadhaar Yojana

Bidder Name:

S. No	Item Description	Quantity	Unit	Unit Rate excluding GST (In INR) but inclusive of all other taxes/charges/fees/duty etc.	C-GST on Unit Rate, If applicable	S-GST on Unit Rate, If applicable	I-GST on Unit Rate, If applicable	Unit Rate inclusive of all Taxes and levies (GST)	Total Amount inclusive of all taxes
	2	3	4	5	6	7	8	9=5+6+7+8	10=3*9
1.	Development and implementation of Jan Aadhaar Application: <ul style="list-style-type: none">• Enrolment System• DBT System• Migration of existing system• Third Party Integrations• Incident management system• Jan Aadhaar Resident Data Repository etc.	1	Nos.						
2.	Operations & Maintenance Support on application software for Five years from date of go-live of Jan Aadhaar Application	5	Per Year						



3.	Training Charges	1000	Per Individual						
Grand Total (In Figures) in INR									
Grand Total (In Words) in INR									



12.9 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 Nationalized/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,

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

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify> M/s. (Name & full address of the firm) (Hereinafter called the "Bidder") hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document. It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <INR _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity. And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <INR _____ (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, fax, registered post or other electronic media to our address/mail id as aforesaid.
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 <INR _____ (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 <INR _____ (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 favour 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 Nationalized/ Scheduled bank having its branch at Jaipur and payable at par at Jaipur, Rajasthan)

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

1. In consideration of the RajCOMP Info Services Limited (hereinafter called "RISL") having agreed to exempt M/s.....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Agreement No.....datedmade between the RISL through.....and(Contractor) for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for INR.....(rupeesonly), we.....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of.....Contractor(s) do here by undertake to pay to the RISL an amount not exceeding INR.....(Rupees.....only) on demand.
2. We.....(Indicate the name of Bank), do hereby undertake to pay INR.....(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 INR.....(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 anytime 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 INR..... (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 favour under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)



12.10 ANNEXURE-10: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2020 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in "Annexure-2: Bill of Material" thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be affected from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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%

Notes:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. The Penalties shall be implemented and deducted as per the SLAs defined in the RF
 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.
 8. In case of agreement with Supplier/service provider:
 “This agreement is being executed on behalf of M/s (Concerned Department)....., to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services 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.”
 9. In case of MOU with Department/PSU:
 “This MOU is being executed to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services (except management consultancy) will 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 M/s (Concerned Department).....”

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: RajCOMP Info Services Ltd.
() Designation: Company:	() Designation: RajCOMP Info Services Ltd.



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

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - I. Name of the appellant: <please specify>
 - II. Official address, if any: <please specify>
 - III. Residential address: <please specify>
2. Name and address of the respondent(s):
 - I. <please specify>
 - II. <please specify>
 - III. <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

12.13 ANNEXURE-13 – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement (“Agreement”) is made on this _____ day of _____, 2020

BETWEEN

Managing Director, RajCOMP Info Services Ltd., B-Block, 1st Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (hereinafter referred to as “RISL”, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,

AND

M/s. < Technology Partner>, <Address of Technology Partner> (hereinafter referred to as ‘Successful Bidder/ Supplier’, which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART.

WHEREAS

- a. The RISL wishes to appoint an agency for Technology Support and subsequent Operations & Maintenance (FMS) of Jan Aadhaar Application at RISL, Yojana Bhawan, Jaipur for a period of Five years (i.e. from _____, 2020 till _____). For the purpose there will be a requirement to exchange certain information related to or hosted in Jan Aadhaar Application which is proprietary and confidential information.
- b. The RISL is willing to disclose such information to Technology Partner only on the terms and conditions contained in this Agreement. The Technology Partner agrees to hold the Covered Data and Information in strict confidence. Technology Partner shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/RISL except as permitted or required by the Agreement, or as otherwise authorized in writing by RISL.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition: In this agreement unless the contest otherwise requires:

1.1 "Confidential Information" shall mean

- a) any and all information concerning Jan Aadhaar Application or any other successor,
- b) any and all trade secrets or other confidential or proprietary information related with Jan Aadhaar Application and hosted in Rajasthan State Data Centre (RSDC)
- c) Passwords of application software, user identifications, or other information that may be used to access information systems, technical specifications of Resident data, access policies of database and application software and information hosted in RSDC.

1.2 Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related with Jan Aadhaar Application and/or hosted in Rajasthan State Data Centre (RSDC) and is disclosed or delivered by the

First Party to the Second Party, whether by means of written or oral disclosure or otherwise.

2. Limitations on Use and Disclosure of Confidential and Proprietary Information

- 2.1 Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data may or may not be hosted in RSDC shall be used by the Technology Partner solely for the purpose of fulfilment of the obligation and work assigned to it as per order no. _____ dated _____ 2020 and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RISL or its representative. Technology Partner shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.
- 2.2 Confidential and Proprietary Information shall not be copied or reproduced by the Technology Partner without the express written permission of the RISL, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no. _____ dated _____ -2020.
- 2.3 Confidential and Proprietary Information shall be disclosed only to the Director or employees of the Technology Partner who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the Technology Partner shall be treated as a breach of this Agreement by the Technology Partner.
- 2.4 Confidential and Proprietary Information shall not be disclosed by the Technology Partner to any third party without the prior written consent of the First Party.
- 2.5 This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:
 - a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the Technology Partner; or
 - b. was, at the time of receipt, otherwise known to the Technology Partner without restriction as to use or disclosure; or
 - c. becomes known to the Technology Partner from a source other than the RISL and/or other departments/PSU without a breach of this Agreement by the Technology Partner; or
 - d. is developed independently by the Technology Partner without the use of Proprietary Information disclosed to it hereunder; or
 - e. is otherwise required to be disclosed by law.
- 2.6 The provisions of "Rajasthan Jan Aadhaar Authority Act-2020" and Rules thereto shall be complied by Technology Partner for entire contract period. Furthermore, in case of any inconsistency in any of the provisions of this agreement with the "Rajasthan Jan Aadhaar Authority Act-2020" and Rules thereto, the later shall prevail.
- 2.7 The technology partner would be responsible for Non-Disclosure agreement to be signed by deployed man power in the project as per the requirement in the provisions of "Rajasthan Jan Aadhaar Authority Act-2020".

3. Business Obligation:

- 3.1 During the complete contract period of the agreement, the Technology Partner shall not
 - a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or

- b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the RISL, without the prior written consent of the RISL.
- 3.2 Whereas, the RISL as a matter of policy and with a view to develop and operate & maintain Jan Aadhaar Application has given order to the Technology Partner (_____dated ____-2020) for Development, Operation & Maintenance (FMS) for Jan Aadhaar Application hosted in RSDC, Yojana Bhawan, Jaipur for a period of five years as specified in the service level agreement (SLA).
- 3.3 Whereas, the RISL under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of Technology Partner), had entered into an agreement with the Technology Partner that the second party shall not divulge such information either during the course of the life of this agreement.
- 3.4 Whereas, the Technology Partner has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the Technology Partner shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.
- 3.5 Whereas, the Technology Partner having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the Technology Partner shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the RISL and if this is violated, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.6 Whereas, the RISL shall have the entire control over the functioning of the Technology Partner and the Technology Partner shall work according to the instruction of the RISL and in case if this is violated by the Technology Partner in any mode or manner, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.7 Whereas, if the Technology Partner permits any person or persons without permission of the RISL to have –
- a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
 - b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipment's or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;
 - c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
 - d. Denies or causes the denial of access to any authorized person of the RISL to have access to any computer system or computer network by any means;

Shall be liable to pay damages by way of compensation and would also be liable for criminal prosecution in accordance with the prevailing laws.



3.8 Technology Partner shall report to RISL any use or disclosure of confidential and/or proprietary Information/data not authorized by this Agreement in writing by RISL. Technology Partner shall make the report to RISL within three (3) business day after Technology Partner learns of such use or disclosure. Technology Partner’s report shall identify:

- a. The nature of the unauthorized use or disclosure,
- b. The confidential and/or proprietary information/data used or disclosed,
- c. Who made the unauthorized use or received the unauthorized disclosure,
- d. What Technology Partner has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e. What corrective action Technology Partner has taken or shall take to prevent future similar unauthorized use or disclosure.
- f. Technology Partner shall provide such other information, including a written report, as reasonably requested by RISL.

3.9 The Technology Partner hereby agrees and consents that temporary or permanent injunctive relief and/or an order of specific performance may be granted in lieu of, or in addition to other available relief in any proceeding brought by RISL to enforce this Agreement, without the necessity of proof of actual damages and without posting bond for such relief.

4. Dispute Resolution:

4.1 Whereas, both the parties have agreed that in the event of any dispute or differences arising in between the parties, the courts at Jaipur shall only have jurisdiction to adjudicate the disputes/differences.

IN WITNESS WHERE OF the Parties here to have hereunto set their hands and seal the day and year first above written.

Signed By:	Signed By:
() Designation: Company:	() Managing Director, RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: RISL
() Designation: Company:	() Designation: RajCOMP Info Services Ltd.





**12.14 ANNEXURE-14 – C.A. CERTIFICATE TOWARDS TURNOVER FROM IT/ITES
(On C.A.'s letterhead)**

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

In response to the Tender/ NIB Ref. No. _____ dated _____, as an Authorized Signatory of _____ (Name of C.A./C.A. firm), I/ We hereby confirm that average annual turnover of my/our client _____ (Name of Bidder) from IT/ ITeS in last 3 financial years on average FY: 2017-2018, 2018-2019 and 2019-2020, is Rs. 50 Crores or more.

I/We hereby confirm that the annual turnover from IT/ITeS business in last three financial years is as follows:

Year Turnover in figure Turnover in words

- 1.
- 2.
- 3.

The information submitted above is true and fair to the best of my/our knowledge.

Thanking you,

Name of the C.A. /C.A. Firm: -

Registration Number:-

Authorised Signatory: -

Seal of the Organization: -

Date:

Place: