

REPLY TO PRE-BID QUERIES

Annexure A

S.No.	RFP Page No.	RFP Rule No.	Rule Details	Query/ Suggestion/ Clarification	Response to Query
1	15	3. PRE-QUALIFICATION /ELIGIBILITY CRITERIA	2. Financial Turnover The average annual turnover of the bidder from IT/ITeS during from last three financial years i.e., FY 2018-19, 2019-20, and 2020-21 (as per the audited balance sheets) should be at least Rs. 15.00 Crores. Documents Required: CA Certificate with CA's Registration Number/ Seal	The bidder requests the following modifications: Please accept certificate from Company Secretary/Authorized Signatory also.	As per RFP
2	15	3. PRE-QUALIFICATION /ELIGIBILITY CRITERIA	3. Financial: Net Worth The net worth of the bidder, as of March 31, 2021 (as per the last published audited balance sheets), should be Positive. Documents Required: CA Certificate with CA's Registration Number/ Seal	The bidder requests the following modifications: Please accept certificate from Company Secretary/Authorized Signatory also.	As per RFP
3	17	4.1 Deployment of Manpower	However, the deployment of manpower at RISL in not necessary for design and development of core AI/ML engine for crop pest & Health management, solution and the selected bidder can complete this specific task from its software development center.	Is it possible to have the team seated in service providers SDC in case of COTS product. For the design phase (required for any customization, team can travel to understand the detailed requirement?	As per RFP
4	17	4.1 Deployment of Manpower	The Selected Bidder shall completely deploy onsite team at RISL Office, Jaipur within twenty (20) days of issuance of Work Order for design/development and operation and maintenance of various components of AI/ML based Crop Pest & Health Management Solution. However, the deployment of manpower at RISL in	The bidder requests the following clarifications: For the O&M of all the components including core AI/ML engine for crop pest & Health management, the resources have to work from RISL premises. Please confirm.	YES

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			<p>not necessary for design and development of core AI/ML engine for crop pest & Health management, solution and the selected bidder can complete this specific task from its software development center. The requisite manpower for other components is listed as below while their indicative qualification and experience is provided at annexure-12.</p>										
5	17	4.1 Deployment of Manpower	<p>The Selected Bidder shall completely deploy onsite team at RISL Office, Jaipur within twenty (20) days of issuance of Work Order for design/development and operation and maintenance of various components of AI/ML based Crop Pest & Health Management Solution. However, the deployment of manpower at RISL in not necessary for design and development of core AI/ML engine for crop pest & Health management, solution and the selected bidder can complete this specific task from its software development center. Minimum Manpower to be deployed at RISL for accomplishing various tasks except 4.2.1 Tasks listed at Section 4.2.2 to 4.2.4 and 4.3</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%;">1.</td> <td style="width: 70%;">Business Analyst</td> <td style="width: 10%; text-align: center;">-</td> <td style="width: 15%; text-align: center;">1</td> </tr> <tr> <td>2.</td> <td>Senior Technical Lead</td> <td style="text-align: center;">-</td> <td style="text-align: center;">1</td> </tr> </table>	1.	Business Analyst	-	1	2.	Senior Technical Lead	-	1	<ol style="list-style-type: none"> 1. Please provide a lead time of atleast 4-6 weeks to deploy resources onsite. 2. We request that the mobile application developers and software developer also be allowed to operate from the bidder's premises since they will need to be involved in the overall development. 	as per rfp
1.	Business Analyst	-	1										
2.	Senior Technical Lead	-	1										

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			3. Mobile Application Developer - 3 4. Software Developer - 1		
6	18	4.2 Design, Development, Testing, Deployment and Implementation of AI ML based Crop Pest & Health Management Solution	The various building blocks envisaged for the crop pest & Health management solution are as below: Core AI/ML Engine for Crop Pest & Health Management Mobile Application for Farmers for availing AI / ML based Crop Advisory Mobile Application for Image Collection of Crops Web Interface for Agri-Experts for providing Crop Pest & Health Management Solutions to Farmers	Does one bidder have to complete all 4 items of building blocks? Or bidder can bid for selective blocks and complete them?	It is compulsory to bid for all line items mentioned in BoQ (Financial Bid). Bidders who submit partial financial bids shall be outrightly rejected at financial stage.

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7	19	4.2 Design, Development, Testing, Deployment and Implementation of AI ML based Crop Pest & Health Management Solution	4.2.1 Core AI/ML Engine for Crop Pest & Health Management and 4.2.2 Mobile Application for Farmers for availing AI / ML based Crop Advisory	These two modules should not be different deliverables in case of COTS product.	As per RFP
8	19	4.2 Design, Development, Testing, Deployment and Implementation of AI ML based Crop Pest & Health Management Solution	4.2.3 Mobile Application for Image Collection of Crops The image collection for this purpose shall be done through mobile application. 1 st level users (Agriculture Department officials working in field / selected bidder's users)	We assume the selected bidder's users be engaged for the first six months only. After this, any 1 st level user requirements will be handled by the agriculture department. Is this understanding, correct?	Please refer point no 8 of table mentioned in section 6 of RFP
9	19	4.2 Design, Development, Testing, Deployment and Implementation of AI ML based Crop Pest & Health Management	Also, as a part of the solution the selected bidder needs to collect requisite set of images from various agro-climatic zones (10) of Rajasthan . The unique number of images per crop per disease shall be 300 in nos. The image collection shall be done through mobile application to be developed by selected bidder	Details of 10 Agro-climatic zones and major crops in the season when the project is awarded - needs to be shared with service provider by RISL.	RISL will provide the details of agro climatic zones with area falling under these zones.

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			Solution		
10	19	4.2 Design, Development, Testing, Deployment and Implementation of AI ML based Crop Pest & Health Management Solution	In cases where part work order is issued to selected bidder. RISL shall get the development work done for left out components on its own. However, selected bidder shall have to provide operation and maintenance support for all the components of AI/ML based crop pest & health management solution.	We request for the deletion of the clause. Part work order should not be issued as providing O&M support for solution not developed by the bidder could lead to issues.	As clarified in pre-bid meeting this clause has been kept for any exigency scenarios. And that is why it starts with "Incase".
11	19	4.2 Design, Development, Testing, Deployment and Implementation of AI ML based Crop Pest & Health Management Solution	Proposed crop pest & health management solution by prospective bidders can be COTS product which they can customize or they can propose right from scratch development.	In case of a COTS product which gets customised for the said scope, we assume rule 13 on page 49 won't apply in terms of handing over source code & IPR to RISL. Please confirm. "13) Copyright: The copyright including IPR and source code of the entire project shall be handed over to RISL by the selected bidder after completion of the project." Source code will not be handed over but the deployables setup will be done in RISL on-prem hosting server and make the application live running from their server. Please confirm.	Please refer corrigendum
12	19	4.2 Design, Development, Testing, Deployment and	Proposed crop pest & health management solution by prospective bidders can be COTS product which they can customize or they can propose right from scratch	1. How RISL is planning to measure the accuracy? 2. We request that the criteria for calculation of accuracy should be mutually agreed upon.	Please refer corrigendum. Information is already provided in RFP. Please refer RFP section 5.3 for calculation of accuracy

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		Implementation of AI ML based Crop Pest & Health Management Solution	development. The overall solution should have minimum 90% accuracy which shall be the minimum criteria for Go-Live of the solution.		which states that "The number of sampling test cases for each crop/each disease shall be minimum 200." The solution should provide desired successful results in 140 test cases out of 200 at the time of Go-Live which shall be pre-requisite condition for attaining Go-Live status.
13	19	4.2.1 Core AI/ML Engine for Crop Pest & Health Management	The selected bidder needs to develop APIs for its integration with other components of crop pest & health management solution (Mobile applications and web interfaces).	Please provide technical details of all other components with which integration is required. Effort required for integration will depend on these details.	Please refer FRS. Integration interfaces are mentioned there for each sub-component of solution.
14	20	4.2.5 Collection of Images	In case wherein images are procured through third party, necessary process for submission of the images shall be done as per details at 4.2.3 so that same can be verified by 2 nd level users.	For procured images not collected by the mobile application will the images have to be presented directly to the 2nd level users for verification? Essentially 1st level users will have no role in this?	The workflow will remain the same as 2nd level user will approve it from system only. Hence, workflow mentioned is to be followed.
15	20	4.3 Capacity Building & Training	The Selected bidder shall provide training material (role based) including video manuals; the language of training material shall be in English and Hindi (whenever required)	Please confirm that the department will provide necessary support in translation of English content to Hindi.	This is responsibility of the selected bidder.

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16	21	4.4 Operation, Maintenance & Support post Go-Live for three (3) years	During Support & Maintenance period RISL may request Selected Bidder, to make necessary changes in the functionality changes, new workflow, layout, schema, MIS reports format, input forms layout etc. or develop additional modules. However, these changes shall be suggested keeping in view that it should not transform in entire database schema. The Selected Bidder shall be responsible to make these changes at no extra cost to purchaser.	<ol style="list-style-type: none"> 1. We request that any new development should be taken up as a change request after mutual agreement. 2. In case the department wants the manpower for Tasks listed at Section 4.4 (Operation, Maintenance & Support) which is fixed for Year 1, 2, 3 as 4, 4, and 3 respectively, as per Section 4.1 Deployment of Manpower, to carry out support, maintenance as well as Change Requests, then it is requested that the department should confirm that this team will undertake Change Requests after requisite prioritization of work at hand. 	As clarified in pre-bid meeting. The RFP is not built on Go-Live + FMS mode. If RFP would have been FMS mode then change requests would have come into picture. In current scenario RISL has sought dedicated manpower for operation and maintenance phase after Go-Live. The team for O&M should be capable to accomplish functionality changes, new workflow, layout, schema, MIS reports format, input forms layout etc. or develop additional modules. RISL will ensure that work entrusted to O&M team is reasonable and which can be accomplished during the mutually agreed timelines.
17	21	4.4 Operation, Maintenance & Support post Go-Live for three (3) years	Note: · It may be noted that the core AI/ML engine may be used by RISL for other AI related agriculture & allied activities. Therefore, the Operation & Maintenance team of selected bidder shall have to support RISL in terms of API development& integration with other external applications as well. Accordingly, core AI/ML engine	The last sentence is incomplete. Please provide the complete sentence	Accordingly, selected bidder should develop the core AI/ML engine to ensure scalability.

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			should		
18	21	4.4 Operation, Maintenance & Support post Go-Live for three (3) years	<p>Note:</p> <ul style="list-style-type: none"> It may be noted that the core AI/ML engine may be used by RISL for other AI related agriculture & allied activities. Therefore, the Operation & Maintenance team of selected bidder shall have to support RISL in terms of API development & integration with other external applications as well. Accordingly, core AI/ML engine should 	<ol style="list-style-type: none"> We request that any new API development & integration with other external applications should be taken up as a change request after mutual agreement. In case the department wants the manpower for Tasks listed at Section 4.4 (Operation, Maintenance & Support) which is fixed for Year 1, 2, 3 as 4, 4, and 3 respectively, as per Section 4.1 Deployment of Manpower, to carry out these additional integration Change Requests, then it is requested that the department should confirm that this team will undertake Change Requests after requisite prioritization of work at hand. 	Query already answered
19	21	4.4 Operation, Maintenance & Support post Go-Live for three (3) years	<ul style="list-style-type: none"> Download definitions/ patches/ updates/ service packs of the deployed third-party tools/ middle ware Software, this includes infrastructure at RSDC Jaipur 	The team will support only the system software, or middleware which the bidder has supplied as part of the contract. Any other software or infrastructure at RSDC will need to be supported by the respective vendors. Please confirm	As already clarified in pre-bid, compute related infrastructure shall be provided by RISL data centre. Please refer section 5.2.1 of RFP

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20	23	5.2 Development based on Service Oriented Architecture	5.2.1 Development Stack & Compute The necessary hardware to host the entire solution and to maintain minimum uptime shall be provided by RISL at Rajasthan State Data Center (RSDC).	<ol style="list-style-type: none"> 1. Please confirm that the RISL appointed agency will do the environment setup for deploying the application in non-production and production environments? 2. Please confirm that RIS will provide VPN connection to the TCS teams get access to it for deployments? 3. Please confirm that RISL will procure additional VMs with CPUs and GPUs as suggested by the bidder to host the application in non-production and production environments? 4. What is the turnaround time for procurement of servers, RAM, HDD/SSD? 	<p>As already clarified in pre-bid, compute related infrastructure shall be provided by RISL data centre. Please refer section 5.2.1 of RFP. The necessary requisite infrastructure shall be made available at data centre of RISL.</p> <p>Turnaround time of procurement- Infrastructure is already available at RISL. In case there is delay in providing the necessary infrastructure to selected bidder and it hampers the timelines of any deliverables than delay caused (No. of days of delay) due to such reasons shall be deducted from the timelines of selected bidder.</p>
21	23	5.2 Development based on Service Oriented Architecture	5.2.1 Development Stack & Compute The necessary hardware to host the entire solution and to maintain minimum uptime shall be provided by RISL at Rajasthan State Data Center (RSDC).	Assuming DNS and SSL will be managed by client. Will there be a separate domain/subdomain for the application? What kind of SSL certificate will be used? How are the SSL certificate keys managed?	This is managed by Data Center of RISL. Necessary details shall be shared to selected bidder during the project execution phase.

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22	23	5.2 Development based on Service Oriented Architecture	5.2.1 Development Stack & Compute The necessary hardware to host the entire solution and to maintain minimum uptime shall be provided by RISL at Rajasthan State Data Center (RSDC).	What is the backup and retention policy for database, media and logs?	As per RISL policy which shall be provided to selected bidder during the project execution phase.
23	23	5.2 Development based on Service Oriented Architecture	5.2.1 Development Stack & Compute The necessary hardware to host the entire solution and to maintain minimum uptime shall be provided by RISL at Rajasthan State Data Center (RSDC).	Please confirm that RISL can provide mysql and PostgreSQL Server on Data Center.	Please refer corrigendum
24	23	5.2 Development based on Service Oriented Architecture	5.2.1 Development Stack & Compute The necessary hardware to host the entire solution and to maintain minimum uptime shall be provided by RISL at Rajasthan State Data Center (RSDC).	What kind of monitoring setup is present? How will that be integrated with the application?	As per RISL policy which shall be provided to selected bidder during the project execution phase. Please refer corrigendum
25	23	5.2 Development based on Service Oriented Architecture	5.2.1 Development Stack & Compute The necessary hardware to host the entire solution and to maintain minimum uptime shall be provided by RISL at Rajasthan State Data Center (RSDC).	Please confirm that the bidder has to provide application support only during business hours?	Please refer section 2 of chapter-9 of RFP
26	23	5.2 Development based on Service Oriented Architecture	5.2.1 Development Stack & Compute The necessary hardware to host the entire solution and to maintain minimum uptime shall be provided by RISL at Rajasthan State Data Center	1. Would there be active-passive failovers for application and database? 2. What is the acceptable RPO and RTO?	Please refer section 2 of chapter-9 of RFP

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			(RSDC).		
27	23	5.2 Development based on Service Oriented Architecture	Incase RISL decides to issue the work order to selected bidder for specific components of this proposed AI/ ML based crop pest & health management solution then selected bidder will integrate the components developed by them with other components developed by RISL. The API development and integration shall be done by selected bidder for this matter of fact.	The bidder requests that they should not be issued partial work orders. They should be issued work order for the entire component.	Already answered in previous query
28	23	5.2.1 Development Stack & Compute	RISL shall provide development stack to select bidder as per below details: <ul style="list-style-type: none"> • Database - Oracle 12C with RAC on Exadata or any other suitable database as per requirement • App Server/Web Server • Analytics - SAS/qlickview/Tableau/SAP BO for development of dashboard or reporting if required by selected bidder The necessary hardware to host the entire solution and to maintain minimum uptime shall be provided by RISL at Rajasthan State Data Center (RSDC). Bidder should not consider any cost from these perspectives	Q1: Database - Oracle 12C with RAC on Exadata or any other suitable database as per requirement. Since Service Oriented Architecture is being proposed in RFP, can any other database, apart from Oracle, acceptable? Q2: Details of file server/storage are not mentioned in RFP. Since the image data bank will grow huge as the usage ramps up, it will have implication on file server. Assumption: RISL will monitor and make adjustments on growing/varying infrastructure requirements. Q3: Please confirm that RISL will setup the required infrastructure and perform deployments.	As already clarified in pre-bid, compute related infrastructure shall be provided by RISL data center. Please refer section 5.2.1 of RFP Q1: Database - Oracle 12C with RAC on Exadata or any other suitable database as per requirement. Since Service Oriented Architecture is being proposed in RFP, can any other database, apart from Oracle, acceptable? Response- Please refer corrigendum

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			in its financial proposal.		<p>Q2: Details of file server/storage are not mentioned in RFP. Since the image data bank will grow huge as the usage ramps up, it will have implication on file server. Assumption: RISL will monitor and make adjustments on growing/varying infrastructure requirements. Response- YES</p> <p>Q3: Please confirm that RISL will setup the required infrastructure and perform deployments. Response- Infrastructure- RISL, Deployment plan and work- Selected Bidder</p>
29	23	5.2.1 Development Stack & Compute	<p>RISL shall provide development stack to select bidder as per below details:</p> <ul style="list-style-type: none"> • Database - Oracle 12C with RAC on Exadata or any other suitable database as per requirement • App Server/Web Server • Analytics - SAS/qlickview/Tableau/SAP BO for development of dashboard or reporting if required by selected bidder <p>The necessary hardware to host the entire solution and to maintain minimum uptime shall be provided by RISL at Rajasthan State</p>	<p>We understand that all system software and the underlying hardware that is needed to run the proposed solution will also be provisioned by RISL in the development and production environments. Please confirm.</p>	<p>As already clarified in pre-bid, compute related infrastructure shall be provided by RISL data centre. Please refer section 5.2.1 of RFP</p>

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			Data Center (RSDC). Bidder should not consider any cost from these perspectives in its financial proposal.		
30	23	5.3 User Acceptance Testing (UAT)	The number of sampling test cases for each crop/each disease shall be minimum 200.	<p>1. We assume that the sampling test cases (images) will be taken from the 300 unique images collected as per Rule 4.2.5. Is that correct?</p> <p>2. In the EOI stage the minimum accuracy was 70% and in RFP it is 90%. Is this a conscious decision to increase the threshold or a typo?</p>	<p>1. We assume that the sampling test cases (images) will be taken from the 300 unique images collected as per Rule 4.2.5. Is that correct? RESPONSE- The solution will be tested in field randomly in actual agriculture environment in daytime for 5 major crops for which images has been collected by selected bidder.</p> <p>2. In the EOI stage the minimum accuracy was 70% and in RFP it is 90%. Is this a conscious decision to increase the threshold or a typo? RESPONSE- Please refer corrigendum</p>

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31	24	5.4 Safe to Host Certification	The Selected Bidder shall get the Safe to Host Certification done for components developed by them from the Cert-in empanelled vendors as a pre-requisite for Go-Live.	The bidder requests the following clarifications: The cost of Safe to Host certification should be borne by RISL. Please confirm.	RISL has its own empanelled vendors for safe to host certification process. Therefore, bidders are advised to not consider safe to host certification cost in their financial bid.
32	26	6. PROJECT DELIVERABLES, TIMELINES & PAYMENT TERMS	6. PROJECT DELIVERABLES, TIMELINES & PAYMENT TERMS	The bidder requests the following modifications: 24% of the contract value for the Implementation phase should not be withheld and released as 2% per qtr for the next 3 years. This is unacceptable. The bidder requests that 100% payment for the services delivered should be made at the end of the Implementation phase of 6 months. Only, the quarterly payment for the O&M Phase basis the manpower deployed should be made during O&M phase.	As per RFP
33	26	6. PROJECT DELIVERABLES, TIMELINES & PAYMENT TERMS	Note: If milestone and deliverable of S.No. 1 are not achieved than payment of S.No. 2 to S.No. 5 shall not be released by RISL despite as a sub-component of the entire solution these deliverables have been accomplished by the selected bidder.	Kindly modify the clause to ensure that the payment for each milestone is released independently.	As per RFP Please refer section 4.2 of RFP. The entire solution has 4 sub-components, if any one sub-component does not function during beta level and Go-Live stage the other sub-components which are working are of no use. Therefore, payments are linked to proper functioning of entire solution and not as in silos.

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34	29	7. INSTRUCTION TO BIDDERS (ITB)	<p>8) Bid Security</p> <p>d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid i.e. minimum 90 days.</p>	<p>The bidder requests the following clarifications:</p> <p>1) The clause is not clear. Does this mean that the validity of the bid security should be 180 days + 90 days from the last date of bid submission?</p> <p>2) The bidder requests that the validity should not be beyond the bid validity period. Please consider.</p>	<p>It should be valid for 120 Days= 90+ 30</p>
35	29	7. INSTRUCTION TO BIDDERS (ITB)	<p>8) Bid Security</p> <p>h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.</p>	<p>The bidder requests that the bid security of the unsuccessful bidder should be refunded immediately within 7 days of notification of award to the successful bidder. This should not be held back till the time of successful bid and signing of Agreement and submitting performance security by the successful bidder.</p>	<p>As per RFP</p>
36	29	7. INSTRUCTION TO BIDDERS (ITB)	<p>8) Bid Security</p> <p>i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -</p> <p>b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;</p>	<p>Kindly amend the below clause as: b. when the bidder does not execute the <u>mutually agreed</u> agreement, if any, after placement of supply/ work order within the specified period;</p>	<p>As per RFP</p>
37	31	7. INSTRUCTION TO BIDDERS (ITB)	<p>12) Selection Method: CQCBS evaluation formula:</p>	<p>The bidder requests the following modifications: The technical score of the bidder should be normalized also.</p>	<p>Please refer corrigendum for revised CQCBS ratio. For better understanding on calculation, we have provided sample at</p>

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38	32	7. INSTRUCTION TO BIDDERS (ITB)	c) Detailed Technical Evaluation Criteria for CQCBS based Evaluation 1.3.1 Bidder identified in Gartner magic quadrant for services of Artificial Intelligence in last 3 years – (5 Marks) 1.3.2 Bidder identified as Leader in IDC MarketScape for services of Artificial Intelligence in last 3 years – (5 Marks)	We request that this clause maybe modified as: c) Detailed Technical Evaluation Criteria for CQCBS based Evaluation 1.3 Industry Proof of Capability in Artificial Intelligence / Machine Learning Services (Extract of Document to be submitted as Proof) Bidder identified in Gartner magic quadrant/ IDC MarketScape for services of Artificial Intelligence in last 3 years – (10 Marks)	Please refer Corrigendum
39	33	7. INSTRUCTION TO BIDDERS (ITB)	3.1 Bidder should have experience of Mobile application development in Agriculture or allied sectors * No. of Mobile Apps 1-3 (5 Marks) No. of Mobile Apps 4- 6 (7 Marks) No. of Mobile Apps > than 6 (10 Marks)	We request that this clause maybe modified as: 3.1 Bidder should have experience of Mobile application development in Agriculture or allied sectors or any govt. sector (central or state) or PSU* No. of Mobile Apps 1-3 (5 Marks) No. of Mobile Apps 4- 6 (7 Marks) No. of Mobile Apps > than 6 (10 Marks)	As per RFP

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40	33	7. INSTRUCTION TO BIDDERS (ITB)	<p>c) Detailed Technical Evaluation Criteria for CQCBS based Evaluation</p> <p>3.2 Bidder should have experience of application development (In Agriculture or allied sectors) * Apps which are either Completed OR Go-Live status has been achieved OR Currently under Operation and Maintenance / FMS phase during last 5 financial years i.e. FY 2017-2018 to FY 2021-2022 as per below mentioned criteria:</p> <p style="text-align: center;">-</p> <p>Profile (Scope, Duration) of project</p> <p>No. of Projects 1-3 - (5 Marks)</p> <p>No. of Projects 4- 6 - (7 Marks)</p> <p>No. of Projects > than 6 - (10 Marks)</p>	<p>Please amend as below:</p> <p>c) Detailed Technical Evaluation Criteria for CQCBS based Evaluation</p> <p>3.2 Bidder should have experience of application development (In Agriculture or allied sectors) * Apps which are either Ongoing or Completed OR Go-Live status has been achieved OR Currently under Operation and Maintenance / FMS phase during last 5 financial years i.e. FY 2017-2018 to FY 2021-2022 as per below mentioned criteria: -</p> <p>Profile (Scope, Duration) of project:</p> <p>No. of Projects 1 - (5 Marks)</p> <p>No. of Projects > than2 - (10 Marks)</p>	Please refer corrigendum
41	38	7. INSTRUCTION TO BIDDERS (ITB)	<p>20) Acceptance of the successful Bid and award of contract</p> <p>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</p>	<p>The bidder requests a minimum of 30 working days from the date on which the letter of acceptance or letter of intent is received and accepted by the bidder. Please consider.</p>	As per RFP

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			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.		
42	38	7. INSTRUCTION TO BIDDERS (ITB)	h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.	Kindly amend the below clause as: h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI <u>read with the deviations</u> shall constitute a binding contract.	As per RFP
43	39	7. INSTRUCTION TO BIDDERS (ITB)	23) Right to vary quantity a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.	The bidder requests that total value of these variations should not be more than 5% of the total contract value excluding taxes.	As per RFP

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44	39	7. INSTRUCTION TO BIDDERS (ITB)	24) Performance Security	<p>Kindly amend the below clause as:</p> <p>24) Performance Security <u>This Bank Guarantee issued by _____ Bank, on behalf of the Contractor in favor of Purchaser is in respect of the Contract/agreement dated _____ . As communicated by Contractor on the date of execution of this Bank Guarantee an amount of Rupees _____ (Rupees _____ only) is outstanding and payable to Contractor by Purchaser, in respect of pervious contracts between Contractor and Purchaser.As communicated by Contractor on the date of execution of this Bank Guarantee, there are no outstanding disputes related to any pervious contracts between Contractor and Purchaser.Notwithstanding anything contained hereinabove:a) Our liability under this Bank Guarantee shall not exceed and is restricted to Rs. _____ (Rupees _____ only)b) This Guarantee shall remain in force up to and including _____ (including claim period of three months)c) Unless the demand/claim under this guarantee is served upon us in writing before _____ all the rights of Purchaser under this guarantee shall stand automatically forfeited and we shall be relieved and discharged from all liabilities mentioned hereinabove.</u></p>	Please Refer Corrigendum for Bank Guarantee Format of EMD and PSD

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45	39	7. INSTRUCTION TO BIDDERS (ITB)	<p>24) Performance Security</p> <p>b) The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services.</p>	<p>The bidder requests the following modifications: The Bidder shall furnish Performance Security to the Authority for an amount of 3% of the Contract Value (as per Circular No. F/9/4/2020-PPD, dtd. 12/11/2020, Ministry of Finance, Government of India) valid up to 30 (thirty) days after the date of completion of contract period. Bank's liability shall stand automatically discharged unless a claim in writing is lodged with the Bank within the period stated in the FDR /BG including the extended period. The PBG will automatically be deemed to expire on the date of expiry of the PBG as mentioned in the agreement.</p>	As per RFP
46	40	7. INSTRUCTION TO BIDDERS (ITB)	<p>25) Execution of agreement</p> <p>b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.</p> <p>c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for</p>	<p>Kindly amend the below clause as:</p> <p>25) Execution of agreement</p> <p>b) The successful bidder shall sign the <u>mutually agreed</u> procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.</p> <p>c) If the bidder, who's Bid has been accepted, fails to sign a <u>mutually agreed</u> written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of</p>	As per RFP

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			acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.	lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.	
47	40	7. INSTRUCTION TO BIDDERS (ITB)	25) Execution of agreement b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.	The bidder requests the following modifications: The successful bidder shall sign the procurement contract within 30 working days from the date on which the letter of acceptance or letter of intent is received and accepted by the successful bidder.	As per RFP
48	41	7. INSTRUCTION TO BIDDERS (ITB)	27) Cancellation of 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.	Kindly amend the below clause as: Cancellation of procurement process e) If the bidder who's Bid has been accepted as successful fails to sign any <u>mutually agreed</u> 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.	As per RFP

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49	42	7. INSTRUCTION TO BIDDERS (ITB)	28) Code of Integrity for Bidders d. recovery of payments made by the procuring entity along with interest thereon at bank rate; f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.	Requesting to delete this clause: d. recovery of payments made by the procuring entity along with interest thereon at bank rate; f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.	As per RFP
50	44	7. INSTRUCTION TO BIDDERS (ITB)	34) Debarment from Bidding a) A bidder shall be debarred by the State Government if he has been convicted of an offence a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred. c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder	Requesting to delete this clause: 34) Debarment from Bidding a) A bidder shall be debarred by the State Government if he has been convicted of an offence a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred. c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years. d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any	As per RFP

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			<p>for a period not exceeding three years.</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>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.</p>	
51	45	7. INSTRUCTION TO BIDDERS (ITB)	<p>35) Monitoring of Contract</p> <p>f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.</p>	<p>The bidder requests the following clarifications: Does this mean that the bidder will require RISL's permission to make use of sub-contracting (i.e. onboarding of Business associates to successfully deliver the contract) or make use of third party vendor resources with niche skills as may be required by the bidder to successfully deliver the scope of work as given in the contract? Please clarify.</p>	<p>Bidder should seek permission from procurement entity before sub-let of contract or its part thereof</p>
52	48	8. GENERAL TERMS AND CONDITIONS OF	<p>11) Recoveries from Supplier/ Selected Bidder</p> <p>a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be</p>	<p>Requesting to delete this clause: 11) Recoveries from Supplier/ Selected Bidder) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.</p>	<p>as per rfp</p>

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		TENDER & CONTRACT	made ordinarily from bills. b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL. c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force	b) The Purchase Officer shall withhold amount to the extent of short supply, broken/ damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL. c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force	
53	48	8. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	12) Taxes & Duties	Kindly amend the below clause as: Additional clause suggested to specifically state that price to be quoted is exclusive of GST and new levy if any introduced during the term of the contract. The clause to added as under. "The price quoted under this RFP to include all existing taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities but excluding GST. In the event any new levy or taxes such as CESS made applicable on direct transaction between Bidder and Buyer, it shall be passed onto the Buyer. For claiming any change in price due to such Statutory variation, the Bidder shall have to provide supporting document or	as per rfp

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				relevant Government notifications to Buyer."	
54	48	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	7) Scope of Supply b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract	Requesting to delete this clause: 7) Scope of Supply b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract	as per rfp
55	49	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	13) Copyright The copyright including IPR and source code of the entire project shall be handed over to RISL by the selected bidder after completion of the project.	Kindly amend the below clause as: 13) Copyright <u>Subject to the provisions of this clause</u> The copyright including IPR and source code of the entire project <u>bespoke development, if any,</u> shall be handed over to RISL by the selected bidder <u>upon complete payment</u> after completion of the project. <u>Pre-existing work: All IPR including the source code and materials developed or otherwise obtained independently of the efforts of a Party under this Agreement ("pre-existing work") shall remain the sole property of that Party. During the performance of the services for this agreement, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services for</u>	Please refer corrigendum

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				<p><u>duration of the Term of this Agreement. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the BIDDER should grant RISL a non-exclusive, perpetual, fully paid-up license to use the pre-existing work in the form delivered to RISL as part of the service or deliverables only for its internal business operations. Under such license, either of parties will have no right to sell the pre-existing work of the other party to a Third Party. RISL’s license to pre-existing work is conditioned upon its compliance with the terms of this Agreement and the perpetual license applies solely to the pre-existing work that bidder leaves with RISL at the conclusion of performance of the services.</u>Residuals: <u>In no event shall BIDDER be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the deliverables, set-out in this Agreement or Annexure. In addition, subject to the confidentiality obligations, BIDDER shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing the Services.</u></p>	

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56	49	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	13) Copyright The copyright including IPR and source code of the entire project shall be handed over to RISL by the selected bidder after completion of the project.	In case of Cots product Source code and IP will be with Service provider	Please refer corrigendum
57	49	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	14) Confidential Information 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 user department /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	Kindly amend the below clause as: 14) Confidential Information 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. <u>Every piece of Confidential information should be designated or marked as 'confidential' by the Disclosing Party at the time of disclosure of such information to the Receiving Party or where disclosed orally being confirmed in writing by the Disclosing Party within five days of such oral disclosure.</u> 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 user department /RISL or other institutions participating in the Contract; ii. now or hereafter enters the public domain through no fault of that	as per rfp

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			other party; or iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.	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. <u>v. is required to be provided under any law, or process of law duly executed</u> vi. <u>is or has been independently developed by the receiving party without using the confidential information.</u> vii. <u>is disclosed with the prior consent of the disclosing party.</u>	
58	49	8. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	15) Sub-contracting a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.	Kindly amend the below clause as: 15) Sub-contracting a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority <u>which permission shall not be unreasonably withheld.</u>	as per rfp
59	49	8. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	15) Sub-contracting a) The bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of Purchaser/ Tendering Authority.	The bidder requests the following clarifications: Does this mean that the bidder will require RISL's permission to make use of sub-contracting (i.e. onboarding of Business associates to successfully deliver the contract) or make use of third party vendor resources with niche skills as may be required by the bidder to successfully deliver the scope of work as given in the contract? Please clarify.	as per rfp

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60	51	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	17) Extension in Delivery Period and Liquidated Damages (LD) d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete.	Liquidated damages shall be 0.5% per two weeks of the value of delayed goods/ services subject to a limit of 5% of the value of the delayed goods/ services and shall be levied only if the delay is for reasons solely and entirely attributable to the bidder and not for delay due to reasons attributable to Purchaser and/or its other vendors or due to reasons of Force Meajure.	as per rfp
61	52	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	17) Extension in Delivery Period and Liquidated Damages (LD) ii. The maximum amount of liquidated damages shall be 10% of the contract value.	The bidder requests the liquidated damages shall be capped at 5% of the contract value. Notwithstanding anything contained in this Agreement of the RFP the maximum aggregate penalty including liquidated damages shall not exceed five percent of the value of the delayed or undelivered services and can be imposed for reasons that are solely applicable to the bidder.	as per rfp
62	52	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	18) Limitation of Liability	The bidder requests the following modifications: i) The aggregate liability of bidder (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event exceed the total amount, paid to bidder by the Purchaser in the preceding twelve months under this Agreement that gives rise to such liability (as of the	as per rfp

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				<p>date the liability arose).</p> <p>ii) In no event shall bidder be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims (other than those set-forth in Clause (i) above) even if it has been advised of their possible existence.</p>	
63	52	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	<p>18) Limitation of Liability</p> <p>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.</p>	<p>The bidder requests the following clarifications: Does this mean that the aggregate liability of the supplier/ selected bidder to the Purchaser shall be capped to 100% of the total contract value? Please confirm.</p>	as per rfp

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64	52	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	<p>18) Limitation of Liability Except in cases of gross negligence or wilful misconduct: -</p> <p>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</p> <p>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.</p>	<p>Kindly amend the below clause as:</p> <p>18) Limitation of Liability Except in cases of gross negligence or wilful misconduct: a) <u>Notwithstanding anything</u> 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, <u>revenue loss, data loss</u> 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 <u>paid to selected bidder by RISL in the preceding twelve months under that applicable work that gives rise to such liability specified in the Contract</u>, 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 <u>willful misconduct of the Bidder. Bidder shall be excused and not be liable or responsible for any delay or failure to perform the services or failure of the services or a deliverable under this Agreement, to the extent that such delay or failure has arisen as a result of any delay or failure by the Purchaser or its employees or agents or third party service providers to perform</u></p>	as per rfp

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				<p><u>any of its duties and obligations as set out in this Agreement. In the event that Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser, then Bidder shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which Bidder is delayed or prevented from performing its obligations due to such failure or delay on the part of or on behalf of the Purchaser. Such failures or delays shall be brought to the notice of the Purchaser and subject to mutual agreement with the Purchaser, then Bidder shall take such actions as may be necessary to correct or remedy the failures or delays. Bidder shall be entitled to invoice the Purchaser for additional costs incurred in connection with correction or remedy as above at time & material rate card as agreed upon between the parties.</u></p>	
65	52	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	<p>19) Force Majeure 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 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</p>	<p>Kindly amend the below clause as: 19) Force Majeure 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 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.</p>	as per rfp

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			reasonably practical.		
66	53	8. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	20) Change Orders and Contract Amendments c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.	Kindly amend the below clause as: 20) Change Orders and Contract Amendments c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.	as per rfp
67	53	8. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	20) Change Orders and Contract Amendments c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.	The bidder requests the deletion of this clause as the rates charges by the bidder to other parties cannot be disclosed due to confidentiality.	as per rfp

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68	53	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	21) Termination	<p>The bidder requests the following modifications:</p> <p>1) Either party may terminate this Agreement for cause if either party materially breaches this Agreement, provided that either party gives the other notice of such breach and it remains uncured after 60 days following notice or such other period as mutually agreed.</p> <p>2) Either party may by written notice with a notice period of 90 days sent to the other, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective. On termination, the bidder is entitled to compensation against all the services rendered, material delivered, advances paid and all such costs that have been incurred by the bidder to provide services as per the agreement.</p> <p>3) In the event that Purchaser terminates this agreement, compensation will be accorded to the bidder for the services rendered, advance paid and expenses incurred upto the termination along with the cost for the additional period for which the purchaser has requested the bidder to continue the services.</p> <p>4) If any amount due and payable by Purchaser under the Agreement is more than 30 days overdue; and there is no dispute between</p>	as per rfp

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				<p>Purchaser and the bidder in relation to that amount, the bidder may issue to Purchaser a notice that payment is overdue. If Purchaser fails to pay the bidder within 7 days after the date of such notice, the bidder may by a further notice to Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</p>	
69	53	8. GENERALTERMS AND CONDITIONS OF TENDER & CONTRACT	21) Termination	<p>The bidder requests the following modifications / clarifications: Only RISL can terminate the contract for default / insolvency / convenience. The bidder has no such choice. However, If Purchaser fails to pay the bidder within 7 days after the date of such notice, the bidder may by a further notice to Purchaser terminate the Agreement or at its election withdraw services or stop performance of its obligations until payment is made.</p>	as per rfp

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70	53	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	<p>21) Termination</p> <p>a) Termination for Default</p> <p>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: -</p> <p>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</p> <p>b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or</p> <p>d. If the supplier/ selected bidder commits breach of any condition of the contract.</p> <p>ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.</p> <p>iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.</p>	<p>Kindly amend the below clause as:</p> <p>21) Termination a) Termination for Default i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL <u>provided the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to RISL and/or its other vendors or due to reasons of Force Majeure</u> ; or b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof <u>the failure is for the reasons which are solely and entirely attributable to the Bidder and not due to reasons attributable to RISL and/or its other vendors or due to reasons of Force Majeure</u> ; or d. If the supplier/ selected bidder commits <u>material</u> breach of any condition of the contract. <u>Prior to providing a written notice of termination to the supplier/selected bidder, Purchaser shall provide the selected bidder with a written notice of 30 days to cure any breach of the Contract. The decision to terminate the contract shall be taken</u></p>	as per rfp

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				<p><u>only if the breach continues or remains unrectified, for reasons within the control of Bidder, even after the expiry of the cure period.</u></p> <p>ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.</p> <p>iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.</p> <p><u>In the event of the termination, Purchaser shall be liable to make payment of the entire amount due under the contract for which services have been rendered by the supplier/selected bidder. Similarly the supplier/selected bidder shall also have a right to terminate this contract by giving 30 days written notice to the Purchaser for breach of any terms and conditions hereof by Purchaser if the breach is not cured by Purchaser within such notice period.</u></p> <p><u>Similarly Bidder can also terminate this Agreement in the event RISL commits a material breach of any of the terms of the Agreement and which breach remains un cure after giving thirty (30) days written notice.</u></p>	

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71	53	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	21) Termination a) Termination for Default ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.	The bidder requests the deletion of this clause.	as per rfp
72	54	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	21) Termination c) Termination for Convenience 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.	Kindly amend the below clause as: c) Termination for Convenience ii. Depending on merits of the case the supplier/ selected bidder may shall be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.	as per rfp
73	54	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	22) Exit Management	The bidder requests the following clarifications: 1) What will be duration of the Exit Management phase? 2) Whether it will start after the end of the 3 years O&M Phase or before the end of the scheduled period of the contract?	Preferably in last three months from the date of end of contract. Exit management formalities shall be in tandem with existing responsibilities during the contract period.
74	54	8. GENERALTERMS AND CONDITIONS OF TENDER &CONTRACT	22) Exit Management b) Transfer of Assets	The bidder requests the deletion of the clause as this is not applicable. This will be a services contract only which does not include supply of any hardware / software which will have to be transferred at the end of the contract to the Purchaser.	as per rfp
75	57	8. GENERALTERMS AND CONDITIONS OF	23) Settlement of Disputes b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out	Kindly amend the below clause as: 23) Settlement of Disputes b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/	as per fp

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		TENDER & CONTRACT	<p>of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members: - (RISL)</p> <ul style="list-style-type: none"> · Chairman of BoD of RISL : Chairman · Secretary, DoIT&C or his nominee, not below the rank of Deputy Secretary : Member · Managing Director, RISL : Member · Director (Technical)/ Executive Director, RISL : Member · Director (Finance), RISL : Member · A Legal Expert to be nominated by the Chairman : Member <p>c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of</p>	<p>agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee for decision, if the amount of the claim is more than Rs. 50,000/-. The empowered standing committee shall consist of following members:-- (RISL)- Chairman of BoD of RISL : Chairman - Secretary, DoIT&C or his nominee, not below the rank of Deputy Secretary : Member - Managing Director, RISL : Member- Director (Technical)/ Executive Director, RISL : Member- Director (Finance), RISL : Member- A Legal Expert to be nominated by the Chairman : Memberc)- Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Managing Director, RISL along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case</p>	

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			<p>communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the RISL's stand before the standing committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision, which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.</p> <p>d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.</p>	<p>may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision, which shall be final and binding both on the supplier/ selected bidder and RISL. The standing committee, if it so decides, may refer the matter to the Board of Directors of RISL for further decision.</p> <p>d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.</p> <p><u>if the dispute remains unresolved the same shall be referred to arbitration by either party to a sole arbitrator to be mutually appointed by the parties. The arbitration proceedings shall be conducted in accordance with the Arbitration and Conciliation Act 1996. The place of arbitration shall be Jaipur.</u></p>	

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76	58	9. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	<p>1) Payment Terms and Schedule</p> <p>c) Due payments shall be made promptly by the purchaser, after submission of an invoice or request for payment by the supplier/ selected bidder.</p>	<p>The bidder requests the following modifications: All the undisputed payments should be made to the successful bidder within 30 days of receiving of invoice by the Purchaser. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Purchaser to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.</p>	as per rfp
77	58	9. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	<p>2) Service Level Standards/ Requirements/ Agreement</p>	<p>The bidder requests the following clarifications: The LD is capped at 10% of the contract value. The SLA Penalty is capped at 20% of the contract value. Does this mean, in worst case scenario, the total LD plus SLA penalty that can be levied due to non performance of the bidder can go up to a maximum of 30% of the order value? Please confirm this.</p>	Yes.
78	58	9. SPECIAL TERMS AND CONDITIONS OF	<p>2) Service Level Standards/ Requirements/ Agreement</p>	<p>The bidder requests the following additional clause: Notwithstanding anything contained in this</p>	as per rfp

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		TENDER & CONTRACT		Agreement of the RFP the maximum aggregate penalty including liquidated damages shall not exceed five percent of the value of the delayed or undelivered services and can be imposed for reasons that are solely applicable to the bidder.	
79	58	9. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	2) Service Level Standards/ Requirements/ Agreement	The bidder requests the following modifications: SLA Penalty / LD to be capped as follows: Implementation Phase:Capped at 5% of service development cost of individual service. O&M Phase:5% of quarterly O&M cost. In any event, the total penalty levied for reasons solely and entirely attributable to the bidder and not for delay due to reasons attributable to Purchaser and/or its other vendors or due to reasons of Force Meajure should not exceed 5% of the total contract value excluding taxes)	as per rfp
80	58	9. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	2) Service Level Standards/ Requirements/ Agreement b) Penalty for Not Meeting the SLAs for development Note:- An upper cap of 20% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement.	The bidder requests the following modifications: Note:- An upper cap of 5% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement.	as per rfp

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81	60	9. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	2) Service Level Standards/ Requirements/ Agreement b) Penalty for Not Meeting the SLAs for development: · Down Time of AI ML based Crop Pest & Health Management Solution shall be measured through EMS application available at RSDC, RISL	Please confirm that the EMS integration will be in the scope of the EMS provider.	It shall be done as per RISL State data center policy. Bidder need not to consider any cost or any other exceptional efforts towards this side. May be a little bit of communication with RISL data center in sharing some information might be required.
82	60	9. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	Note:- An upper cap of 20% of total purchase order can be levied as penalty in complete project duration, post which purchaser reserves the right to terminate the agreement.	Kindly amend the below clause as: Note:- An upper cap of 20 <u>5(five)</u> % of total purchase order can be levied as penalty <u>and LD</u> in complete project duration, post which purchaser reserves the right to terminate the agreement. <u>The penalty and LD can be levied only for reasons that are solely and exclusively attributable to the Bidder.</u>	as per fp
83	63	ANNEXURE-3- FUNCTIONAL REQUIREMENT SPECIFICATIONS	3.1 CORE AI / ML ENGINE FOR CROP PEST & HEALTH MANAGEMENT	1. We assume the accuracy measure for the sampling test cases (rule 5.3) will be the basis for the final assessment from the entire process. The accuracy measure given in the subsections of rule 3.1 simply serve to imply the net expectations for rule 5.3. No intermediate outputs are expected for each of the subsections for rule 3.1. Please confirm. 2. In the EOI stage the minimum accuracy was 70% and in RFP it is 90%. Is this a conscious decision to increase the threshold or a typo?	Please refer corrigendum. Response to accuracy measurement has been provided in similar query in this list. Please see the similar query for response.

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84	63	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	3.1.2 to 3.1.10 "Accuracy of 90% required" is written at multiple times in different component category.	Can you please tell the benchmark criteria on basis of which you will decide accuracy in each component category.	Response to accuracy measurement has been provided in similar query in this list. Please see the similar query for response.
85	63	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	3.1.8 Pest Counting	We assume that pest counting here generally also refer to identification of the stress condition from its symptoms on the crop.	Yes, stress condition is over and above the requirement of pest counting
86	64	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY 3.2.1 Profile Creation - User (Farmer) registration through mobile app using Jan-Aadhaar card and subsequent OTP authorization and fetching details from Jan-Aadhaar database on mobile application.	Q1: How to ensure the Jan-Aadhaar entered by farmer is valid and not fake? Is there an API from Jan-Aadhaar to validate this detail? Alternatively, will Bidder need to connect to Jan-Aadhaar database directly? Q2: Which system takes care of authenticating logins of farmers? Can Bidder use it's own authentication and authorization component? Alternatively, will interfacing of authentication and authorization of farmers to be done with any Jan-Aadhaar API? Q3: Which method to be used for two-factor/multi-factor authentication? - 3.1: Is SMS OTP recommended? If yes, is the assumption#1 correct that RISL will perform onboarding of SMS vendor, bear the costs (operational, registration, etc.), complete the TRAI mandate of DLT (digital ledger technology)? Assumption#2: Once this is done, RISL will provide	1. Yes OTP is send on Jan-Aadhaar generated from RISL janaadhaar database only. 2. No, authentication mechanism shall be Jan-aadhaar / SSO of Rajasthan government only 3. Authentication mechanism as already defined in RFP

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				<p>SMS API and method of generating authentication token to Bidder. Is this correct?</p> <p>- 3.2: Can Bidder suggest an alternative for this?</p> <p>Q4: Farmer Profile creation should be using Jan-Adhar. Hence what would be the login process - Mobile number or Jan-Adhar or custom User ID set during profile creation?</p>	
87	64	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.1 Profile Creation - User (Farmer) registration through mobile app using Jan-Aadhaar card and subsequent OTP authorization and fetching details from Jan-Aadhaar database on mobile application</p>	<ol style="list-style-type: none"> 1. Please clarify whether Jan-Aadhaar number has to be stored in the proposed system. 2. If yes, please clarify if there are any data privacy requirements to be met similar to Aadhaar Act? i.e. is there a need for something similar to Aadhaar vault. 	<p>It shall be as per privacy policy of Jan-Aadhaar which also is system created by RISI. Generally farmer agrees to share the jan-aadhaar no. while accepting the terms and conditions. And we store the jan-aadhaar in client application</p>

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88	64	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.2 Profile Creation - Profile Completion and its integration with proposed farmer profile of RajKisan Saathi. If profile is already created than same shall be exposed to user to edit and confirm. The parameter of profile shall be current land location which can be auto filled through GPS. Other parameters (optional/compulsory) include like crops grown in last seasons, type of subsidy taken from Agriculture Department, soil parameters, irrigation details, livestock data etc.</p>	<p>Q1: If the following understanding correct: Farmer can create their profile on either RajKisan Saathi or through RISL's proposed new app?</p> <p>- 1.1: If profile is created in any one place, is there an API present in RajKisan Saathi for a.) retrieval, b.) validation and c.) pushing profile details?</p> <p>- 1.2: Do we require to perform validation of land details provided by GPS with land details present in RajKisan Saathi?</p> <p>Q2: Does GPS location of land needs to be a single point in the farm/plot/land or the entire plot's boundary with multiple points to be marked? In case of second option, the farmer has to ensure that they are present in the field when sending information/profile registration etc, else incorrect location/area may get captured.</p>	<p>1.1 Yes, there is API present for retrieval, validation and pushing profile</p> <p>1.2 Yes validation shall be called for verifying the land details basedon API from e-dharaa Yes, GPS details shall be point location (lat/log) which shall be confirmed when in field. and everytime when user login to use services GPS details are captured.</p>
89	64	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.3 Mobile readiness- System should prompt user to switch-on GPS functionality and capture longitude and latitude. Based on the location captured system should identify the agro-climatic zone of the user.</p>	<p>Assumption: RISL will provide the agro-climatic zone details and any other master data, with latitude-longitude demarcation. If RISL can't provide exact details, Bidder can provide the tentative detail that RISL can verify and correct.</p>	<p>Similar query has been answered. Please see the response.</p>

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90	64	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.6 Kickstart-3- System will send the image (submitted by user) to core engine of AI/ML advisory which will crawl its image data bank at 1st level and detect nearest possible matching images to what has been submitted by user. The nearest possible images shall be shown to user with caption- "Please check nearest possible image which describes your issue" along with characteristics of plant. Simultaneously, there should be a tab available for "show more" which if clicked by user than system should perform 2nd level of crawling in its image data bank and show user few more images which are nearest to the case described by user</p>	<p>Q1: How many "nearest possible images" to be shown to user? Assumption: May be one among first 3, 5 or 10.</p> <p>Q2: These functionalities of 1st and 2nd level crawls will work in online mode, and not offline (no data connectivity). Rationale: Since image data bank is huge, the entire bank can't be kept on each mobile device, else it will take a lot of storage and will keep increasing everytime new images are uploaded. Is this assumption correct? If no, please share details.</p> <p>Q3: Last line: "case described by user": Is user expected to type a description for the issue, based on which possible matching images are retrieved and shown?</p>	<p>1. best 10 images, if user selects any image the same can be zoom in and zoom out before final selection. If user selects show more than next 10 best possible matching images shall be shown and so on.</p> <p>2. whatever best possible shall work in offline mode shall be incorporated during the project execution stage based on the discussion with RISL and Agri experts of Department.</p> <p>3. Yes, user can type the issue as well in selected language.</p>
91	65	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.10 Result-2-In the recommendation screen at the bottom, system should ask feedback whether the diagnosis provided was helpful or not in terms of emojis. If dissatisfaction is selected by user, system should show message that "do you want to avail enhanced advisory services from</p>	<p>In case the Queries are submitted by Farmers to Agri Experts, will it go to a general pool of experts or will there be a mapping of experts to context/farmers/regions?</p>	<p>Preferably, it will go to expert mapped on the basis of context.</p>

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			expert panel of Agriculture Department. If user selects yes, the same shall be routed to admin panel of agri-expert advisors. If no, is selected system shall close the issue in discussion.		
92	65	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY 3.2.11 Result-3- In case of scenario described at 3.2.10, the advisory generated by expert panel should be provided to user as notification.	1. Which medium of notification is required? SMS, Android's push notification or something else? 2. If SMS please confirm that RISL will perform onboarding of SMS vendor, bear the costs (operational, registration, etc.), complete the TRAI mandate of DLT (digital ledger technology)? 3. please confirm that RISL will provide SMS API and method of generating authentication token to Bidder. 4. If Android's push notification service to be used, account creation with 3rd party vendor (e.g. Google) is necessary. Please confirm that RISL will do the needful and bear the related charges.	Already answered similar query, please go through the same.
93	65	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY 3.2.12 Dashboard-1- System should provide a user dashboard wherein past issues described and their resolutions provided are maintained.	Q1: How many user roles are expected in the system? Q2: Will the user role be further given access to specific state's administrative blocks, districts, villages, etc.? Q3: Assumption: Dashboard will provide access of only the authorized access to each system user, based on their role, location, etc. Is this assumption correct?	All these things shall be materialised during the course of execution of project. RISL will share these details with selected bidder.

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94	65	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.15 Multi-Language Support- Mobile application should be bilingual (Hindi/English)</p>	<p>Breaking this point into 3 parts:</p> <p>1. Is the Master data expected to be in English and Hindi? Examples: List of district, tehsil, village/city, crop, variety, disease, description and recommendation for each stress condition, etc.</p> <p>2. Are the form labels in application expected to be in English and Hindi? Examples: "Enter name", "Select district", "Select crop", "Enter issue description", etc.</p> <p>3. Can the mobile application user enter data in Hindi?</p> <p>If yes the user will need to install and choose specific keyboards in Android smartphone. We can provide the steps in user manual. If the user already has any Hindi keyboard install, they can directly use it. Examples: "हिरनमगरी, उदयपुर"</p>	<p>Already answered similar query, please go through the same.</p>
95	65	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.16 Concurrent Users-Minimum 5000</p>	<p>Concurrency of 5000 is very high. We understand that this refers to either number of total registered users or users simultaneously logged in? please confirm.</p>	<p>5000 is users simultaneously logged in</p>

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96	65	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.17 Platform- Should support Android 5.0 and above</p>	<p>Q1: What is the medium of distribution of Android app to public - is it Google Play? We understand that the RISL will purchase a Google Play Store account and use it for releasing Android apps to public. Please confirm.</p> <p>Q2: Please confirm that the RISL will be the custodian of the credentials of the said Google Play Store?</p> <p>Q3: Please confirm that the RISL will perform the release of apps on Google Play Store? Bidder can help and guide RISL, wherever required.</p>	<p>Already answered similar query, please go through the same.</p>
97	65	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.18 APIs development & integration support - Integration with various platforms of RISL like Rajasthan SSO, e-Dharti, Jan-Aadhaar, Rajasthan UID/Aadhaar, Rajdharaa (State GIS Platform), e-Sanchar, RajKisan Saathi Platform and web interface for agri-experts for providing crop pest & health management solutions to farmers</p>	<p>Q1: Bidder will develop APIs and provide integration support for only the feature in scope for this RFP. Any other APIs have to be developed, maintained and supported by respective RISL agencies. Wherever integrations are required, Bidder will require inputs from RISL for the API signatures, authentication details, etc. Hope this assumption is correct. If no, please provide details.</p> <p>Q2: Integration with any RISL/external vendor APIs must pass through required security checks. In case any security vulnerabilities are identified, RISL to work with it's other partners to close them before integration occurs. Please confirm.</p> <p>Q3: All 3rd party API details and purpose will be provided during design phase so the required fields can be captured to avoid rework. Please confirm.</p>	<p>Already answered similar query, please go through the same.</p>

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98	65	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.7 Kickstart-4- System should ask user to confirm the nearest possible image of its issue.</p> <p>Once user selects the nearest image which describes its issue well, action will trigger the core engine of AI/ML advisory and confirmed image will be treated as final issue submitted by user.</p>	<p>In case a farmer can't find any suggested near-matches, can the user upload their own image, or are they required to select from only the nearest possible images from the data bank? Assumption: The former case - If the user does not find a near match image of the issue at hand, they can upload their own image.</p>	<p>The above mechanism of selection of nearest matching image is for assistance to user and also for first level filtering of image based on user acceptability. Yes, if nearest matching is not available than also system should allow user to submit the issue.</p>
99	66	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.3 MOBILE APPLICATION FOR IMAGE COLLECTION OF CROPS</p> <p>3.3.11 Platform- Should support Android 5.0 and above</p>	<p>Q1: What is the medium of distribution of Android app to public - is it Google Play? We understand that the RISL will purchase a Google Play Store account and use it for releasing Android apps to public. Please confirm.</p> <p>Q2: Please confirm that the RISL will be the custodian of the credentials of the said Google Play Store?</p> <p>Q3: Please confirm that the RISL will perform the release of apps on Google Play Store? Bidder can help and guide RISL, wherever required.</p>	<p>It shall be google play store. RISL already has credentials. RISL shall perform the release of apps on google playstore.</p>

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100	66	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.3 MOBILE APPLICATION FOR IMAGE COLLECTION OF CROPS</p> <p>3.3.12 APIs development & integration support - Integration with various platforms of RISL like Rajasthan SSO, Rajdharaa (State GIS Platform), e-Sanchar, RajKisan Saathi Platform and web interface for agri-experts for providing crop pest & health management solutions to farmers.</p>	<p>Q1: Bidder will develop APIs and provide integration support for only the feature in scope for this RFP. Any other APIs have to be developed, maintained and supported by respective RISL agencies. Wherever integrations are required, Bidder will require inputs from RISL for the API signatures, authentication details, etc. Hope this assumption is correct. If no, please provide details.</p> <p>Q2: Integration with any RISL/external vendor APIs must pass through required security checks. In case any security vulnerabilities are identified, RISL to work with it's other partners to close them before integration occurs.</p> <p>Q3: All 3rd party API details and purpose have to be provided during design phase so the required fields can be captured to avoid rework.</p>	<p>Already answered similar query, please go through the same.</p>
101	66	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.3 MOBILE APPLICATION FOR IMAGE COLLECTION OF CROPS</p> <p>3.3.9 Multi-Language Support- Mobile application should be bilingual (Hindi/English)</p>	<p>Breaking this point into 3 parts:</p> <ol style="list-style-type: none"> 1. Is the Master data expected to be in English and Hindi? Examples: List of district, tehsil, village/city, crop, variety, disease, description and recommendation for each stress condition, etc. 2. Are the form labels in application expected to be in English and Hindi? Examples: "Enter name", "Select district", "Select crop", "Enter issue description", etc. 3. Can the mobile application user enter data in Hindi? <p>If yes the user will need to install and choose specific keyboards in Android smartphone. We can</p>	<p>Already answered similar query, please go through the same.</p>

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				provide the steps in user manual. If the user already has any Hindi keyboard install, they can directly use it. Examples: "हिरनमगरी, उदयपुर"	
102	67	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.4 WEB INTERFACE FOR AGRI-EXPERTS FOR PROVIDING CROP PEST & HEALTH MANAGEMENT SOLUTIONS TO FARMERS</p> <p>3.4.1 User Management & Role Access-</p> <ul style="list-style-type: none"> - Agri-Expert-Expert role for providing advisory services - 2nd level - Agri-Experts / Approval Authorities for image approval - 1st level- Agriculture Department officials working in field / selected bidder's users - Admin – Managing of portal and other masters and creation of roles and access for other users 	<p>Q1: Portal Role access and Master data management to be available for Admin user. Hence all master data has to be entered by admin only. Is this correct?</p> <p>Q2: Location master data at all levels (state/district/taluka/village) has to be provided or verified as captured by RISL. Is this correct?</p>	<p>It is clearly mentioned that admin role is for "Managing of portal and other masters and creation of roles and access for other users". Nowhere it is mentioned that admin will enter the master data entry. In exceptional cases after Go-Live admin may use its access criteria if required.</p>

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103	67	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.4 WEB INTERFACE FOR AGRI-EXPERTS FOR PROVIDING CROP PEST & HEALTH MANAGEMENT SOLUTIONS TO FARMERS</p> <p>3.4.3 User Functionalities-</p> <p>- Agri-Expert- System should receive request for enhanced advisory sought from farmers through mobile application. System should allow user to view these requests through user dashboard in a list view with filtering options. After clicking on action tab against each query, system should call core AI/ML engine for 1st level of resolution and same shall be shown to user in edit mode. User should be able to see image uploaded by farmer with zoom in zoom out option. User shall edit the recommendation section and diagnosis and issue advisory to farmer.</p>	<p>Q1: Which medium of notification is required? SMS, Android's push notification or something else?</p> <p>- 1.1: If SMS, is the assumption#1 correct that RISL will perform onboarding of SMS vendor, bear the costs (operational, registration, etc.), complete the TRAI mandate of DLT (digital ledger technology)? Assumption#2: Once this is done, RISL will provide SMS API and method of generating authentication token to Bidder. Is this correct?</p> <p>- 1.2: If Android's push notification service to be used, account creation with 3rd party vendor (e.g. Google) is necessary.</p> <p>Q2: Should there be a notification to the farmer if there is a change in recommendation by expert?</p>	<p>Android push notifications &SMS both.</p> <p>1. For SMS- RISL has its empanelled telecom partners, clearance from TRAI for bulk messages shall be responsibility of RISL. SMS cost shall be borne by RISL. Selected bidder needs to integrate with e-Sanchaar APIs of RISL.</p> <p>2. Incase of android push notification- Account creation and other formalities shall be done by RISL.</p> <p>3. At each stage communication shall be done by farmer whether it is change or status of service and other details.</p>

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104	68	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	3.4 WEB INTERFACE FOR AGRI-EXPERTS FOR PROVIDING CROP PEST & HEALTH MANAGEMENT SOLUTIONS TO FARMERS 3.4.5 Multi-Language Support- Web Interface should be bilingual (Hindi/English)	<p>1. Is the Master data expected to be in English and Hindi? Examples: List of district, tehsil, village/city, crop, variety, disease, description and recommendation for each stress condition, etc.</p> <p>2. Are the form labels in application expected to be in English and Hindi? Examples: "Enter name", "Select district", "Select crop", "Enter issue description", etc.</p> <p>3. Can the mobile application user enter data in Hindi? If yes the user will need to install and choose specific keyboards in Android smartphone. We can provide the steps in user manual. If the user already has any Hindi keyboard install, they can directly use it. Examples: "हिरनमगरी, उदयपुर"</p> <p>4. Is it okay to have complete web application in English; only farmer advisory or communication to farmer and such exchange is in Hindi ?</p> <p>5. Multi language support for Hindi is available after proof read and go ahead by RISL. Any translation required should be provided by RISL. Please confirm.</p>	Bilingual support in English and Hindi means all details including nomenclature, name tagging, naming convention, drop down lists, user input through typing etc. should be allowed in chosen language by user. If English is selected by user then all details should be in Hindi and if English is selected by bidder then all details should be in English
105	68	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	3.4 WEB INTERFACE FOR AGRI-EXPERTS FOR PROVIDING CROP PEST & HEALTH MANAGEMENT SOLUTIONS TO FARMERS 3.4.7 Platform- Dot Net Framework	Q1: This clause is restrictive. Please allow the bidder to propose any solution which is SOA compliant rather than restricting to .NET framework. Can this be any enterprise-grade tech stack/ framework (e.g. Java based) that meets and supports Service Oriented Architecture considerations, and not be Dot Net Framework?	as per rfp

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				Q2: Can the S/W stack be defined by the bidder? Or is there any need to adhere to the tech stack, frameworks, softwares listed under 5.2.1/other annexures.	
106	68	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	3.4 WEB INTERFACE FOR AGRI-EXPERTS FOR PROVIDING CROP PEST & HEALTH MANAGEMENT SOLUTIONS TO FARMERS 3.4.8 APIs development & integration support - Integration with various platforms of RISL like Rajasthan SSO, Rajdharaa (State GIS Platform), e-Sanchar, RajKisan Saathi Platform and mobile application for image collection/farmer mobile app for crop pest & health management through AI/ML and core AI/ML engine for crop pest & health management solution	Q1: Bidder will develop APIs and provide integration support for only the feature in scope for this RFP. Any other APIs have to be developed, maintained and supported by respective RISL agencies. Wherever integrations are required, Bidder will require inputs from RISL for the API signatures, authentication details, etc. Hope this assumption is correct. If no, please provide details. Q2: Integration with any RISL/external vendor APIs must pass through required security checks. In case any security vulnerabilities are identified, RISL to work with it's other partners to close them before integration occurs.	Other integration support shall be with RISL applications only as and when required during operation & maintenance. Yes, for third party app integration all security related vulnerabilities of third party shall be dealt with third party only. Rest is as per rfp.
107	70	ANNEXURE-5: SELF-DECLARATION	{to be submitted by the bidder on his Letter head} To, {Procuring entity}, _____, In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, - c) is having unblemished record and is not declared ineligible for	Kindly amend the below clause as: ANNEXURE-5: SELF-DECLARATION {to be submitted by the bidder on his Letter head} To, {Procuring entity}, _____, In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of _____, I/ We hereby declare that <u>to the best of our knowledge and based on the documents available</u> presently our Company/ firm _____, at the	as per rfp

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			<p>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 abroad during the last 3 years e) does not have any debarment by any other procuring entity 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;</p>	<p>time of bidding,; - c) is having unblemished record and <u>and to the best of our knowledge and based on the documents available</u> 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) <u>to the best of our knowledge and based on the documents available</u> does not have any previous transgressions with any entity in India or abroad during the last 3 years e) <u>to the best of our knowledge and based on the documents available</u> does not have any debarment by any other procuring entity 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;</p>	
108	71	ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION	<p>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 and assumptions.</p>	<p>As our solution and corresponding estimates will have some level of assumptions, hence it is legally not feasible for us to give such over-riding statement. Hence this clause need to be removed.</p>	as per rfp

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109	71	ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION	<p>{to be submitted by the bidder on his Letter head} To, {Procuring Entity},</p> <p>_____</p> <p>CERTIFICATE This is to certify that, resources deployed by our firm which I/ We have submitted against Annexure-1 are in conformity with the minimum qualifications as mentioned in RFP of the bidding document and that there are no deviations/will not be any deviation of any kind from the requirement or deliverables of technical support services. Also, Our solution is inline with the functional requirement specification mentioned at Annexure-3 of this RFP. 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 and assumptions. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-toend implementation and execution of the project, to meet the desired Standards set out in the bidding Document</p>	<p>Kindly amend the below clause as: ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be submitted by the bidder on his Letter head} To, {Procuring Entity},</p> <p>_____, CERTIFICATE</p> <p>This is to certify that, resources deployed by our firm which I/ We have submitted against Annexure-1 are in conformity with the minimum qualifications as mentioned in RFP of the bidding document and that there are no deviations/will not be any deviation of any kind from the requirement or deliverables of technical support services <u>which are detailed in the deviation sheet.</u> Also, Our solution is inline with the functional requirement specification mentioned at Annexure-3 of this RFP. Also, I/ we have thoroughly read the bidding document and by signing this certificate, we hereby submit our token of unconditional acceptance <u>with deviations</u> to all the terms & conditions of the bidding document without any deviations and assumptions. I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-toend implementation and execution of the project, to meet the desired Standards set out in the bidding Document</p>	as per rfp

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110	72	ANNEXURE-7- COVERING LETTER FOR TECHNICAL BID	<p>Date: [Signature of staff member or authorized representative of the staff] Day/Month/Year Full name of authorized representative: To, Managing Director, RajCOMP Info Services Ltd., C-Block, 1 st Floor, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur Rajasthan Reference. RFP No.Dated..... Sir, We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____, and our proposal. We are hereby submitting our proposal, which includes this Technical proposal and Financial Proposal submitted through e-Procurement Portal. Our proposal is binding upon us. We understand that you are not bound to accept any Proposal you receive. We hereby offer to provide the Services at the quoted rates mentioned in the Financial Bid. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services. We enclose herewith the complete Technical Bid as required by you. This includes: This Bid Letter and Bid</p>	<p>Kindly amend the below clause as: ANNEXURE-7- COVERING LETTER FOR TECHNICAL BID Date: [Signature of staff member or authorized representative of the staff] Day/Month/Year Full name of authorized representative: To, Managing Director, RajCOMP Info Services Ltd., C-Block, 1 st Floor, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur Rajasthan Reference. RFP No.Dated..... Sir, We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated _____, and our proposal. We are hereby submitting our proposal, which includes this Technical proposal and Financial Proposal submitted through e-Procurement Portal. Our proposal is binding upon us. We understand that you are not bound to accept any Proposal you receive. We hereby offer to provide the Services at the quoted rates mentioned in the Financial Bid. We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services. We enclose herewith the complete Technical Bid as required by you. This includes: This Bid Letter and Bid Particulars. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical Bids and that we shall</p>	as per rfp

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			<p>Particulars. We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time. We have carefully read and understood the terms and conditions of the RFP and the conditions of the Contract applicable to this RFP and we do hereby undertake to provide services as per these terms and conditions. Certified that the Bidder is a Company and the person signing the tender is the duly constituted attorney. Bid Security (Earnest Money) for an amount equal to Rs. _____ is enclosed in the cover containing the letter for Technical Bid We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us</p>	<p>remain bound by a communication of acceptance within that time. We have carefully read and understood the terms and conditions of the RFP and the conditions of the Contract applicable to this RFP and we do hereby undertake to provide services as per these terms and conditions. Certified that the Bidder is a Company and the person signing the tender is the duly constituted attorney. Bid Security (Earnest Money) for an amount equal to Rs. _____ is enclosed in the cover containing the letter for Technical Bid We do hereby undertake, that, until a formal contract is prepared and executed, this bid along with the deviations, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us</p>	
111	72	ANNEXURE-7-COVERING LETTER FOR TECHNICAL BID	<p>We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.</p>	<p>The bidder requests the following modifications: We agree to abide by our offer for a period of 180 days from the last date of submission of Bids and that we shall remain bound by a communication of acceptance within that time.</p>	as per rfp

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112	76	ANNEXURE-9: BANK GUARANTEE FORMAT BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)	ANNEXURE-9: BANK GUARANTEE FORMAT BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)	<p>Kindly amend the below clause as: ANNEXURE-9: BANK GUARANTEE FORMAT BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG) <u>This Bank Guarantee issued by</u> <u>_____ Bank, on behalf of the</u> <u>Contractor in favor of Purchaser is in respect of the</u> <u>Contract/agreement dated _____ . As</u> <u>communicated by Contractor on the date of</u> <u>execution of this Bank Guarantee an amount of</u> <u>Rupees _____ (Rupees</u> <u>_____ only) is</u> <u>outstanding and payable to Contractor by</u> <u>Purchaser, in respect of pervious contracts</u> <u>between Contractor and Purchaser.As</u> <u>communicated by Contractor on the date of</u> <u>execution of this Bank Guarantee, there are no</u> <u>outstanding disputes related to any pervious</u> <u>contracts between Contractor and</u> <u>Purchaser.Notwithstanding anything contained</u> <u>hereinabove:a) Our liability under this Bank</u> <u>Guarantee shall not exceed and is restricted to</u> <u>Rs. _____ (Rupees</u> <u>_____ only)b) This</u> <u>Guarantee shall remain in force up to and including</u> <u>_____ (including claim period of three</u> <u>months)c) Unless the demand/claim under this</u> <u>guarantee is served upon us in writing before</u> <u>_____ all the rights of Purchaser under this</u> <u>guarantee shall stand automatically forfeited and</u></p>	as per rfp

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				we shall be relieved and discharged from all liabilities mentioned hereinabove.	
113	78	ANNEXURE-10: DRAFT AGREEMENT FORMAT	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.	Kindly amend the below clause as: 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 and the deviations , are deemed to be taken as part of this contract and are binding on both the parties executing this contract.	as per rfp
114	79	ANNEXURE-10: DRAFT AGREEMENT FORMAT	Note: ii. The maximum amount of agreed liquidated damages shall be 10%.	Kindly amend the below clause as: Note: ii. The maximum amount of agreed liquidated damages shall be 10 5%.	as per rfp
115	83	Annexure 13: List of Crops	Crop names and conditions in Hindi	Can we get the crop names and conditions in English as well? to avoid any confusion	Shall be provided to selected bidder
116	63, 65	ANNEXURE-3- FUNCTIONAL REQUIREMENT SPECIFICATIONS	3.1.10, 3.2.9 Section and rule details required	Should the recommendation from the AI System be visible to the farmer, but can later be changed due to intervention by an expert. OR Should the AI recommendation be always routed through the expert workflow?	It will be discussed with selected bidder during the requirement gathering process

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117	65, 66, 68	ANNEXURE-3-FUNCTIONAL REQUIREMENT SPECIFICATIONS	<p>3.2 MOBILE APPLICATION FOR FARMERS FOR AVAILING AI / ML BASED CROP ADVISORY</p> <p>3.2.15 Multi-Language Support- Mobile application should be bilingual (Hindi/English)</p> <p>3.3 MOBILE APPLICATION FOR IMAGE COLLECTION OF CROPS</p> <p>3.3.9 Multi-Language Support- Mobile application should be bilingual (Hindi/English)</p> <p>3.4 WEB INTERFACE FOR AGRI-EXPERTS FOR PROVIDING CROP PEST & HEALTH MANAGEMENT SOLUTIONS TO FARMERS</p> <p>3.4.5 Multi-Language Support- Web Interface should be bilingual (Hindi/English)</p>	<p>1. Please confirm whether bilingual support implies that only the labels, alerts, messages should be shown in Hindi or is the data entry also expected in Hindi?</p> <p>2. Please confirm that RISL will provide the necessary Hindi translated text for display of Hindi labels and messages.</p> <p>3. In case data entry in Hindi is required, please confirm that the software for virtual keyboard required for data entry on web and mobile will be provisioned by RISL</p>	<p>1. Please confirm whether bilingual support implies that only the labels, alerts, messages should be shown in Hindi or is the data entry also expected in Hindi? RESPONSE- Data Entry in hindi is expected</p> <p>2. Please confirm that RISL will provide the necessary Hindi translated text for display of Hindi labels and messages. RESPONSE- Selected bidder's responsibility</p> <p>3. In case data entry in Hindi is required, please confirm that the software for virtual keyboard required for data entry on web and mobile will be provisioned by RISL. RESPONSE- Selected bidder's responsibility</p>
118	General	General	Acceptance of deliverables	<p>The bidder requests the following additional clause:</p> <p>The Purchaser shall provide response or feedback on deliverables within 7 working days. Purchaser shall provide signoff within 15 calendar days from the submission of final deliverable in complete form by the bidder. In case, the purchaser fails to provide signoff on the final deliverable within 15 working days, same may be considered as deemed</p>	<p>Any deliverable which is submitted to RISL, RISL shall endeavour its best capacity to provide response as soon as possible.</p>

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				acceptance. However, in case the purchaser confirms to the SI with an alternative date, then that date would stand revised for deemed acceptance. Such revisions will be limited to 1 (one) time for the respective deliverable.	
119	General	General	Contract Extension	The bidder requests the following additional clause: The extension and terms of the contract shall be mutually discussed and agreed between the bidder and the purchaser before 3 months of the expiry of the contract. The commercials for extension of the contract beyond the term of the project shall be submitted at the request of the Purchaser.	As per RFP
120	General	General	Invoicing & Settlement	The bidder requests the following additional clause: The Purchaser shall be entitled to delay or withhold payment of any invoice or part of it delivered by the bidder where the Purchaser disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. In the event that Purchaser disputes, Purchaser shall notify bidder reasons for disputing any amount within fifteen (15) days after receipt of applicable invoice, where upon Parties shall promptly seek to resolve the dispute by mutual discussion. If no dispute, substantiated in writing, is made by Purchaser within a period of fifteen (15) days of having received that invoice about any inaccuracy	As per RFP

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				<p>or any defect in the invoice, each such invoice shall be deemed to have been accepted as correct by the Purchaser. Any dispute shall not relieve Purchaser from paying when due, the undisputed portion of the invoice. Any invoice remaining unpaid after the aforesaid period of thirty days shall be treated as a debt owed by the Purchaser to the bidder and the bidder shall be, without prejudice to any other remedies that it may have in this regard, entitled to recover it as such with a monthly interest of 2% calculated from the date the payment became due until the recovery is made in full with interest. Without prejudice to the other rights available, the bidder also reserves the right to withhold the provision of Services till such time all the payments due to it under this Agreement have been made by Purchaser and any such withholding by the bidder shall not be treated as breach by it of the provisions of this Agreement.</p>	
121	General	General	No deviation	<p>The bidder requests the following additional clause: No deviation certificate / clause should be applicable only for the technical features and commercial clauses. Legal deviations on MSA / General Condition of Contract should be allowed which may be negotiated between the Customer and the successful Bidder at the time of MSA/Contract signing. Hence bidder would request to kindly consider the deviations which can be</p>	As per RFP

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				discussed and mutually agreed upon.	
122	General	General		<p>Execution Infrastructure</p> <p>The RISL will provide necessary and adequate infrastructure to enable Bidder to fulfill its commitment for the assignment. This will be applicable for each Bidder Consultant associated with the project and will be arranged for and provided at no cost to Bidder. The infrastructure will include:</p> <ul style="list-style-type: none"> i. Office space; ii. Hardware and software; iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; iv. Office stationery and consumable; v. Secretarial assistance, if necessary at site; vi. Telephone, e-mail and fax facilities at site; vii. Photocopying assistance; viii. Meeting Room facilities including room equipped with a writing board, seating 	<p>RESPONSE:-</p> <ul style="list-style-type: none"> i. Office space; -To be provided by RISL ii. Hardware and software;- RISL shall provide the compute to host the solution on RISL data center. Other development related software's shall be responsibility of selected bidder iii. Computer consumable including stationery, printer ribbons/toner, magnetic storage media such as floppy disks, tapes, cartridges, DATs; - To be provided by RISL iv. Office stationery and consumable;- To be provided by RISL v. Secretarial assistance, if necessary at site;- To be provided by RISL

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				<p>arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided).</p> <p>The above-mentioned infrastructure will be required for work to be carried out at the site of RISL during regular working hours. RISL shall make arrangements to provide for the same beyond these hours such as after regular working hours and on holidays (excluding only compulsory national holidays), whenever required.</p> <p>Co-ordination</p> <p>RISL will provide timely clarifications and feedback sought by Bidder's Consultants during the period of this assignment. RISL will allocate a Project Co-ordinator to interact with Bidder, fix appointments with various RISL Personnel and provide local assistance to Bidder's Consultants. The Project Co-ordinator will have necessary authorization from RISL to take decisions and give timely approvals as per the need of the project.</p> <p>Assistance</p> <p>The RISL will ensure, through its Project Co-ordinator, transfer of information, specification of mutually agreed change-requirements (Change</p>	<p>vi. Telephone, e-mail and fax facilities at site;- To be provided by RISL (excluding mobile phones and its expenses)</p> <p>vii. Photocopying assistance;- To be provided by RISL</p> <p>viii. Meeting Room facilities including room equipped with a writing board, seating arrangements, computers/ terminals, overhead projector and consumables. (pl. mention if any additional infrastructure is to be provided). – Except computer rest shall be provided by RISL</p> <p>Travel related expenses shall be reimbursed to selected bidder as per RISL travel policy.</p> <p>Response to other queries-As per RFP</p>

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				<p>Requests), availability of materials such as documents and equipment, meetings with relevant users and other personnel among other requisites for Bidder to understand and document the same for the purpose of time-bound formal approval by the RISL, before the service is undertaken by Bidder.</p> <p>Necessary and sufficient time will have to be spent by Users in RISL with Bidder personnel during this stage of the assignment.</p> <p>Methodology, Tools and Techniques</p> <p>Bidder will use the methodology, tools and techniques as stated in the accompanying Technical Proposal. Any change in these, if desired by the RISL will need to be communicated to Bidder in writing with a reasonable notice period to allow for an assessment of their impact, if any, on schedule, technical requirements, feasibility and cost.</p> <p>Deliverables</p> <p>The deliverables will be as per the details of the deliverables provided in the accompanying Technical Proposal.</p>	

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				<p>Additional Support and Services</p> <p>In case the RISL requires any additional support in execution of its tasks in respect of the assignment, it shall be provided to them by Bidder on availability-basis at its then current market rate.</p> <p>Travel and Related Expenses</p> <p>Should the assignment require any travel by any Bidder expert outside their respective base location(s), the RISL will provide to-and-fro airfare, board-and-lodging expenses (or, arrangements for the same), as well as local transportation for all such travels.</p> <p>Cost Escalation</p> <p>Bidder will monitor the cost components related to this assignment. At each milestone and at the time of periodic reviews, in case of variances against its budget for reasons not attributable to Bidder like delays in inputs/approvals by the RISL, non-availability of facilities at the RISL, increase in the scope of the agreed Change-Requirements or increase in the RISL's Implementation support requirements etc., Bidder will bring this to the</p>	

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				<p>attention of the RISL. All such cost increases will be discussed and mutually agreed upon. Bidder will then raise invoices, payment period and other conditions for such invoices, which will be similar to those for payments laid out in this proposal.</p> <p>Non-employment</p> <p>The RISL will neither offer to employ nor employ, directly or otherwise, any Bidder employee, associated for the purpose of, or with the assignment, during the period between the date of this proposal and two years from the completion of the assignment arising herefrom.</p> <p>Notices</p> <p>All notices, requests, demands and other communications under this proposal or in connection herewith shall be given to or made upon the respective parties as follows –</p> <p>Bidder: Tata Consultancy Services Limited, TCS House, Raveline Street, Fort, Mumbai 400 001.</p> <p>With a copy to: General Counsel Tata Consultancy Services Limited, TCS House, Raveline Street,</p>	

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				<p>Fort, Mumbai 400 001.</p> <p>RISL: (pl. fill up the Address).</p> <p>or to such other person or addresses as any of the Parties shall have notified to the others.</p> <p>All notices, requests, demands and other communications given or made in accordance with the provisions of this proposal shall be in writing by letter, fax, email or telegram.</p> <p>Waiver</p> <p>No forbearance, indulgence or relaxation by any Party at any time to require performance of any provision of this Proposal shall in any way affect, diminish or prejudice the right of such party to require performance of that provision and any waiver by any party or any breach of any provisions of this Proposal shall not be construed as a waiver or an amendment of the provisions itself, or a waiver of any right under or arising out of this Proposal.</p> <p>Assignment</p> <p>Neither Party shall be entitled to assign or transfer</p>	

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				<p>all or any of its rights, benefits and obligations under this proposal without the prior written consent of the other Party</p> <p>Nonexclusively</p> <p>Bidder shall be free to do similar business either for itself or for any other party or offer similar services to any third parties but without in any way affecting the services agreed to be offered by Bidder under this Proposal.</p> <p>Independent Relationship</p> <p>This Proposal is not intended to create a relationship such as a partnership, joint venture, agency, or employment relationship. Neither party may act in a manner, which expresses or implies a relationship other than that of independent party nor bind the other party.</p> <p>Modification</p> <p>This proposal may be modified only by an amendment executed in writing by a duly authorised representative for each party.</p> <p>Publicity</p>	

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				<p>Neither party shall publicize any information pertaining to this assignment or the other party without seeking the prior written consent of the other party.</p> <p>Entire Understanding</p> <p>This Proposal together with the Schedules, Annexure and Exhibits hereto and executed by the parties hereto constitutes the entire understanding between the parties hereto with respect to the subject matter hereto and supercedes and cancels all previous negotiations thereof. To the extent permitted by Applicable Law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.</p>	
123	32	C - 1.1 Detailed Technical Evaluation Criteria for CQCBS based Evaluation Annual Turnover	<p>Average annual turnover for the period 2018-19, 2019-2020, 2020-2021</p> <ul style="list-style-type: none"> ● >= 15 but <=25 Cr - 5 Marks ● > 26 but <=35 Cr - 6 Marks ● > 36 but <=45 Cr - 8 Marks ● > than 45 Cr - 10 Marks 	<p>Since, the Project Value is estimated to be 4 Crores in line of that evaluation based on the average annual turnover is not proper. In consideration of the same we recommend to consider following methodology</p> <ul style="list-style-type: none"> ● >= 15 but <=25 Cr - 7 Marks ● > 26 but <=50 Cr - 8 Marks ● > than 50 Cr - 10 Marks 	Please refer corrigendum

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124	32	C - 1.2 Detailed Technical Evaluation Criteria for CQCBS based Evaluation Certifications- CMMi Level & ISO 9001	<ul style="list-style-type: none"> ● SEI CMMi Level 3 - 3 Marks ● SEI CMMi Level 5 - 4 Marks ● ISO 9001 - 1 Marks 	<p>Considering the nature of the project and requirement since Software development has to be of a higher standard (Mobile Application or Web pages) and the database or data storage has to be secure using best in class information security standards. Keeping all these points additional certificate and markings may be considered. We urge to RISL to incorporate the following certifications with the recommended marks</p> <ul style="list-style-type: none"> ● CMMi Level 3 - 3 marks ● CMMi Level 5 - 5 Marks ● ISO 20000-1:2018 - 2 marks ● ISO 14001:2015 - 2 marks ● ISO 27001:2013 - 3 marks ● ISO 9001 - 2 marks ● OHSAS 45001 - 2 marks 	Please refer corrigendum
125	32	C - 1.3.1 Detailed Technical Evaluation Criteria for CQCBS based Evaluation	Bidder identified in Gartner magic quadrant for services of Artificial Intelligence in last 3 years – (5 Marks)	Kindly exclude this clause as Gartner Magic Quadrant is not an industry standard and recommendation as well as these are paid services which solely varies from organization to organization	Please refer corrigendum

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126	32	C - 1.3.1 Detailed Technical Evaluation Criteria for CQCBS based Evaluation	Bidder identified as Leader in IDC MarketScape for services of Artificial Intelligence in last 3 years – (5 Marks)	Kindly exclude this clause as GartnerMagic Quadrant is not an industrystandard and recommendation aswell as these are paid services whichsolely varies from organization to organization	Please refer corrigendum
127	32	C - 2 Detailed Technical Evaluation Criteria for CQCBS based Evaluation Previous Project Experience- Application Development	<p>Bidder should have experience of application development including application management services *Projects which are either Completed OR Go-Live status has been achieved OR Currently under Operation and Maintenance / FMS phase during last 5 financial years i.e. FY 2017-2018 to FY 2021-2022 with any Central Govt. / State Govt. (excluding government of Rajasthan) / PSUs in India as per below mentioned criteria:- Profile (Scope and Duration) of the projects.</p> <ul style="list-style-type: none"> ● No. of Projects 1-3 → 15 Marks ● No. of Projects 4-5 → 17 Marks ● No. of Projects > 5 → 20 Marks 	<p>Bidder experience of application development including application management services has to be considered with any Central Govt. / State Govt. (excluding government of Rajasthan) / PSUs in India so, we believe that no. of projects in relation to government sector which has been considered for evaluation perspective at high side so would like to request RISL Team to provide the relaxation in no. of projects: We recommend to consider the following evaluation method:</p> <ul style="list-style-type: none"> ● No. of Projects 1-2 → 15 Marks ● No. of Projects 2-3 → 17 Marks ● No. of Projects > 3 → 20 Marks 	As per RFP

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128	33	C - 2.4 Detailed Technical Evaluation Criteria for CQCBS based Evaluation Previous Project Experience- Application Development	<p>Bidder should have experience of Artificial Intelligence and Machine Learning Projects in last 5 financial years FY 2016-2017 to FY 2020-2021 as per below criteria Profile (Scope, Duration & Value in INR) of project</p> <ul style="list-style-type: none"> ● 2 Projects → 4 Marks ● 3 Projects → 5 Marks ● 4 Projects → 7 Marks 	<p>Considering the fact that projects based on AI & ML are at nascent stage from 2016 to 2019 and it has picked up pace from the last 2 years. We request RISL to consider the following evaluation methodology</p> <ul style="list-style-type: none"> ● 1-2 Projects → 4 Marks ● 2-3 Projects → 5 Marks ● >3 Projects → 7 Marks 	As per RFP
129	34	C - 3.1 Detailed Technical Evaluation Criteria for CQCBS based Evaluation Experience in Agriculture and related areas	<p>Bidder should have experience of Mobile application development in Agriculture or allied sectors *Mobile apps which are either Completed OR Go-Live status has been achieved OR Currently under Operation and Maintenance / FMS phase during last 5 financial years i.e. FY 2017-2018 to FY 2021-2022 with any Central Govt. / State Govt. / PSUs or Private entities in India as per the below-mentioned criteria: -</p> <p>Profile (Scope, Duration and Purchasing Authority) of project</p> <ul style="list-style-type: none"> ● No. of Mobile Apps 1-3 → 5 Marks ● No. of Mobile Apps 4- 6 → 7 Marks ● No. of Mobile Apps > 6 → 10 Marks 	<p>Kindly specify allied sectors include the below mentioned sectors Energy / Life sciences/ Meteorology / Horticulture /Irrigation /Land Records/Agro-Marketing/Forestry/ and any other Agri related industries Please confirm</p>	<p>Agri and allied sectors shall comprise of - Land, irrigation, biochemistry, seed, agri machinery, agro supply chain, horticulture, forest, natural resources, meteorology, life science, agro-processing industries/marketing, warehouse, dairy, animal husbandry</p>

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130	18		The workflow of the envisaged solution for crop pest & health management solution image - > box2 Farmer uploads the image (using mobile app) of suspected insect attack on crop or unusual development of crop texture which may be nutrient deficiency. While uploading the picture farmer selects the crop and system performs some initial checks before letting farmer submit the picture	System performs some initial checks before letting farmer submit the picture Needs clarification. As per annexure-3, 3.2.6, the nearest match for the submitted image is shown to the user from the image data bank / captured from the phone. Request RISL to clarify the type of initial checks to be performed before submitting to the system.	Requisite Contrast/Brightness, Angle, Size of Image, image crop suggestion or any other which is required to maintain desired accuracy.
131		QCBS	Existing clause suggests 70:30, Technical: Financial evaluation.	We would propose 60:40 evaluation as 70:30 would lead to a distorted evaluation w.r.t extremely low weightage to financial score.	as per rfp
132	11	Bid Security	Amount (INR): 8,00,0,00/-; 2,00,0,00/- for S.S.I. of Rajasthan, 4,00,0,00/- for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction	We are MSME registered firm but not based out of Rajasthan so request you to consider the MSME certificate at PAN India level	as per rfp
133	24	5.4	The Selected Bidder shall be responsible to coordinate with RSDC operator to host, install and configure the solution at RSDC, Jaipur. Selected Bidder shall comply with the policies of RSDC for this activity. Selected bidder shall co-ordinate with RSDC for hosting of mobile applications at play store.	Would request to clearly specify the cost for acquiring Safe to Host Certification would not be borne by the bidder	RISL has its own empanelled vendors for safe to host certification process. Therefore, bidders are advised to not consider safe to host certification cost in their financial bid.
134	19	4.2	The overall solution should have minimum 90% accuracy which shall be the minimum criteria for Go-Live of the solution	Would suggest including how the accuracy percentage would be calculated. Will the accuracy be calculated separately for Android and iOS - camera and gallery, device type, lightning conditions	Information is already provided in RFP. Please refer RFP section 5.3 for calculation of accuracy and please refer Annexure- 3-FRS point no. 3.2.17 & 3.3.11

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					(Android Platform Only). Moreover, accuracy shall be tested in actual agriculture field environment.
135	19	4.2	The overall solution should have minimum 90% accuracy which shall be the minimum criteria for Go-Live of the solution	Would also recommend lowering the accuracy percentage as this would improve over time when more images are collected from the field	As per RFP
136	26	6	If milestone and deliverable of S.No. 1 are not achieved than payment of S.No. 2 to S.No. 5 shall not be released by RISL despite as a sub-component of the entire solution these deliverables have been accomplished by the selected bidder.	Wuold recommend to remove this clause	Please refer section 4.2 of RFP. The entire solution has 4 sub-components, if any one sub-component does not function during beta level and Go-Live stage the other sub-components which are working are of no use. Therefore, payments are linked to proper functioning of entire solution and not as in silos.