

2022

RajCOMP Info Services Limited (RISL)

Request for Proposal (RFP)

For

Selection of System Integrator (SI) for
Establishment of Call Centre and provide Call
Centre related Services for Rajasthan Sampark
(CM Helpline 181) 2.0 for Govt. of Rajasthan



RFP for Selection of System Integrator for establishment of Call Centre and provide Call Centre related Services for Rajasthan Sampark (CM Helpline 181) 2.0 for Government of Rajasthan

[NIB No. F4.3(494)/RISL/Tech/2022-01190/948

Dated:10-05-2022

Unique Bid No.: RIS2223SLOB00016

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)
Last Date & Time of Submission of Bid	14.06.2022 at 3.30 PM
Date & Time of Opening of Technical Bid	14.06.2022 at 4.30 PM

Bidding Document Fee: Rs. 5,000 (Rupees Five Thousand only)

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

RajCOMP Info Services Limited (RISL)
 First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)
 Phone: 0141- 5103902 Fax: 0141-2228701
 Website: <http://risl.rajasthan.gov.in>, Email: gksharma@rajasthan.gov.in

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ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Appliance	An appliance is a pre-packaged, pre-configured balanced set of hardware (like servers, memory, storage, I/O channels etc), software (Operating System, management Software etc) sold and supported by one OEM. It is sold as a unit with built-in redundancy for high availability and positioned as a complete platform.
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bidder / Supplier	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order and shall remain valid for three years from the date of Go-Live of the project
Day	A calendar day as per GoR/Gol
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
Go/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well

	as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods & Service Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur

Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SLNO	State Level Nodal Officer
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.raj.nic.in
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
GST	Goods & Service Tax
WO/ PO	Work Order/ Purchase Order
SI	System Integrator

NIB No. F4.3(494)/RISL/Tech/2022-01190/948

Dated: 10-05-2022

Unique Bid No.: RIS2223SLOB00016

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

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: RajCOMP Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. G K Sharma Designation: General Manager(Technical) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Email: gksharma@rajasthan.gov.in
Subject Matter of Procurement	Selection of System Integrator (SI) for establishment of Call Centre and provide Call Centre related Services for Rajasthan Sampark 2.0 (CM Helpline 181) for Government of Rajasthan
Bid Procedure	Single Stage Two Envelope Open Competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)– L1
Websites for downloading Bidding Document, Corrigendum, Addendums etc.	<ul style="list-style-type: none"> Websites: http://risl.rajasthan.gov.in, http://eproc.rajasthan.gov.in and http://doitc.rajasthan.gov.in Bidding document fee: Rs. 5000 (Rupees Five Thousand only) in Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”. RISL Processing Fee: 1000 (Rupees One Thousand only) in Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”.
Estimated Procurement Cost	Rs. 190.00 Crore (Rupees One Hundred Ninety Crore Only)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): 2.0% of the estimated procurement cost (mentioned above), 0.5% for S.S.I. of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction. Mode of Payment: Banker’s Cheque or Demand Draft or Bank Guarantee (in specified format), of a Scheduled Bank in favour of “Managing Director, RISL” payable at “Jaipur”
Manner, Start/End Date & Time for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at e-Proc website http://eproc.rajasthan.gov.in Start Date: 10.05.2022, 04.00 PM End Date: 14.06.2022, 03.30 PM
Date/ Time/ Place of Pre-Bid Meeting	<ul style="list-style-type: none"> Date: 17.05.2022 Time: 03.00 PM Venue: RISL Board Room, First Floor, C- Block, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date /Time/ Manner of submission of pre- bid queries	<ul style="list-style-type: none"> Date: 18.05.2022 Time: 05.00 PM Manner: Through email on gksharma@rajasthan.gov.in

Date & time of submission of pre-bid queries responses and upload of Final RFP	<ul style="list-style-type: none"> • Date: 27.05.2022 • Time: 04.00 PM
Submission of Banker's Cheque/Demand Draft for Tender Fee, Bid Security and RISL processing fees	Upto 14.06.2022 till 3.30 PM
Date/ Time/ Place of Technical Bid Opening	Date: 14.06.2022 Time: 4.30 PM Place: RISL Board Room, First Floor, Yojna Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

Note:

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

- 10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

-sd-

(G.K. Sharma)

General Manager (Technical)

2. PROJECT PROFILE & BACKGROUND INFORMATION

2.1 About RISL

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

2.2 Project Profile

Government of Rajasthan has already established a Citizen Contact Center of approximately 400 seats for dissemination of awareness of various schemes, providing necessary information to citizens and dealing with public grievances. Rajasthan Sampark was launched in the year 2014 across the state of Rajasthan with various functionalities. Over the years, based on the feedbacks and lessons learnt, various enhancements and updates have already been implemented in the overall solution to cater the requirement of various stakeholders. The current Citizen Call Center has already become an integral part of the Rajasthan Government as a mode of disseminating information and redressal of public grievances through CM Helpline (181). The Call Centre fully operational on 24X7 basis. Various departments as per their requirement had integrated the Call Centre solutions in their workflow to interact with citizens. On an Average around 50,000 calls are transaction per day done by the Call Centre for various requests by the citizens.

In addition to the information service and grievance redressal, the Call Centre also conducts various surveys and campaigns based on the requirement of respective stakeholder departments. During the COVID 19 pandemic scenarios also the Call Centre has played an integral part in facilitating the operations of COVID War Room. Numerous requests and grievances are being registered related to COVID -19 pandemic; this existing Call Centre is already acting as primary access points for the citizens for registering their respective requests. On an average 4000 to 5000 calls are received on a daily basis especially for COVID-19 related cases apart from other public grievances and information related calls.

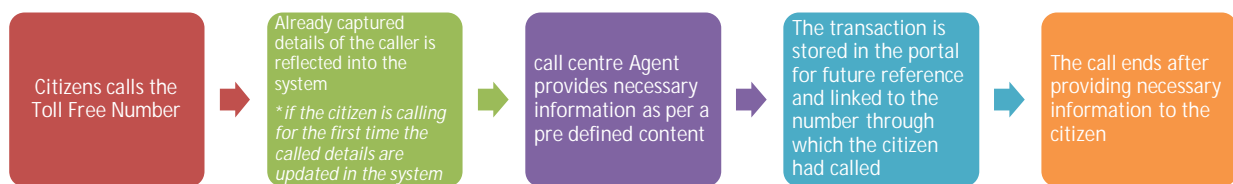
2.2.1 Techno – Functional Solution Details:

Following functionalities are required in the Call Centre according to the need:

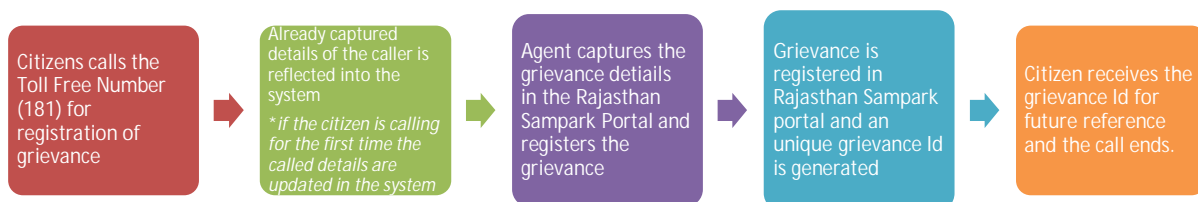
- Interactive Voice Response System
- Automatic Call Distribution
- Customer Relationship Management Application
- Computer Telephony Integration
- Recording Solution
- Inbound and Outbound calling
- Automatic Speech Recognition
- Rajasthan Sampark Grievance Redressal Module

2.2.2 Workflow:

i. Informational Services:



ii. Grievance Redressal –



For both the above mentioned processes, the dialler pushes the caller details to the respective applications / portals for ready reference. Similar concept can also be evaluated for registration of e-Mitra related service request wherein the caller information may be pushed to the respective service request portal and rest of the processing related to the service delivery will take place in the e-Mitra portal.

2.2.3 Envisaged Scenario:

- To establish an integrated Call Centre under a single platform having 1000 seating capacity. Number of seats required for different government programmes/ schemes at different locations shall be decided by RISL and these required seats shall be located anywhere in Rajasthan state.
- Seamless integration of all the department centric software application with the Call Centre CRM so that specific requests from the citizens can be directly routed to the respective departments at the initial phase of processing the requests. This will reduce the overall turnaround time of the service delivery.
- Facilitating Call Centres services as an additional mode of service delivery for additional citizen centric services.

- Levering legacy data of Call Centre related services to derive insight through Analytical dashboards for better planning and enabling proactive response towards improvement areas across the state.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008.	Copy of valid Registration Certificates OR Copy of Certificates of Incorporation
2	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the bidder from IT/ ITeS during the last three financial years i.e. from 2018-19 to 2020-2021 should be at least Rs. 20.00 Crore.	CA Certificate with CA's Registration Number/ Seal
3	Financial: Net Worth	The Net Worth of the bidder should be Positive as on date (as per last published audited Balance Sheet).	CA Certificate with CA's Registration Number/ Seal
4	Technical Capability	a. The bidder should have a similar nature fully functional Call Centre facility with at least capacity of 300 physical seats setup in any sector in last three years as on date of submission of the bid in a single project. b. Bidder should have 3 years experience of similar nature public grievance redressal system including call centre services of any sector.	Copies of Work Orders with Order Value And Completion/Phase Completion Certificate issued by Client Organization.

S. No.	Basic Requirement	Specific Requirements	Documents Required
5	Tax registration and clearance	The bidder should have a registered number of: i. GST ii. Income Tax / PAN number.	Copies of relevant Certificates of Registration
6	Certifications	The bidder must possess at the time of bidding, a valid CMM/CMMI Level 3 or ISO 9001:2015 & 27001:2013 or above certification.	Copy of a valid Certificates
7	Office in Jaipur	The bidder should have a project office in Jaipur, Rajasthan	Undertaking on company letter head duly by authorized signatory.
8	Mandatory Undertaking	A Self-Certified letter as per Annexure-6: Self-Declaration	

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above, the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

4.1 Scope of Work:

The objective of Citizen Contact Centre is to provide a single point of contact to residents for provision of non-emergency informational and grievances services of identified Government services in both Hindi and English.

The contract period shall three (3) years from the date of successful go-live and shall be extendable on year-on-year basis solely at the discretion of the Purchaser on same terms and conditions upto a maximum of two years beyond the current envisaged three years (3+2 years). During the contract tenure, the scope of work for Call Centre shall include the following Components:

- **Component 1:-** Call Centre Set-up and Commissioning: Physical (Non ICT) Infrastructure
- **Component 2:-** Call Centre Set up and Commissioning: IT Infrastructure
- **Component 3:-** Manpower Services for Operation and Maintenance of Call Centre

4.1.1 Establishment and Commissioning of Physical (Non ICT) Infrastructure

In this phase, the System Integrator (SI) shall set up and commission the physical Infrastructure required for the Citizen Contact Centre (CM helpline 181) as per the details given hereunder in order to get it ready for the Go – Live.

4.1.1.1 Physical (Non ICT) Infrastructure

Physical infrastructure will define the requirement of space for operating a Call Centre and its location.

a) Location of Call Centre

It is envisaged that accumulated capacity of call center seats will be 1000 and number of seats required for different government programmes/ schemes at different locations shall be decided by RISL and these required seats will be located at minimum 50 seats each in Jodhpur, Kota and Udaipur, scalable up to 200 seats and rest seats will be located at Jaipur location.

b) Space for Call Centre:

The space for development of Call Centre at designated locations shall be provided by the Government of Rajasthan/RISL/DoIT&C free of cost.

c) Infrastructure & facilities:

The following shall be provided by the SI unless otherwise explicitly mentioned:

- i. SI will deploy new physical infrastructure (Non ICT).
- ii. The electricity for the Call Centre shall be provided by RISL free of cost. In case of rented place, the SI shall pay the electricity bill and the RISL would reimburse the bills to SI on actual basis.
- iii. Office furniture and setup including air-conditioning, networking, telephone connectivity, pantry area etc
- iv. Preparation of training room within the allocated area and with appropriate

facilities.

- v. Adequate seating space for at least one RISL Officer.
- vi. Other facilities in compliance with the industry standards/ requirements for smooth operations of the contact centre
- vii. The proposed site should have adequate power back up of three hours battery backup.
- viii. SI shall submit the entire blueprint (including floor plans, training room plan, seating, civil/ electrical work needed etc) of Call Centre to RISL for approval

d) Toll Free Number:

The SI shall acquire the Toll Free number only in the name of Purchaser i.e. the Service Subscriber will be Purchaser. The Toll Free number should have following features:

- i. The Number should be accessible from all network operators.
- ii. There shall be no call charges for citizens calling to this number from any network.
- iii. Citizens should be able to dial this toll free number from mobile as well as landline
- iv. SI may require procuring an additional PRI line (30 channels) for non-toll free number in the name of Purchaser from any Telecom Service Provider other than toll free number to function as an alternate number in case of unavailability of the primary toll free number.
- v. The non-toll free number shall be used for outgoing calls to citizens and department for follow ups, quality feedback, etc. The cost associated for such calls shall be reimbursed by RISL based on original bills, invoices and supporting.
- vi. The fees paid for the acquisition of the toll free number, non-toll free number and applicable rentals shall be reimbursed on actual after submission of relevant bills from the Service Providers. The tariff and the rental charges (for the toll free number, non-toll free number and the telephone lines) negotiated with the Telecom Service Providers should be in consultation with the Purchaser. The SI shall take the approval of the Purchaser before finalizing the tariff agreement with the Telecom Service Providers.

e) Seats:

The Call Centre to be setup at Rajasthan will follow the per-seat model. The Call Centre will be of minimum 400 seats, scalable up to 1000 based on requirement during the contract period. Initially, the Call Centre will be of 400 seats only which will be operational throughout the window of operations as specified in this RFP. The SI shall maintain the above prescribed number of seats as long as there is no additional requirement from RISL. If the requirement arises, RISL shall give an order for increase or decrease of the number of seats. The SI shall have to ensure increase / decrease of seats as per the following:

- Temporary increase (or increase during peak hours) shall mean increase for a limited period. It could be for a few months. It could also mean increase during peak hours in a day for any number of days.
- For any temporary increase (or increase during peak hours) in number of seats, 10% of the current number of seats shall be kept as buffer.
- Any requirement of permanent increase up to 10% additional seats or temporary

increase(or increase during peak hours) beyond 10% but upto 20% of the current number of seats shall have to catered within 2 weeks from the date of notification of requirement, if any delay then penalty will be as per section 7.

- Any requirement of permanent increase in seats beyond 10% additional seats or temporary increase(or increase during peak hours) of beyond 20% of the current number of seats shall have to catered within 4 weeks from the date of notification of requirement, if any delay then penalty will be as per section 7.
- In case RISL wishes to reduce the number of seats/ change an agent, a written/ email communication will be sent to the SI. The SI shall be given a period of one week from the date of receipt of such communication as notice period before exit. The SI would ensure appropriate handover of work from the outgoing agent.
- The SI shall be paid proportionately for the temporary increase (or increase during peak hours) in number of seats for applicable days/months by RISL. Suppose the SI deploy a seat for 6 hours for two weeks (84 hours) to handle peak hours calls. RISL shall pay the cost incurred for per seat for 7days (84 hours /12 hours per day).
- The SI shall keep provision for the virtual seats if asked by the RISL. All necessary infrastructures required for operationalization of these virtual seats shall be the responsibility of the SI.
- As per requirement, the SI shall provision technical helpdesk seats to resolve the issues of other IT applications. Experience and qualifications (Diploma/Degree/O level certificate) should be relevant.
- As per requirements, the SI shall provision seats for Counsellors or Subject experts i. e. Legal, Medical, Educational, e-governance, Rural development, Social welfare etc. providing assistance to Citizens. Experience and qualifications (Degree) should be relevant.
- The SI shall provide the facility of messages to send the officers through WhatsApp, which grievances are long pendency or high priority.

4.1.2 Establishment and Commissioning of IT Infrastructure

Under this component, the SI shall undertake the following activities (but not limited to):

a) Procurement and Installation of IT Infrastructure.

- (i) The SI may needs to procure or use the existing IT Infrastructure to execute the scope of work as defined in the RFP. The setup of IT infrastructure (hardware and related software) shall be hosted at the Rajasthan State Data Centre (RSDC). The detailed functional requirements of these applications and non-functional requirements are available in Annexure17 titled “Indicative Functional and Non Functional Requirement Specifications” of this RFP.

The key features of this set up will be as per the following:

- The servers and server side infrastructure of the Call Centre will be co-located at the Rajasthan State Data Centre and shall leverage the common facilities of RSDC such as facility management, power back up firewall etc. List of co-located services available at the Rajasthan State Data Centre are mentioned in the Annexure titled “List of co-located services at RSDC”. Please note basic level of servers shall be provisioned at the State Data Center for hosting the application. However, if the SI feels the need to install additional servers or other IT equipment for the successful implementation

and execution of this project for the entire project duration, the SI needs to ensure installation of such server(s)/ IT Infrastructure at its own cost.

- The SI shall connect the RSDC with the Call Centre through optical fibre/secLAN and connectivity between the RSDC and designated locations of the Call Center will be provided by RISL.
- It will be SI's responsibility to procure and deploy the hardware and software at RSDC. Appropriate manpower should be made available by SI for the configuration and maintenance of the CRM/IVRS/CTI/Recording Solution. SI shall ensure the uptime between RSDC and agent area as per the SLAs. RSDC shall only provide FMS and O&M for the backup and recovery, vendor management for the hardware maintenance, OS configuration, patch management for the OS and database in consultation with SI
- The SI shall follow the standard DR policies of Rajasthan State Data Centre. DR policies shall be shared with the selected SI.
- The IT infrastructure at State Data Centre (if any) has been provided by the SI will be transferred to RISL upon go-live

b) Customization and Integration of Applications

(i) As part of the establishment of the Call Centre, the SI needs to procure, customize and integrate various applications procured for the Call Centre as per the requirements of RISL. These applications will include:

- Interactive Voice Response System
- Automatic Call Distribution
- Customer Relationship Management Application
 - i. Social media
 - ii. Whats App
- Computer Telephony Integration
- Recording Solution

(ii) Suitable reporting software should be available, as part of the above mentioned applications, to generate standard report formats to measure/ verify various SLAs, for monitoring the performance of agents, IVRS, ACD etc. SI has to provide a portal for sharing reports so that the designated officers of Purchaser are able to generate reports at Purchaser's end. The key characteristics of the reports shall include:

- The reports should be in flexible report formats, in xls, txt., ppt or any other user-friendly structure including graphics depending on the requirement of RISL
- Reports should also be available in web-enabled format & should be configurable to be mailed to a defined mailing list at defined interval/ period.

(iii) Integration with applications of other departments:

- The CRM should be customized in such a way that whenever any new scheme or services are added by RISL as a part of the Call Centre service, the system should have the provision to develop and incorporate a customized form for specific scheme or services in such a way that is any citizen wants to avail any scheme related information, the Call Centre agent should be able to select that particular scheme and appropriate form should be opened with necessary information
- The system should have the provision to consume information through

web services/ APIs from other applications so that after proper authentication, the specific form should have filled information pertaining to the service availed. E.g. if a citizen has already applied for any specific service through e-Mitra and the citizen has not received the service within specified timeline, the system should be able to fetch the details through service Id. After proper authentication of the citizen. APIs shall be developed by the concerned department.

- Integration with Call Centre CRM – The envisaged application must provide seamless data integration with the Call Centre CRM in such a way that the system should be able to detect all the grievance details based on the number from which the caller has contacted the Call Centre.
- Developing necessary interface for integration with related database of e-Mitra, Data Lake and other service delivery platforms based on the need of RISL. Administrative support for integration with other application shall be the responsibility of Government of Rajasthan

c) Content and SOP Preparation

The SI will be required to prepare detailed Standard Operating Procedures and content & scripts for new applications at least 2 information and 2 grievance services for UAT and testing purposes before go-live.

d) Assistance in User Acceptance Testing of the complete solution and incorporation of feedback/ bugs:

The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications, and performance. As part of the acceptance testing and certification, the SI will be responsible for:

- a) Preparation and submission of detailed FAT/UAT plans/ formats
- b) Prepare various use cases and scenarios
- c) Perform hardware and software testing of various components/ modules as per the scope of work and functional requirements specified by RISL
- d) Assist RISL in carrying out user acceptance of the solution
- e) Provide system test cases with results
- f) Providing appropriate bug reporting and tracking tool
- g) Rectifying hardware and software issues/bugs reported during testing upto the satisfaction of RISL

Final approval/ user acceptance of the system will be given by RISL after successful implementation and testing

e) Facilitate Security Audit of the system and incorporation of feedback/ bugs:

Post UAT and incorporation of its feedback, the SI will have to get the entire integrated solution for Call Centre security audited by the GoI empanelled agency, engaged and approved by RISL. The SI will also be responsible for addressing the bugs received in the security audit. The cost towards conducting this security audit should have to be borne by the SI.

f) System Integration and Commissioning

Integration and commissioning of the Call Center shall be accomplished when all the activities mentioned in section 4.1.1 and section 4.1.2. (point a to point e.) of the Scope of Work including the following have been completed:

- a) Hiring, training and floor-readiness of required agents including project manager and support staff for operation of minimum 400 seats, scalable up to 1000 based on requirement during the contract period.
- b) Site preparation which would include physical and IT Infrastructure.
- c) Preparation and validation of content and scripts for all the services which are currently running in the Call Center.
- d) Setting up (Installation, Testing and Commissioning) of RSDC hardware and software infrastructure
- e) UAT (using the toll number procured for the Call Centre) completion and incorporation of all feedback received during the UAT.

4.1.3 Manpower services for operation and maintenance of Call Center

a) Period of Operation and Management Phase

Post commissioning, the Call Centre shall enter the operations and management phase which the SI shall have to run as per details given here under for three (3) years from go-live. The contract will be extendable on a year-on-year basis solely at the discretion of the RISL on same terms and conditions upto maximum extension of two years beyond the current envisaged three years and as per the terms of this RFP. In case of any extension to the SI beyond three years after go-live, the per seat cost shall be increased by 8% on an annual basis on the previous per seat cost.

b) Window of operations

The operating window for Call Centre shall be operational 24X7 and the SI should maintain the number of agents requested by RISL throughout the window of operations.

c) Language Capabilities

- (i) Call Centre should support the Hindi language to enable access to a greater section of the population.
- (ii) For contacts made via telephone, an IVRS prompt shall provide language options to the caller to facilitate language selection. The SI shall ensure that adequate number of agents trained in local language are available for providing services.
- (iii) Any online interface provided by the SI should also support Hindi capabilities for both display and input. Outbound emails to customers shall be in the language of communication received from the customer. In case language of communication is not known, Hindi will be the default language. All types of SMS (inbound and outbound) shall be supported in Hindi and English languages.

d) Content Management

Content creation and management is the backbone of any contact centre. The SI will create, maintain, update and validate the scripts from the data for the purposes of facilitating the same to its agents. These scripts shall be considered for real-time citizen interaction usage only after approval from the respective state departments. Content Management shall entail the following activities on the part of SI:

- (i) **Content Creation:** Content creation refers to the conversion and transformation of the identified information and data in pre-defined formats. Once the data

transfer is completed from the department's end, this data shall be processed at Call Centre level for conversion in pre-defined formats, usually in script form, which shall be utilized by Call Centre Agents during service delivery to citizens. During data processing, it shall be ensured by SI that sanctity of data is maintained and no change in data content is done.

- (ii) **Content Update and Modification:** SI must ensure periodic update of content. Any update intimated by the Participating Department or RISL must be incorporated within 2 days of such intimation. SI must also ensure preparation of FAQs on the basis of frequent service requests experienced at Call Centre; the same shall be incorporated in the content every 15 days.
- (iii) **Content Validation:** SI must ensure validation and formal vetting of scripts (including FAQs) generated and updated on the basis of content received from the participating departments before its use for real-time citizen interaction. The manner and frequency of validation shall be decided during discussions between RISL and SI. SI shall submit the script / content related to the services to the owner/ participating department with the help of RISL and take formal approval through email / written communication. RISL shall facilitate and help SI in seeking timely approval from the participating department.

e) Call Management

Call Centre will be accessible by the customers on the designated number and email address. The calls initiated from any phone number/ operator to the designated number shall land in the Call Centre of the State. The SI will be required to prepare the Standard operating procedures (SOP) for various call types received through various channels and for each service to be delivered from the Call Centre. The list of standard operating procedures to be prepared includes, but not limited to, the following:

- (i) SOP for handling Voice, Voice-Bot, SMS and E-Mail channels for both information and grievance requests
- (ii) SOP for call closure including follow-up with departments
- (iii) SOP, scripts and escalation matrix for each service to delivered through Call Centre

f) System maintenance post Go-Live

The SI shall be responsible for Call Centre solution and infrastructure maintenance during the operations and maintenance phase which shall include:

- (i) Annual Technical Support Services including application patch, updates and deployment
- (ii) Application Customization (incl IVR Tree expansion)
- (iii) Maintenance of IT Infrastructure and support systems
- (iv) Helpdesk Management
- (v) Preventive Maintenance Services
- (vi) Corrective Maintenance Services
- (vii) Configuration Maintenance Services
- (viii) Network Management Services
- (ix) Vendor Management Services
- (x) Asset Management Services
- (xi) Overall responsibility for smooth operations of the complete Call Centre ecosystem

g) Monitoring

- (i) A facility should be available for RISL's monitoring team, external & internal auditors to periodically inspect the functioning of Call Center. The monitoring team should be able to access all sub-systems/ servers, records, security measures including data & software back-ups, firewalls, anti-virus software updates etc.
- (ii) For monitoring, audit and quality assurance purposes, 100% call recording should be done and such recordings should be stored for a minimum period of 180 days from the date of recording. SI shall provide the recorded log to the RISL every half-yearly via compatible medium.
- (iii) Additionally, SI should provide facility to remotely monitor performance on all SLAs/ KPIs and also of all the applications provided by the system i.e. real-time ACD statistics, calls in queue, number of agents logged in, number of agents abandoned answered calls, query of the call logs of a particular customer etc. by designated Call Center Coordinator or Call Center in-charge
- (iv) SI should generate and submit to RISL periodic MIS and SLA reports as per the format and frequency decided by RISL

h) Manpower Requirements

- (i) The SI will provide manpower for the specified numbers of seats specified in the section – Seats in the RFP. The qualification and experience of the resources i.e. specifications Call Centre Agents and Staff is mentioned in Annexure 15 of this RFP. The SI should provision for staff (incl buffer staff, if any) in such a way that the SLAs specified are maintained.
- (ii) The SI will have to ensure availability of below mentioned staff on a full time basis in the Call Centre at designated locations as decided by RISL:
 - 1. The SI shall provide 1 project manager for over all operation.
 - 2. The SI shall provide 1 assistant project manager for every 200 seats.
 - 3. The SI shall provide 1 Team lead for every 20 seats.
 - 4. The SI shall provide 1 trainer for every 100 seats. The SI shall also provide 1 quality auditor for every 2 team leads (40 seat).
 - 5. Based on need, requirement for software developers may arise for customization and/ or integration requirements at Call Centre. The SI will provide software developers as per the UIDAI empanelment for Software Solution Providers (Tier III).
 - 6. The educational qualifications and experience requirements for the project manager, assistant project manager, team leads, trainers, agents, Quality auditor, Network administrator, content manager and software developer are available in Annexure 15.
 - 7. While the SI will be paid on the basis of seats, it shall also have to ensure the additional staff such as MIS executive, Technical support staff, HR coordinator and admin staff etc from time to time in order to effectively run the Call Centre operations within the prescribed SLAs.
- (iii) The SI will be liable to adhere to all the labour laws (PF & ESI) and any other laws as may be applicable. Any violation in this regard will empower RISL to terminate the contract. There will not be any employer-employee relationship between RISL and staff of SI. As such, the SI's personnel, employees, agents, etc, should have no authority or right to bind RISL in any manner. It is also clarified that the personnel employed by the SI will be exclusively the employees

of the SI, will be supervised directly and controlled by the SI or its representative, shall be governed by terms of the SI's employment and should have no relationship with RISL. The SI shall be responsible and liable in the event of any adverse claims of whatsoever nature made on RISL by the employees of the SI.

- (iv) If it is observed by RISL that an Agent/ Team Leader has not maintained decorum with a caller on telephone, or if complaint is received against any of the Agent/ Team Leader or if his/ her performance is found to be lacking in the opinion of RISL, RISL may instruct the SI to remove such person from the Call Center.
- (v) SI shall also arrange for the commutation of the agents from their respective home locations to office locations at its own cost.
- (vi) **Emergency Response Support System (ERSS)/ SEOC/ and similar projects:**SI shall also provide the manpower of a minimum of 300 seats for the Emergency Response Support System (ERSS)/ SEOC/ and similar projects without physical (Non-ICT) and IT infrastructure.The manpower shall be deployed as per above mentioned point (ii) as per requirement.

i) Training

- I. SI should make arrangements for imparting proper training in soft skills, language skills, call handling via different channels, training on CRM terminals, content based training etc. so as to prepare the agents to answer different types of queries, and on other appropriate aspects of contact centre services. The salient features of the training program for the agents is provided at Annexure 15 of this document.
- II. SI shall ensure that all the agents are put on live customer interactions only after providing them 15 days of successful Class room training. All training costs are SI's responsibility.
- III. SI shall ensure that the all agents will take 15 days on job (Hand-on) training. After hand-on training, an assessment will be conducted by trainer if agents pass the assessment then agents will be able to take live calls.
- IV. RISL designated officers have the right to attend any training session and/or conduct a training test for agent/s.

4.1.4 Project Deliverables, Milestones, Time Schedule & Payment:

It is envisaged that the citizen Call Centre go-live shall be accomplished by the SI within 4 weeks from the date of issuance of work order to the SI and shall include delivery of following:

Milestone	Scope of Work	Deliverables	Timeline	Payment
Call Centre Go-Live	System Integration and Commissioning as per section 4.1.1 and 4.1.2 of this RFP	Site Preparation Plan	$T_{GL} = T_{WI} + 4$ weeks	NA
		Site Completion Report		
		Solution deployment, Integration and customization report		
		Content Development and SOP Preparation		
		User Acceptance Testing		
		Go-Live Certificate		
Operations & Maintenance Phase	Execution of all the activities as listed in section 4.1.3	SLA reports	Every quarter from T_{GL} till the completion of project duration	Payment for actual seats deployed for that quarter after necessary deductions due to penalty (if any)

Note: It may be noted that the contract will be signed within 7 days of selection of the bidder. The entire activity should be completed within the specified timelines assigned for each phase/ milestone.

- It may be also be noted that the time schedule for each milestone shown in the table above would be enforced independently, even though some of them are inter-dependent. This would have a cascading effect of penalties for delays in all other milestones dependent on the precedent milestone. Therefore, the SI shall have to be extremely careful in establishing an excellent project management set-up. However, any delay in the approval of the deliverable(s) submitted by the SI to RISL shall not account for the delay on SI's part.
- The SI has to design and implement a very detailed plan of implementation that seeks to execute several activities in parallel, adopts critical path method and commits additional resources to activities falling behind schedule so as to keep up with the overall deadline of implementation as mentioned above. The time specified for delivery and other activities as mentioned in the table above shall be deemed to be the essence of the contract and the successful bidder shall arrange supplies and provide the required services within the specified period.
- T_{WI} is the event marking RISL issuing the Work Order to the successful bidder, who is also called the System Integrator (SI).
- T_{GL} is the event marked when the project is declared as Go – Live

4.2 Responsibilities of Stakeholders

The ability of the SI to accomplish its scope of work, as specified above, depends on multiple factors including external stakeholders like RISL fulfilling their responsibilities/ obligations towards the project. These stakeholders and their responsibilities are mentioned below:

4.2.1 RajCOMP Info Services Limited (RISL):

RISL shall be the state designated agency for implementation and maintenance of Citizen Contact Centre in Rajasthan. The primary responsibilities of RISL shall include but not limited to:

- a) Finalization and formalization of agreement and contract with the selected SI
- b) Allocation of space for SI operations
- c) Provide Electricity connection free of cost to the SI
- d) Facilitate necessary approvals for setting up of Call Centre operations in the space allocated or acquired by the SI
- e) RISL shall bear the cost of the providing support (FMS and O&M) for the backup and recovery of the contact centre application.
- f) Ensure facilitation, support and coordination for Call Centre integration with NeGP infrastructure projects including RSDC, SWAN, CSC, State Portal, etc
- g) Coordinate and facilitate interactions between the project stakeholders including SI, State Government Departments and State PMU for Call Centre implementation
- h) Facilitate administrative readiness and e-readiness of the State Government including participating Departments
- i) Facilitate necessary MoU / agreements with State Line Departments/ SI (as applicable) for defining service levels for identified services, overseeing service level adherence, implementation and sustainability of the project and subsequent state wide rollout
- j) Toll free number 18001806128 (181) & 18001806127 will be used by SI and get approval of suitable tariff plan for calls from RISL.
- k) Identification of departments and services to be included in Call Centre along with the service roll out plan
- l) Coordinate with participating departments and oversee the process changes which would be required from departments' end for enabling the service delivery through Call Centre
- m) Project Management, Monitoring and Evaluation as per SLAs defined in the contract / agreement with SI
- n) Periodic review of the project progress, identification of risks and guidance on risk mitigation including preparation of monthly status reports and quarterly review of Call Centre performance against the benchmarked SLAs
- o) Coordination with multiple stakeholders for resolution of issues and challenges identified during the project implementation phase and post implementation phase
- p) RISL shall also ensure necessary facilitation for content generation / creation / update of records for undertaken services and authentication of the same by the participating departments. Post conversion, this shall be authenticated and validated by the participating departments and service owners for all the Call Centre services.
- q) Administration rights of the procured IT infrastructure by bidder and hosted at RSDC, shall be vested by RISL.
- r) Provide email access to the agents

4.2.2 Participating State Department

Participating departments shall be identified at the State level under the supervision of RISL. Once the departments agree and accept to participate in the Call Centre, these departments shall ensure the following:

- a) Appointment of Nodal Officer for the department as SPOC (Single Point of Contact) for Call Centre coordination with other Call Centre stakeholders
- b) Identification and finalization of services to be delivered through Call Centre in conjunction with RISL
- c) Ensure the required support for enabling the identified service to be launched through Call Centre. This shall include the following steps:
 - ✓ Content Creation
 - ✓ Content Validation – State Department shall be responsible for validating all the data related to its services including the agent scripts.
 - ✓ Periodic/ need based Data Update & Modification
 - ✓ State Department shall be responsible for updating the data regularly, deleting or removing irrelevant data and adding new data
 - ✓ Sharing of information updates (as applicable for transactional services)
 - ✓ Information dissemination: Promote usage of Call Centre through its own media, channels, campaigns
- d) Processing of citizen service requests routed through Call Centre in a time bound manner

4.2.3 RSDC (Rajasthan State Data Centre)

RSDC is the State data centre which will host the hardware and software infrastructure at its place. It plays a key role in implementation of the contact centre in the state, with following responsibilities:-

- a) All services, applications and infrastructure to provide efficient delivery of G2C services will be consolidated on RSDC.
- b) The bidder shall be provided with the hardware infrastructure for enabling the various IT components of Call Centre. RSDC shall be responsible to manage all shared servers and infrastructure to be used for deployment of contact centre IT infrastructure
- c) RSDC shall provide infrastructure such as firewall service, directory service, management and data storage services, SMS and payment gateway which could be a shared infrastructure to all the applications /departments in the RSDC.
- d) Some of the key functionalities of RSDC are Central Data Repository of the State, Secure Data Storage, Disaster Recovery, Remote Management and Service Integration.
- e) The RSDC shall provide existing EMS server and tools for the SLA management, in respect to monitor application downtime and application performance.
- f) The RSDC shall provide with existing IT help desk server and tools for help desk monitoring.
- g) RSDC shall provide necessary server licenses like operating system for (servers), antivirus (servers), backup software licence etc.
- h) RSDC shall provide required physical and remote access to bidder for monitoring the contact centre applications at RSDC.
- i) RSDC shall provide SAN Storage, high speed (Fibre Channel)

- j) RSDC shall provide all SAN related infrastructure (e.g. SAN switch) for sharing to the successful bidder.
- k) RSDC shall provide SAN SATA and Tap library usable for archived data storage.
- l) RSDC shall provide required number of Internal and external IP at data centre for the contact centre applications.
- m) RSDC shall share the server/architecture only if required, with the selected SI.

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

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

2) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.
- b) In case, any modification is made to the bidding document or any clarification is issued which materially affects the terms contained in the bidding document, the procuring entity shall publish such modification or clarification in the same manner as the publication of the initial bidding document.

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

3) Period of Validity of Bids

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

4) Format and Signing of Bids

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

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Instrument/ Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	As per Annexure - 10
General Documents		

4.	Tender Form	As per Annexure- 3
5.	Bidder's Authorisation Certificate	As per Annexure- 4
6.	Self-Declaration	As per Annexure- 6
Technical Documents		
7.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
8.	Format for submission of project references for pre-qualification experience.	As per Annexure- 7
9.	Detailed CVs of the proposed team	As per Annexure 19

e) Financial bid shall include the following documents: -

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

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

5) **Cost & Language of Bidding**

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

6) **Alternative/ Multiple Bids**

Alternative/ Multiple Bids shall not be considered at all.

7) **Bid Security**

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB and as per **Annexure -10**.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and

Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

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

- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - a. the expiry of validity of bid security
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

8) **Deadline for submission of Bids**

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

9) **Withdrawal, Substitution, and Modification of Bids**

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

10) **Opening of Bids**

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.

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

11) Selection Method:

Bidder would be selected on the basis of Least Cost Based Selection Method (LCBS) i.e. L1 method as specified in "Financial Evaluation Criteria" of clause titled "Evaluation & Tabulation of Financial Bids", wherein an eligible bidder with adequate technical competence and the most competitive (lowest or L1) rates / quote would be selected for the implementation of the project.

12) Clarification of Bids

- a) To assist in the examination, evaluation, comparison and qualification of the Bids, the bid evaluation committee may, at its discretion, ask any bidder for a clarification regarding its Bid. The committee's request for clarification and the response of the bidder shall be through the e-Procurement portal.

- b) Any clarification submitted by a bidder with regard to its Bid that is not in response to a request by the committee shall not be considered.
- c) No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the committee in the evaluation of the financial Bids.
- d) No substantive change to qualification information or to a submission, including changes aimed at making an unqualified bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.

13) Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part, or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall: -
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract;or
 - ii. If rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. Technical Committee may visit existing call centres mentioned by bidder in technical bid and also may take decision regarding qualifying technical bids submitted by bidders after examining operations of centres.

- f. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) **Non-material Non-conformities in Bids**
- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST/GST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) **Technical Evaluation Criteria:** Bids shall be evaluation based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and Signing of Bids”
- d) **Tabulation of Technical Bids**
- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- e) The number of firms qualified in technical evaluation, if less than two and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- f) The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

14) Evaluation & Tabulation of Financial Bids

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

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/ process online at e-Procurement website.
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded,
- d) Conditional Bids are liable to be rejected,
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied
- f) The offers shall be evaluated and marked L1, L2, L3 etc.L1 being the lowest offer and then others in ascending order.
- g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case.
- h) The L1 Bidder shall be evaluated by adding 50% number of seats in the seats as mentioned in the BoQ.
- i) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- j) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

15) Correction of Arithmetic Errors in Financial Bids

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

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

- c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

16) Price/ purchase preference in evaluation

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

17) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

18) Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

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

19) **Lack of competition**

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

- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

20) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

21) Information and publication of award

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

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

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

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.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - 1) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - 2) 50% of the value of goods or services of the original contract.

24) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 2.5% of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.5% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank

- b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master
- c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security
- d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [d.] of (c)above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases: -
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply as per the scope of tender document.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

25) Execution of Agreement

- a) A procurement contract shall come into force from the date on which the agreement is signed.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next

lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.

- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

26) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
- a. impede enforcement of any law
 - b. affect the security or strategic interests of India
 - c. affect the intellectual property rights or legitimate commercial interests of bidders
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information. The successful bidder shall be required to execute Non-Disclosure Agreement (NDA) with RISL as per **Annexure – 13**.

27) Cancellation of Procurement Process

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

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

28) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process
 - vii. any obstruction of any investigation or audit of a procurement process
 - b. disclosure of conflict of interest
 - c. Disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security

- c. forfeiture or encashment of any other security or bond relating to the procurement
- d. recovery of payments made by the procuring entity along with interest thereon at bank rate
- e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity
- f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

29) Interference with Procurement Process

A bidder, who: -

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

30) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (b) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority

designated by the State Government in this behalf within 15 days from the expiry of the period specified in (b) above or of the date of receipt of the order passed under (b) above, as the case may be.

- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be: First Appellate Authority: Commissioner, IT&C, GoR
Second Appellate Authority: Principal Secretary, IT&C, GoR
- f) Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per Annexure-12 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall: -
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial

interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

31) Stay of Procurement Proceedings

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

32) Vexatious Appeals & Complaints

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

33) Offenses by Firms/ Companies

a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.

c) For the purpose of this section-

a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and

b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

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

35) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.



- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

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

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

1) Contract Documents

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

2) Interpretation

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

3) Language

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

4) Joint Venture, Consortium or Association

The bidder should have experience in development, maintenance and providing of technical solution and consortium / Joint venture will not be allowed.

5) Eligible Goods and Related Services

Services as mentioned in the scope of work.

6) Notices

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

7) Governing Law

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

8) Supplier's/ Selected Bidder's Responsibilities

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

9) Purchaser's Responsibilities

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

10) Contract Price

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

11) Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.

- b) The Purchase Officer shall withhold amount to the extent of short supply, broken/damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available under this contract with tendering authority.
- 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.

12) Taxes & Duties

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

13) Copyright

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

14) Confidential Information

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

Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.

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

15) Sub-contracting

Sub-contracting is not allowed under this RFP.

16) Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part there of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
- i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.

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

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

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

17) Patent Indemnity

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

suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

18) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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

19) Force Majeure

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

20) Change Orders and Contract Amendments

- a) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an

equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

- b) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

21) Termination

a) Termination for Default

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.
- iv. A 30 days cure period may be provided to the bidder.
- v. As on effective date of termination, Tendering Authority may pay:
 - a. the unpaid value of all the assets supplied by the Bidder and accepted by the purchaser in accordance with the RFP specifications in order to take over the possession of the assets / application.
 - b. all the services delivered by the Bidder and accepted by the purchaser, the consideration payable shall be based on service rate as per agreement.

b) Termination for Insolvency

RISL may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected

bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

c) Termination for Convenience

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. A 30 days cure period may be provided to the bidder.

22) Exit Management

a) Preamble

- i. The word 'parties' include the procuring entity and the selected bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- v. The Exit Management will start six months before the date of expiry of the contract.

b) Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be additional six months period (without any additional cost to RISL for the period after contract expiry) from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.

- iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
 - b. All title of the assets is to be transferred to RISL or its nominated agencies on the day of the successful delivery/ installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of title ship of assets shall be borne by the selected bidder/authorised partner.
 - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
 - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period
 - i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
 - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable

access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

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

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

e) Transfer of certain agreements

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

f) General Obligations of the selected bidder

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

23) Settlement of Disputes

- a) If any dispute arises out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred by the Parties in accordance to the

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

- b) All legal proceedings, if necessary, arise to institute may by any of the parties (Government of Contractor) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

24) Verification of Eligibility Documents by RISL:

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

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms

Please refer Section 4.1.4 "Project Deliverables, Milestones, Time Schedule & Payment".

2) Payment Schedule

- a) Refer section 4.1.4 in conjunction with this section.
- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- g) Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

3) Service Levels

a) Service Level Requirements

Service Level Agreements (hereinafter referred to as SLA) shall play an important role in defining the Quality of Services (QoS) for Call Centre that shall govern the level of service provided by the SI. The SLA defined below provide for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof.

The SLAs shall be tracked on a periodic basis and are envisaged to have penalty clauses on non-adherence to any of them. The SI shall submit reports on all the SLA and KPI parameters to the RISL in accordance with the specified formats and reporting periods and provide clarification, if required.

The present SLAs have been worked out on the basis of current expectation. SLA between the RISL and SI can be revised after the start of operations at Call Centre in view of the experience gained.

b) Service Level Agreement Applicability

A joint agreement and sign-off on the precise definition and reporting mechanism for each SLA shall be done within 30 days from date of signing of contract.

It must be noted that these SLA parameters are applicable only to Informational and grievance service requests (applicable for both voice and email) which shall be made available in the first three year of operations. SLA parameters applicable on Transactional services shall be defined between SI and the RISL as and when the RISL decides to make transactional services available at Call Centre. However, for the first three months from the date of go-live no penalty shall be imposed on the SI for any SLA defaults mentioned in order to facilitate stabilization of operations. The experience gained during this period will be used to fine tune the SLAs, including parameters, targets and penalties, if required.

c) Service level Agreement (SLA) Parameters

The following are the indicative service level agreement (SLA) parameters (including targets, penalties etc.) while providing contact center services for Call Centre and the detailed SLA are provided in Annexure 16:

List of SLAs

- a) System Uptime (Voice response available to customer)
- b) Average Speed to Answer (ASA)
- c) Average Call abandonment rate (unanswered calls by operators)
- d) Call Quality Score
- e) Customer satisfaction (voice to voice and IVRS)
- f) Average handle time(AHT)
- g) Email Turnaround Time
- h) IVRS updation time
- i) Content Updation
- j) Agent Placement

SLA calculations shall not take into account downtimes which are attributable to reasons beyond the control of the SI like RSDC downtime.

d) SLA Change Control

I. General

It is acknowledged that SLAs may change as Call Centre system evolves over the course of the contract period. This document also defines the following management procedures:

- i. A process for negotiating changes to the SLA
- ii. An issue management process for documenting and resolving difficult issues.
- iii. RISL and SI management escalation process to be used in the event that an issue is not being resolved in a timely manner by the lowest possible level of management.
- iv. Any changes to the levels of service provided during the term of this Agreement will be requested, documented and negotiated in good faith by both parties. Either party can request a change. Changes will be documented as an addendum to this SLA and subsequently, the Contract.
- v. If there is any confusion or conflict between this document and the Contract, the Tender and its addenda, the Contract will supersede.

II. SLA Change Process

The parties may amend this SLA by mutual agreement in accordance with terms of this contract. Changes can be processed by either party. The SI can initiate an SLA review with RISL. Normally, the forum for negotiating SLA changes will be RISL's monthly meetings. Unresolved issues will be addressed using the issue management process.

4) Change Requests/ Management

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee in discussion with selected bidder shall take decisions on change requests. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) RISL may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement.
- c) The change request/ management procedure will follow the following steps: -

- ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required, and priority of the change will be documented by RISL.
 - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.
 - ✓ Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
 - ✓ Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments for software development (customization of the applications as per requirement). For each change request an effort estimation needs to be done. The Terms & Conditions and cost to be paid for the resources shall be as per UIDAI empanelment of Software Solution Providers (Tier-III). RISL may ask the SI to deploy software development resources in Jaipur to address specific requirements.
 - ✓ Implementation of the change – The change will be implemented in accordance with the agreed cost, effort, and schedule mutually decided by the RISL and the selected bidder.
 - ✓ Verification of the change - The change will be verified by RISL on implementation of the change request.
 - ✓ All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by bidder only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.
- d) While approving any change request, if required, RISL may ask the bidder to deploy the required resources on-site.

5) Other Important Terms & Conditions

- a) The Resources would be stationed in Jaipur for the said period. The resource has to follow the working hours, working days and Holidays of Government of Rajasthan. However, resource shall be available on a holiday, if so, is required by the purchaser. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.

6) Penalty for delay in increase seats

- a) Any requirement of permanent increase up to 10% additional seats or temporary increase(or increase during peak hours) beyond 10% but upto 20% of the current number of seats shall have to catered within 2 weeks from the date of notification of requirement, if any delay then the penalty will be the 2% of the cost of those increased seats.
- b) Any requirement of permanent increase in seats beyond 10% additional seats or temporary increase(or increase during peak hours) of beyond 20% of the current number of seats shall have to catered within 4 weeks from the date of notification of requirement, if any delay then the penalty will be the 2% of the cost of those increased seats.

7) Exit Management

a) Preamble

- i. The word 'parties' include the tendering authority and the bidder.
- ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

- i. The bidder will transfer all the hardware and software installed at the State Data Centre (including licenses) and Call centre under the name of the RISL after the completion of the project tenure.
- ii. The bidder may continue work on the assets for the duration of the contract and exit management period which may be a six month period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period the bidder will transfer all the assets in good working condition and as per the specifications of the bid document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by bidder will only be returned after the successful transfer of the entire project including its infrastructure.
- iii. RISL during the operation and management phase shall be entitled to serve notice in writing to the bidder to provide RISL or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice
- iv. Upon service of a notice, as mentioned above, the following provisions shall apply:
 - In the event, if the assets to be transferred to RISL mortgaged to any financial institutions by the bidder, the bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
 - All expenses occurred during transfer of assets shall be borne by the bidder.
 - That on the expiry of this clause, the bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by bidder to RISL.
 - That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by bidder to other locations apart from the locations mentioned in the this bid document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by bidder for RISL shall be the legal properties of RISL.

c) Cooperation and Provision of Information

- i. During the exit management period
 - The bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.

- The bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The bidder shall permit RISL or its nominated agencies and/ or any Replacement Operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

- i. The bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:
 - Documentation relating to Intellectual Property Rights;
 - Project related data and confidential information;
 - All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement bidder in a readily available format nominated by RISL or its nominated agencies; and
 - All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
 - Before the expiry of the exit management period, the bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the bidder shall be permitted to retain one copy of such materials for archival purposes only.
 - Transfer of certain agreements
- ii. On request by Tendering Authority or its nominated agencies, the bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Tendering authority or its nominated agencies may require in favour of tendering authority or its nominated agencies, or its Replacement Operator in relation to any equipment lease, maintenance or service provision agreement between bidder and third party leaders, operators, or Operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement Operator.
- iii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the bidder's premises, the bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

e) General Obligations of the bidder

- i. The bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.

- ii. The bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

f) Exit Management Plan

- i. The bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs. The Exit Management Plan must include, but not be limited to:
 - Address all legal regulations and requirements
 - Listing/obtaining of office space, furniture, equipment, telephone and data lines
 - Installation of any furniture, equipment, telephone and data lines
 - System Security and Security aspects related to a safe environment for staff and customers
 - Transfer and organization of documentation
 - Transfer of electronic data
 - Coordination of enabling or disabling of logon IDs
 - Establishing or terminating contracts for other services
 - Implementation of standard operating procedures, generally accepted accounting procedures, generally accepted audit standards, and security over the computer system
 - Training of staff
 - Risk analyses and their proposed solution(s), and their assessment for the transition
 - Transfer of services including cutover dates
 - The End-To-End Performance Testing Period
 - Staffing
 - Hardware and/or Software Tools
 - Hardware and Software platforms utilized
- ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- iii. Plans for the communication with such of the bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
- iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the bidder to and approved by RISL or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the bidder shall use its best efforts to deliver the services.

- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It shall be the responsibility of the bidder to support new operator during the transition period.

ANNEXURE-1: Existing Infrastructure

1. Servers:

Sr. No	CZ Modules	Server Model	Memory	HDD	LAN Port	OS
1	CMS	Virtual Server	32GB	250GB	4	centos6.6
2	CMS_BACKUP	Virtual Server	32GB	250GB	4	centos6.6
3	ACD1	Dell Power Edge R630	512GB	400*4	4	centos6.6
4	ACD2	Dell Power Edge R630	512GB	400*4	4	centos6.6
5	ACD Backup	Dell Power Edge R630	512GB	400*4	4	centos6.6
6	UAT-CMS	Virtual Server	16GB	200	4	centos6.6
7	UAT-Telephony	Virtual Server	16GB	100	4	centos6.6
8	Speech Server (Recognizer+ Vocalizer)	Virtual Server	64GB	2TB		centos 6 or 7
9	OBD server	Virtual Server	64GB	2TB		centos 6 or 7
10	IBD server	Virtual Server	64GB	2TB		centos 6 or 7

2. PRI lines:

Sr. No	Descriptions	Quantity	Operator
1	PRI line	16	BSNL
2	PRI card 4 port	2	BSNL

ANNEXURE-2: PRE-BID QUERIES FORMAT

Name of the Company/Firm: _____

Tender Fee Receipt No. _____ Dated _____ for Rs. _____/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-3: TENDER FORM

1) **Addressed to:**

Name of the Tendering Authority	RISL
Address	
Telephone	
Tele Fax	
Email	

2) **Firm Details:**

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm	Public Limited	Private Limited	Partnership	Proprietary
Put Tick(√) mark				
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/Affiliation, if Any				

- 3) The requisite tender fee amounting to Rs. _____/- (Rupees <in words>) has been deposited vide receipt no. _____ dated _____.
- 4) The requisite EMD amounting to Rs. _____/- (Rupees <in words>) has been deposited vide Banker's Cheque/ DD No. _____ dated _____.
- 5) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).



Date:

Name & Seal of the firm: _____

Authorized Signatory: _____

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

To,

{Procuring entity},

_____,

_____,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



ANNEXURE- 5: SELF-DECLARATION – NO BLACKLISTING

To,
{Procuring entity},

In response to the Tender/ NIT Ref. No. _____ dated _____
for {Project Title}, as an Owner/ Partner/ Director of
_____, I/ We hereby declare that presently our
Company/ firm _____, at the time of bidding, is having unblemished record and is
not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period
of time by any State/ Central government/ PSU/ UT.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____



ANNEXURE-6: SELF-DECLARATION {Declaration by the Bidder regarding Qualifications}

To,
{Procuring entity},

In relation to my/our Bid submitted to..... for procurement of In response to their Notice Inviting Bids No..... Dated.....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

- 1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;*
- 2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;*
- 3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;*
- 4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;*
- 5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.*

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

Date:
Place:

Signature of bidder:
Name:
Designation:
Address:

ANNEXURE-7: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE

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

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



ANNEXURE-8: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER {to be submitted by the bidder on his Letter head}

To,
{Procuring Entity},

Reference: NIB No.: _____ Dated: _____

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:
Authorized Signatory
Name:
Designation:

ANNEXURE- 9: FINANCIAL BID FORMAT

Price Schedule for establishment and operation and maintenance of the Call Center

The bidders need to submit their financial proposal at e-procurement website as per the below mentioned templates:

1. Financial bid format for Call Centre operations and maintenance

Sr. No.	Item Description	Qty	Unit	Unit Price per month (In Rs.)	Total Amount excluding GST for 36 months (In Rs.)	Applicable GST (In Rs.)	Total Amount inclusive of GST (In Rs.)
1	2	3	4	5	6=3*5*36	7	8= 6+7
1.	Per Seat cost for operating Call Centre for RISL as per scope of work defined in RFP in section 4.1.1, 4.1.2 and 4.1.3	800	Nos				
2.	Per seat cost of Technical Helpdesk as per scope of work defined in RFP in section 4.1.1, 4.1.2 and 4.1.3	100	Nos				
3.	Per seat cost of Counsellors or Subject Experts as per scope of work defined in RFP in section 4.1.1, 4.1.2 and 4.1.3	100	Nos				
4.	Per seat cost for ERSS/ SEOC/ and other projects as per scope defined in RFP in section 4.1.3	300	Nos				
***Total in Figures							
***Total in Words							

Note:

- The number of seats (Sr. no. 1 to 3) defined in item description may be increased or decreased as per requirement and total number of seats will remain 1000.
- For Sr. No. 4, the Physical (Non-ICT) and IT infrastructure are not required.



ANNEXURE- 10: BANK GUARANTEE FORMAT - PERFORMANCE SECURITY (PBG) {to be submitted by the bidder's bank}

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

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

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



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

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

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)



BANK GUARANTEE FORMAT – BID SECURITY {to be submitted by the bidder's bank }

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

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

Sir,

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

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

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

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.



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

Date (Signature)
 Place (Printed Name)
 (Designation)
 (Bank's common seal)

In presence of:
 WTTNESS (with full name, designation, address & official seal, if any)
 (1)

 (2)

Bank Details
 Name & address of Bank:
 Name of contact person of Bank:
 Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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



ANNEXURE-11: DRAFT AGREEMENT FORMAT{to be mutually signed by selected bidder and procuring entity}

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

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said items/articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner

set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.

4. The timelines for the prescribed Scope of Work and requirement of services shall be affected from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and installation/completion period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of items/goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of liquidated damages shall be 10% of the total value of the items to be supplied in the particular phase.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

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

Signed By:	Signed By:
() Designation: Company:	Managing Director, RISL
In the presence of:	In the presence of:



<p>() Designation: Company:</p>	<p>() Designation: Department of IT&C, Govt. of Rajasthan</p>
<p>() Designation: Company:</p>	<p>() Designation: Department of IT&C, Govt. of Rajasthan</p>



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

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer:<please specify>

Place

Date

Appellant's Signature



ANNEXURE-13: INDICATIVE CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This confidentiality and non-disclosure agreement ("Agreement") is made on this.....day of, 2022.

BETWEEN

The Managing Director, RajCOMP Info Services Limited, First Floor, C-Block, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur-302005 (Raj).(here in after referred to as "RISL", which expression shall, unless repugnant to the context here of or excluded specifically, mean and include its successors, assigns and administrators) of the FIRST PART,

AND

Company Name, India (hereinafter referred to as 'Successful Bidder/ Supplier', which expression shall, unless repugnant to the context hereof or excluded specifically, mean and include its successors, assigns and administrators) of the SECOND PART.

WHEREAS

- a. The RISL wishes to appoint an agency for a period of __years. For the purpose there will be a requirement to exchange certain information related to projects or hosted in Rajasthan State Data Centre (RSDC) which is proprietary and confidential information.
- b. The RISL is willing to disclose such information to successful bidder only on the terms and conditions contained in this Agreement. The successful bidder agrees to hold the Covered Data and Information in strict confidence. Successful bidder shall not use or disclose Covered Data and Information received from or on behalf of Government of Rajasthan/ RISL except as permitted or required by the Agreement, or as otherwise authorized in writing by RISL.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

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

1.1. "Confidential Information" shall mean

- a) any and all information concerning RISL/DoIT&C/Rajasthan State Data Centre (RSDC) or any other successor,
- b) any and all trade secrets or other confidential or proprietary information related to projects and hosted in Rajasthan State Data Centre(RSDC)
- c) Passwords of IT/Non-IT equipment's of RISL/DoIT&C/RSDC, user identifications, or other information that may be used to access information systems, networking diagrams, technical specifications of IT/Non IT equipment's, policies of firewall/IDS/IPS/routers/switches and information hosted on IT equipment in Rajasthan State Data Centre(RSDC).

- 1.2. Proprietary Information shall mean as technical data and other information (including but not limited to digital data, products, substances, organisms, technology, research results or plans, system processes, workflows, know-how, reports, descriptions, drawings, design, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related to RISL/DOIT&C or hosted with Rajasthan State Data Centre (RSDC)/and is disclosed or delivered by the First Party to the Second Party, whether by means of written or oral disclosure or otherwise.

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

- 2.1. Confidential and Proprietary Information disclosed by the RISL/DOIT&C and/or other departments/PSU whose data are hosted in Rajasthan State Data Centre (RSDC) shall be used by the successful bidder solely for the purpose of fulfilment of the obligation and work assigned to it as per order no. __ and shall not otherwise be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RISL/DOIT&C or its representative. Successful bidder shall not share, record, transmit, alter, or delete information residing/hosted in the information systems except as required in performance of the job duties.
- 2.2. Confidential and Proprietary Information shall not be copied or reproduced by the successful BIDDER without the express written permission of the RISL/DOIT&C, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no. ____.
- 2.3. Confidential and Proprietary Information shall be disclosed only to the Director or employees of the successful bidder who have a 'need to know' in connection with the purpose stated above, and who additionally agree to the nondisclosure requirements of this Agreement. Any further disclosure of confidential and Proprietary Information by the successful bidder shall be treated as a breach of this Agreement by the successful bidder.
- 2.4. Confidential and Proprietary Information shall not be disclosed by the successful bidder to any third party without the prior written consent of the First Party.
- 2.5. This Agreement shall not restrict disclosure or use of Confidential and Proprietary Information which:
 - a. was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the successful bidder; or
 - b. was, at the time of receipt, otherwise known to the successful bidder without restriction as to use or disclosure; or
 - c. becomes known to the successful bidder from a source other than the RISL/DOIT&C and/or other departments/PSU without a breach of this Agreement by the successful bidder; or
 - d. is developed independently by the successful bidder without the use of Proprietary Information disclosed to it hereunder; or
 - e. is otherwise required to be disclosed bylaw.



3. Business Obligation:

- 3.1. During the complete contract period and even after the expiry of the agreement, the successful bidder shall not
 - a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
 - b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the RISL/DOIT&C, without the prior written consent of the RISL/DOIT&C.
- 3.2. Whereas, the RISL/DOIT&C under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of successful bidder), had entered into an agreement with the successful BIDDER that the second party shall not divulge such information either during the course of the life of this agreement or even after the expiry of the agreement.
- 3.3. Whereas, the successful bidder has agreed to fully abide by the terms of this non-disclosure agreement and it has also been agreed by the parties that if there will be any breach or violation of the terms of agreement vis-à-vis non-disclosure clause, the successful bidder shall not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.
- 3.4. whereas, the successful bidder having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which fall s within the purview of confidential or proprietary information, the successful bidder shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the RISL/DOIT&C and if this is violated, the RISL/DOIT&C shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.5. Whereas, the RISL/DOIT&C shall have the entire control over the functioning of the Successful bidder and the successful bidder shall work according to the instruction of the RISL/DOIT&C and in case if this is violated by the successful bidder in any mode or manner, the RISL/DOIT&C shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.
- 3.6. Whereas, if the successful bidder permits any person or persons without permission of the RISL/DOIT&C to have—
 - a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
 - b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipments or Computer Network including information or data held or stored

in any removable storage medium which has the connectivity with the confidential and proprietary information nor;

- c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
- d. Denies or causes the denial of access to any authorized person of the RISL/DOIT&C to have access to any computer system or computer network by any means;

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

3.8 Successful bidder shall report to RISL/DOIT&C any use or disclosure of confidential and/or proprietary information/data not authorized by this Agreement in writing by RISL/DOIT&C. Successful bidder shall make the report to RISL/DOIT&C within not less than one (1) business day after successful bidder learns of such use or disclosure. Successful bidder's report shall identify:

- a) The nature of the unauthorized use or disclosure,
- b) The confidential and/or proprietary information/data used or disclosed,
- c) Who made the unauthorized use or received the unauthorized disclosure,
- d) What successful bidder has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e) What corrective action successful bidder has taken or shall take to prevent future similar unauthorized use or disclosure.

SUCCESSFUL BIDDER shall provide such other information, including a written report, as reasonably requested by RISL/DOIT&C.

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

4. Dispute Resolution:

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

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



Signed By:	Signed By:
Designation: Company:	(Authorized Signatory) RajComp Info Services Ltd
In the presence of:	In the presence of:
Designation: Company:	Designation: RajComp Info Services Ltd
Designation: Company:	Designation: RajComp Info Services Ltd



ANNEXURE-14: Undertaking of successful Handover/Taken over during Exit Management

To,

{Procuring entity},

_____ ,

_____ ,

I/ We {Name/ Designation} hereby declare/ undertake that we have handed over all the necessary deliverables as per the exit management plan (RFP clause 22 of chapter 6) in the right earnest and to the best of our abilities.

We also undertake that, if any gaps/misses are observed within next 1 year of contract expiry related to this handover, the same would be provided by us immediately without any financial cost to RISL.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE 15 - TEAM PROFILE AND TRAINING REQUIREMENTS

A. Team Profile- Educational Qualifications and Experience Requirements

It is proposed that the team at Call Centre shall constitute of project managers, project assistant manager, team leads, content managers, trainers, quality auditors, network administrator and agents with the following profiles:

- a) **Project Manager**-Project manager shall be responsible for organizing, planning, directing, and coordinating the program effort. The Project Manager shall be responsible for overall managing operation of Call Center and shall be the single point of contact with State Nodal Agency and State Departments. The individuals designated to perform the role of Project Manager should have adequate relevant experience in managing operations of such scale. The educational qualifications and experience requirement of a project manager shall be at minimum as follows:

Educational Qualifications	Experience Criteria
Any graduate with MBA (Preferably in operations)	<ul style="list-style-type: none"> ▪ Minimum 7 years of overall experience ▪ At least 3 years in operations in ITeS/ Call Centre industry

- b) **Assistant Project Manager**-The responsibilities of Call Centre operations by interfacing with internal operational and technical staff to ensure successful conduct, provide inputs and recommendations where applicable and maintain quality assurance. He/she shall review the quality of project deliverables to ensure compliance with the agreed quality measures and standards. The educational qualifications and experience requirement of a assistant project manager shall be at minimum as follows:

Educational Qualifications	Experience Criteria
Any graduate	<ul style="list-style-type: none"> ▪ Minimum 5 years of overall experience ▪ At least 2 years in operations in Government projects/ ITeS/ Call Centre industry

- c) **Content Manager** – Content Managers shall be responsible for development of content for Call Centre across departments and their services. The educational qualifications and experience requirement of a content manager shall be at minimum as follows:

Educational Qualifications	Experience Criteria
Any post -graduate with proficiency in both English and Hindi	<ul style="list-style-type: none"> ▪ Minimum 3 years of overall experience ▪ At least 2 years of experience in the relevant field

- d) **Team Lead** – Team lead will be responsible for supervising, managing and motivating team members on a daily basis. As a team leader, he will be the contact point for all team members, so your communication skills should be excellent. Team lead shall also be able to act

proactively to ensure smooth team operations and effective collaboration. Team lead to ensure that agents are following all the quality guidelines while taking calls, as per the SOP (Standard Operating Procedure). The educational qualifications and experience requirement of a content manager shall be at minimum as follows:

Educational Qualifications	Experience Criteria
Any Graduate with proficiency in both English and Hindi	<ul style="list-style-type: none"> ▪ 1 years of experience in the relevant field

- e) **Trainer** – The Trainer shall coordinate with the Project Manager and Department to plan the training calendar for all the project stakeholders. The Trainer shall have expertise in the usage and training of all the components viz. CTI, Identity Management, IP PBX, Reporting, Recording, ACD, Case Record Management, Dialler, EMS etc. The Trainer shall be responsible for designing the training materials. The Trainer shall also be responsible for giving “Train the Trainer” training to identified personnel at each state who shall then be responsible for providing the refresher courses through class-room or VC training modules as shall be prepared by the SI. The educational qualifications and experience requirement of a content manager shall be at minimum as follows:

Educational Qualifications	Experience Criteria
Any Graduate with proficiency in both English and Hindi	<ul style="list-style-type: none"> ▪ Minimum 3 year of experience in conducting such type of training

- f) **Quality Auditor** – Quality auditor to share real-time feedback with the agents to improve the call quality and to avoid any future escalation from client or customer. Quality auditor shall ensure the ability to complete root cause analysis and identify gaps in performance and knowledge. Quality Auditor is also responsible to provide input and findings for the betterment of the process. The educational qualifications and experience requirement of a content manager shall be at minimum as follows:

Educational Qualifications	Experience Criteria
Any Graduate	<ul style="list-style-type: none"> ▪ Minimum 2 year of experience in conducting quality audit of call center ▪ At least 1 years of experience in government projects

- g) **Network Administrator** – The Network Administrator shall provide support for tasks, including, but not limited to installation, setup or configuration, troubleshooting, tuning, diagnostics and maintenance of networking and related equipment. The network administrator shall also coordinate with the other vendors or agencies to resolve all network related issues. The Network Administrator shall have the technical expertise to monitor various devices or tools such as content filtering and blocking, virus protection and vulnerability protection. The educational qualifications and experience requirement of a content manager shall be at minimum as follows:

Educational Qualifications	Experience Criteria
B.Tech/B.E./MCA/MSc IT	<ul style="list-style-type: none"> ▪ Minimum 5 year of experience in Network design/solution ▪ Certification i.e., CCNA/ CCNP/ MCSA ▪ At least 2 years experience in IT (having good knowledge of servers) in Government projects/ ITeS/ Call Centre industry

- h) **Agents** - Agents shall be the primary point of contact for all citizen interactions and shall be responsible for quality service to citizens. Agent functions include, but not limited to, handling citizen contact via Telephone, email service the request (both informational and transactional), update the database, escalate calls to the department, etc. The educational qualifications of an agent shall be at minimum as follows:

Educational Qualifications
<ul style="list-style-type: none"> • At least Class 12th pass with RSCIT/DDU-GKY certificate • At least 1 years' experience in Call Centre industry <p style="text-align: center;">Or</p> <p>Minimum any graduate</p>

- i) **Software Developers**- Based on the customization needs of RISL, services of software development may be required during the course of the project. For this purpose, the SI shall provide software development resources which are competent to undertake the work assigned. While the cost of such resources has not been requested for in this bid and will not be taken into consideration for calculation of L1, it has been decided that RISL shall benchmark resources against the empanelment done by UIDAI, GoI for software solution providers (Tier-III). As per the same, the qualification and experience criteria of a software developer shall be as follows:

Resource	Educational Qualifications	Experience Criteria
Developer	BE/B.Tech/MCA with specialisation in computers	1 Year (in software development projects)
Sr. Developer	BE/B.Tech/MCA with specialisation in computers	3 Years (in software development projects)
Software Designer	BE/B.Tech/MCA with specialisation in computers	5 Years (in software designing for large software development projects)

B. Training Requirements

In order to ensure customer satisfaction and maintenance of other SLAs as well, it is important that appropriate training is provided to the agents before they start taking/ making calls to the customers. In this regard, it is envisaged that appropriate training shall be provided by the SI to its staff. The salient features of the training program at Call Centre will be:

- a) Develop, conduct, and maintain a comprehensive and continuous training program providing agents with the appropriate knowledge and current information to perform services required.
- b) Ensure that all staff is trained in state and local policies, procedures, and department operations, with approval/agreement by the State
- c) Develop and update training manuals and training records on regular intervals
- d) Provide copies of all training materials to RISL on an ongoing basis
- e) Implement a procedure and schedule for ongoing training, refresher training
- f) Conduct training that shall include (but not be limited to):
 - ✓ Sensitivity awareness training
 - ✓ Projecting positive and helpful attitude
 - ✓ Communicating with confidence and competence
 - ✓ Adhere to confidentiality policies and procedures
 - ✓ Customer Service Enhancement
- g) Any training required for addition of new services and certain familiarization throughout the term of the contract shall be at the cost and responsibility of SI.
- h) Training shall consist of, at a minimum:
 - ✓ Introduction and purpose of the services
 - ✓ History or background information
 - ✓ Familiarity, Call content
 - ✓ Script familiarity
 - ✓ Role-play activities
 - ✓ Production and Quality measurement criteria
 - ✓ Oral Quiz
 - ✓ Written test
 - ✓ Review

ANNEXURE 16- SERVICE LEVEL AGREEMENT (Rajasthan Sampark Call Centre)

S. No.	Measurement	Definition	Calculation Period	Measurement Interval	Reporting period	Target	Penalty
1.	System uptime (Voice response available to customer)	It will be calculated based on formula "Total uptime in minutes/ Total minutes of operation in a month". This will be calculated for service window for 24-hour, 7-days /week. For example, if the system was down for 2 hours and up for 720 hours; Uptime will be $(718/(30 \text{ days} \times 24 \text{ hours})) \times 100 = 99.72\%$	1 st working day to the last working day of each calendar month	Daily	Monthly	>= 99.7%	Nil
						>= 90% but < 99.7%	1% for each % point below 100%, calculated on monthly billed value
						>= 80% but <90%	2% for each % point below 100%, calculated on monthly billed value
						<80%	100% of monthly billed amount
2.	Average Speed to Answer (ASA)	This is the waiting time in Automatic Call Distributor (ACD) queue after pressing prescribed digit to talk to the agent but before being answered by the agent	1 st working day to the last working day of each calendar month	Daily	Monthly	>90% calls attended within 25seconds from the caller choosing to speak to an agent	Nil
						85%- 90% calls attended within 25 seconds from the caller choosing to speak to an agent	3% of monthly billed value
						80%-85% calls attended within 25 seconds from the caller choosing to speak to an agent	5% of monthly billed value
						<80% calls attended within 25 seconds from the caller choosing to speak to an agent	100% of monthly billed value



S. No.	Measurement	Definition	Calculation Period	Measurement Interval	Reporting period	Target	Penalty
3.	Call abandonment rate (unanswered calls by operators)	This measures % of calls where the caller has requested for an agent but got disconnected before being answered to the agent. (only calls that get disconnected after 20 seconds from transfer to the ACD from the IVRS will be considered for computation of this SLA)	1 st working day to the last working day of each calendar month	Daily	Monthly	<5%	Nil
						5-10%	3% of monthly billed value
						10%-15%	5% of monthly billed value
						<15%	100% of monthly billed value
4.	Call Quality Score	Call Quality audit Score is a method of scoring agent calls against predefined parameters to ensure that the agents are adhering to the quality standards as defined. The parameters & mechanism for calculating quality score will be mutually agreed between State &SI. These could include greeting the customer, adherence to established SOPs, customer handling, issue closure etc. A quality team may be deployed by SI for the same. Mechanism for RNR and ZTP police will be mutually agreed between State &SI	1 st working day to the last working day of each calendar month	Weekly	Monthly	>80% score for all calls audited	Nil
						75%-80% score for all calls audited	2% of monthly billed amount
						70%-75% score for all calls audited	5% of monthly billed amount
						<70% score for all calls audited	100% of monthly billing value
5.	Customer Satisfaction Score (voice to voice & IVRS)	This is the measure of customer's satisfaction with the way their query/complaint has been handled by the SI. The SI shall randomly call back of incoming callers for feedback on level of customer service and record their	1 st working day to the last working day of each calendar month	Fortnightly	Monthly	<5% of calls made for feedback register "dissatisfaction" with the service	Nil
						5-10% of calls made for feedback register "dissatisfaction" with the service	3% of monthly billed amount

S. No.	Measurement	Definition	Calculation Period	Measurement Interval	Reporting period	Target	Penalty
		<p>satisfaction with the service. Various aspects of call such as quality and accuracy of information, agent politeness, timely information etc. shall be measured through this feedback mechanism.</p> <p>The satisfaction level shall be collected as "satisfied" or "dissatisfied"</p>				<p>10%-15% of calls made for feedback register "dissatisfaction" with the service</p> <p><15% of calls made for feedback register "dissatisfaction" with the service</p>	<p>5% of monthly billed amount</p> <p>100% of monthly billed value</p>
6.	Average Handle Time (AHT)	This is a measure that refers to how long it takes to manage a call. AHT shall be calculated as the sum of the average talk time, hold time and wrap time for all calls in the Call Centre.	1 st working day to the last working day of each calendar month	Daily	Monthly	<p><270 seconds</p> <p>>270 seconds</p>	<p>Nil</p> <p>0.5% of monthly bill value for every 10 second slab over 270 seconds</p>
7.	Email Turn Around Time	This refers to the time taken between receipt of email and response sent by the contact centre. For calculation of time lag in response, 24 hours for National Holidays shall be deducted. Penalty shall be applicable only on delay attributable to the SI. Any delay due to communication with departmental stakeholders shall be deducted from the overall time taken.	1 st working day to the last working day of each calendar month	Daily	Monthly	For every email received between 8AM to 3 PM, response should be sent on the same day. For every email received between 3PM to 8 AM, the response should be sent the next working day by 12 Noon.	1% of monthly billed value for every default
8.	IVRS Updation time	IVRS menu/ tree should be updated modified within	N/A	From the time of receipt of communicatio	N/A	<24 hrs	Nil

S. No.	Measurement	Definition	Calculation Period	Measurement Interval	Reporting period	Target	Penalty
		defined time frame as per the requirements from RISL		n from RISL to update the IVR tree		> 24 hrs	Rs. 2500 for every additional 24hour slot beyond the target, to be deducted from quarterly payment
9.	Content Update	Time taken by SI to update the content created for various services.	Need basis	Time will be calculated from the time of notification of change in content by RISL/ Participating department by letter/ email.	N/A	Within 2 days of receipt of notification from RISL/ participating department	Rs. 2500 for every day beyond the target, to be deducted from quarterly payment
10.	Agent Placement	Time taken by SI to add/ replace an agent	Need basis	Need basis	Need basis	Increase upto 10% additional seats- Within 2 weeks Increase beyond 10% additional seats- Within 4weeks	Nil

ANNEXURE17 - FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS

A list of Functional Requirements and deliverables envisaged by Purchaser is given below and the bidder must send the compliance to these requirements:

Functional Requirements

a) Customer Relationship Management-

S. No.	Functional Requirements –CRM(Customer Relationship Management)	Compliance (Y/N)
1.	It should be integrated with IVR, ACD, other existing applications (as and when required), and portal (provided by SI to be accessed by department users), email server, SMS server to provide 360 degree view of caller.	
2.	It should be Rules-based – allowing the application to be modified to meet the changing needs.	
3.	It should be secured with single sign-on facility. The application should be configured to allow agents to login into all applications automatically without re-entering username/password into these applications.	
4.	It should provide a 360 Degree view of caller information to make Call Centre user more informative about caller /caller including call routing, service request status, and caller contact information.	
5.	It should allow agent to capture the basic information for informational services including but not limited to:- a) Name b) Sex c) Phone/mobile number d) Address e) Reason for contact f) Query details g) Date h) Department Name i) Assigned to	
6.	It should be integrated with Call Centre database which will store the caller's information.	
7.	CRM should support the content management containing scripts and FAQs for informational services. It should also provide a search facility to the agent to search query in the maintained FAQ's.	
8.	CRM should provide access to update the FAQ's periodically.	
9.	It should support to record all new queries asked by callers.	
10.	Customer Relationship Management must generate a Unique Service request Number that shall be provided to the caller. This Unique	

S. No.	Functional Requirements –CRM(Customer Relationship Management)	Compliance (Y/N)
	Service request should be designed to ensure its uniqueness across the complete solution.	
11.	When a new query record is created, an e-mail/sums can be automatically sent to the caller confirming that a new case record has been created with a unique service request number, name of the caller and query name with query status.	
12.	CRM should support SMS/email facility on the change in the status (open, pending, closed etc) of the query of the caller. A SMS should be send to the caller with the service request no, name of the caller, query name with query status.	
13.	The Agent must have facility to mark calls as call back on a certain date & time etc with his specific remarks in detail in CRM. System should inform the agent (who is free for follow-up) for call back on reminder date and time.	
14.	It should allow the system to provide the status of the query to the caller through voice and/or SMS (in response to customer's SMS)	
15.	When new case (queries) records are created, they can be automatically assigned to the appropriate person using predefined assignment rules. When cases (queries) are assigned to someone, this person can be automatically notified of the case via e-mail.	
16.	CRM should support workflow engine which will help in implementation of case management activities. Based on workflow, case records can be automatically assigned to a work queue (using predefined assignment rules)	
17.	CRM should automatically notify via email about the escalated case to all of the people who comes under escalation rules.	
18.	CRM should support the escalation rules applies for non-closure of query within a certain period of time	
19.	It should support case escalation rules can be defined that will control the automatic escalation of a case when specified conditions are met	
20.	It should support a configurable case "status" data field which is used to track the status of each case(e.g., new, escalated, on-hold, closed, etc)	
21.	CRM should support a case record which is created or updated, a history record (of the change) is automatically created and associated with the case	
22.	It should allow agent to close the call by changing the status of service request to "Closed". System should automatically send an email/SMS to caller and email to the concerned department about the closure of the query.	

S. No.	Functional Requirements –CRM(Customer Relationship Management)	Compliance (Y/N)
23.	When Agent makes the call to inform caller about the query, all the caller details will be available on his screen like Caller name, service request no, status, query, date & time of query etc in CRM.	
24.	It should allow search feature to search the query by its service request number, name of caller, mobile/phone number.	
25.	CRM should support mass email/SMS facility that can be used to send out responses to many people encountering the same problem.	
26.	It should support for "call back" option in the event of long call waiting.	
27.	It should define automatic routing and escalation (routing to a supervisor) of a work item as a result of a trigger activating.	
28.	It should have ability for screen customization to reflect agent preferences or specific service requirements. Agents should be able to select the categories they want on their personal screen(s) – such as task and service information – as well as filters to be used – such as “show all service requests”, "overdue service request" “just open service requests,” and “just service requests submitted in the last 7 days.”	
29.	It should support the document management which will send the documentation to the caller in the form of existing Government documents, email, custom letters etc.	
30.	CRM should support all the templates email, SMS, government forms that are maintained in the document management system.	
31.	It should support Alert mechanism. Whether the alerts are posted through an e-mail or SMS system, shown as a pop-up window or created and routed as a special work item.	
32.	It should support the audit trail of the alerts that are triggered along the process.	
33.	It should support integration of line of business applications with CRM application	
34.	It should provide comprehensive tracking of caller interaction and agent’s activities.	
35.	The application must be configured to support more than one active session for a call center user so as to support more than one concurrent caller at a given time during escalation.	
36.	It should support the workforce management. It should be able to forecast the volumes of staff requirements by using such service standards as the grade of service, average waiting times and the average time needed to handle each customer contact, including wrap activities.	

S. No.	Functional Requirements –CRM(Customer Relationship Management)	Compliance (Y/N)
37.	System should have an authentication mechanism before grievance status details are shared with the caller.	
38.	Unique user id and password should be provided to the designated officers of Purchaser.	
39.	Content management should be integrated with CRM and maintain Call Centre procedures.	
40.	CRM system should support auxiliary codes to enable Call Centre agents to indicate their current mode of operation (i.e. Available/Unavailable/Wrapping Up/At Lunch, etc..) and the same must be reflected in the reporting tool.	
41.	All logged tickets/ calls should follow the escalation mechanism defined in the standard operating procedure	
42.	System databases will be used to manage caller account and other information, which will be used to collect, track, and report caller service requests and service delivery.	
43.	To integrate with Social media tools/applications and create grievance directly from social media sites	

b) Computer Telephony Integration and Automatic Call Distributor
Computer Telephony Integration

S. No.	Functional Requirements –CTI(Computer Telephony Integration)	Compliance (Y/N)
1.	It should be able to link ACD, IVR, call recording etc. to information held on a CRM database about the inbound caller.	
2.	It should be able to support the following information messages and options that are relayed to voice callers while they are waiting in queues or put on hold by the contact centre agent, including but not limited to: <ul style="list-style-type: none"> a) Marketing messages(Later Stages of Call Centreimplementation) b) Music c) Specific message after configurable time (i.e. Voice Mail) 	
3.	It should transfer relevant information about the individual caller and the IVR dialog from the IVR to the agent desktop using a screen pop based on CLI(Caller Line Identification)/ANI (Automatic Number Integration)/DNIS (Dialed Number identification sequence) when caller got connected.	
4.	It should be suitably integrated with CRM and other communication media (phone/email/SMS) to send/receive data which needs to be populated on agent screen and must also update the IVRS usage	

S. No.	Functional Requirements –CTI(Computer Telephony Integration)	Compliance (Y/N)
5.	<p>details into the CRM as the caller traverses through the IVRS and reaches the agent.</p> <p>CTI should perform following functions includingbut not limited to:-</p> <ul style="list-style-type: none"> a) It indicates that the call has entered the setup phase. b) Call is considered as delivered when the call starts ringing c) Call establishes when call is answered. d) Call is cleared when the voice connection is terminated. e) Call is completely ended when the logical call appearance (including call data) is complete. f) Under call transactions, call can be moved from the active to held state or the call is removed from hold. g) Call can be transferred to another agent or other Call Centre 	

Automatic Call Distributor

S. No.	Functional Requirements –ACD(Automatic Call Distributor)	Compliance (Y/N)
1.	ACD should provide the capability of combining data with IVRS menu system that can be intelligently route calls requesting further assistance.	
2.	It should be able to put caller on hold if no agent is available and keeping caller informed about the status of the call. Also support relying messages (as defined by the Purchaser) during the hold period.	
3.	It should be designed such that it can handle high volumes of calls efficiently.	
4.	<p>It should follow call routing to the agents with following features. It should follow at least one of the features mentioned below:</p> <ul style="list-style-type: none"> a) With 'Least Recent' - the extension that received a call the longest time ago will be on the top of the list b) With 'Fewest Calls' - the extension that received the least number of calls will be on the top of the List c) Random Selection-Routing to the agents with first agent picks the call, it will be closed for the other agents. 	
5.	It should allow Call Centre agents to be members of multiple ACD groups. Each agent should have unique identification.	
6.	It should be able to transfer call to another agent with call data attached.	
7.	It should support routing for emails received on the Contact Center email account	
8.	It should allow Call Centre agent to transfer the call to other Call Centre.	

S. No.	Functional Requirements –ACD(Automatic Call Distributor)	Compliance (Y/N)
9.	During later stages of Call Centre implementation, it should provide skill-based routing of the calls to the agents based on the skills.	
10.	During later stages of Call Centre implementation, system should allow agents to log in to multiple skills with different levels of priorities for the Skills.	

c) Interactive Voice Response System-

S. No.	Functional Requirements – IVRS(Interactive Voice Response System)	Compliance (Y/N)
1.	When a call lands on the Call Centre system, the caller should be greeted with a pre-recorded welcome note in Hindi language.	
2.	It should support voice and DTMF (touch tone shortcuts that can be used in sequence) signaling based menu service. Caller can access the information more quickly or opt to talk to agent, without having to "drill down" through the menu structure with every call.	
3.	It should support English (Indian) Language	
4.	It should support Hindi Language	
5.	It should change the IVR route based on the language selected	
6.	There should be an option available to the caller to opt for talking to agent by pressing pre-defined digit any time during the IVRS announcements (For first 2 months, after selecting language the call should be routed to the agent. Later on, as per need, there should be expansion in IVR tree)	
7.	It should be able to identify a caller(new - with phone number and existing caller with name and phone number) using CLI(Caller Line Identification), /ANI (Automatic Number Integration)/DNIS (Dialed Number identification sequence)	
8.	It should identify the caller through CLI and pass on relevant information to the screen pop up at agent's desktop by seamless integrating with the Automatic Call Distribution/Computer telephony integration. For new caller, the screen pop up's at agent's desktop with only its mobile/phone number. For existing caller (present in Call Centre database), the screen pop up's at agent's desktop with name and mobile/phone number. For the existing caller, the agent should greet him with his name.	
9.	It should ensure routing accuracy as per design. It should allow transfer to agent anytime during the Interactive Voice Response System announcement.	

S. No.	Functional Requirements – IVRS(Interactive Voice Response System)	Compliance (Y/N)
10.	It should retrieve agent availability from Automatic Call Distribution and announce to the caller the expected wait time to talk to an available agent.	
11.	It should support audio-text for playback of music, regulations, procedures, social messages (to be decided by Purchaser during Implementation phase of the project) as per the IVR Call Flow & Call Tree.	
12.	The caller can be given the option to wait in the queue or request a callback	
13.	After pilot phase, it should have ability to add multiple marketing messages on the IVR system	
14.	After pilot phase, it should allow users to schedule different marketing messages in specific dates and for a specific period.	
15.	There shall be a provision of scalability of IVRS so that over a period of time, it will take care of maximum functionalities of the Call Centre (feasible through IVRS) under this Project. Features of scalability will be finalized during Implementation Phase of the Project.	
16.	There should be adequate number of IVR ports to ensure that all calls meant for Call Centre are able to reach there.	
17.	The delivery of Informational and Transactional services through IVRS mode shall be provisioned during the later stages of the Call Centre implementation, if the back-end IT infrastructure at the State level can support.	

d) Recording Solution-

S. No.	Functional Requirements –Recording solution	Compliance (Y/N)
1.	<p>The system should record voice conversation between Call Centre agent and caller at the time of documenting request, department official and Call Centre agent at the time of resolving query and map it to unique Service Request Number. The Call Centre should have facility to record, replay and monitor all calls for a period of 180 days. This should capture at least the following information:</p> <ol style="list-style-type: none"> Date Time Call Duration Agent ID Caller Number Service Request Number Number Dialed for Outbound Calls 	

S. No.	Functional Requirements –Recording solution	Compliance (Y/N)
	h. Inbound/Outbound Identifier - System Generated	
2.	The agent ID and call record should be linked to the recorded query. The recorded query can be viewed by agent but cannot be modified.	
3.	The system should also record the outbound communication of Call Centre agent and the caller at the time of providing answer to unresolved query.	
4.	It should provide search facility with following information:- <ol style="list-style-type: none"> Date Time Call Duration Agent ID Caller Number Service Request Number Number Dialed for Outbound Calls 	
5.	Basic information about every caller should be recorded and stored in a database by the agent. This database shall be updated every time a new caller calls up.	

e) Management Information System (MIS)-

S. No.	Functional Requirements –MIS(Management Information System)	Compliance (Y/N)
1.	MIS should generate reports based on:- <ol style="list-style-type: none"> Type of queries/grievances Department wise District wise/Block wise Repeat Request/Complaints 	
2.	It should generate different types of reports on Number of calls:- <ol style="list-style-type: none"> Total Number of Calls- Inbound and Outbound Number of Calls Diverted to Call Center Agents from IVR Number of calls dropped on the IVR stage Number of calls transferred to other Call Centre 	
3.	It should generate Queue analysis reports. The below mentioned queue analysis list is including but not limited to:- <ol style="list-style-type: none"> Number of Waiting Calls Average Call Time Average Waiting Time Abandoned Calls 	
4.	It should generate Agent reports (Summary for All the Agents, and Detailed by each agent): <ol style="list-style-type: none"> Login & Logout Time Average Speed of Answer Time 	

S. No.	Functional Requirements –MIS(Management Information System)	Compliance (Y/N)
	<ul style="list-style-type: none"> c. Average Talk Time d. Average Handling Time e. Average Hold Time f. Average Wrap up time g. Number of Dropped Calls before Pickup h. Number of Dropped Calls after Pickup i. Idle Time j. Time Agent is Ready k. Outbound Calls - Destination Numbers & Duration l. Number of Emails Received m. Number of Call Backs n. No answer 	
5.	It should also be capable of generating customized reports/ MIS including graphical reports as per Purchaser's requirement; Reports should also be available in web-enabled format & should be configurable to be mailed to a defined mailing list.	
6.	It should provide flexible report formats, in xls, txt or any other user-friendly structure including graphics from time to time.	
7.	Standard reports(like IVRS,ACD etc) should be generated on hourly, daily, weekly, monthly, quarterly, half yearly and yearly.	
8.	It should be integrated with portal (provided by SI) which provides access to designated officers of purchaser for report generation.	

f) Other general requirements -

S. No.	Functional Requirements –Other general requirements	Compliance (Y/N)
1.	Rajasthan Sampark Helpline Call Centre should support <ul style="list-style-type: none"> a. Manual as well as predictive dialing on outbound calls b. Live reporting feature c. Live voice recording feature 	
2.	Incoming IVR should support "play recording" feature on selected options	
3.	SSO should be activated for all Call Centre agents for both Rajasthan Sampark helpline application portal and dailer.	
4.	Sticky agent feature should be provided for all agents. When a registered caller calls the calls should be automatically routed to those agents which are mapped with the specific caller.	
5.	Dialer and Rajasthan Sampark Helpline application portal should be integrated by use of CLI/API	

Non-Functional requirements

a) User Access Management

S. No.	Non-Functional Requirements-User Access Management	Compliance (Y/N)
1.	It should provide access to functions within modules restricted to authorized users.	
2.	It should provide logging by unique user id and password.	
3.	Users access should be restricted to different levels as program, module, transaction, etc.	
4.	System should notify security administrator of unauthorized access or attempted access and record in a log with reporting	
5.	System should provide multilevel security at agent, supervisors, administrator level	
6.	System should allow for administration of system users including: a) Add new users b) Delete existing users c) Modify user profile and preferences (standard phrases, vacation mode)	
7.	System should allow for administration of content (categories/response templates) including: a) Add new categories/response templates b) Delete categories/response templates c) Modify categories/response templates (text)	
8.	System should allow for administration of e-mail processing (queues/rules) including: a) Add new rules to properly route and categorize messages b) Add new queues as organizational structure changes c) Change dynamics of queues as needed (i.e. timeout parameters, escalation, assigned users, queue priority)	
9.	Supervisors, administrators, and other appropriate persons(participating departments official) can be set up with the software needed to run reports	
10.	System should be able to support role-based access control	
11.	The solution should have the ability to provide multi-level access management. The following should be provided:- a. User identification b. Limitation of user rights to perform operations c. Data confidentiality provision d. User actions audit and protocols	
12.	The system should have the ability to provide user and user group authorization administration tool to assign security levels to functions and data, and allow the access by users / by groups with valid security level only	

S. No.	Non-Functional Requirements-User Access Management	Compliance (Y/N)
13.	The system should have the ability to assign activities to roles, and map roles to users	
14.	Users should not be allowed to access the database directly	
15.	System should allow providing access level security for reports at Field level - show / hide	
16.	System should provide centralized repository of all identification and access control data	
17.	System should have ability to provide access level security for Entry forms at Field level- allow, read only, Hide	
18.	It should support of LDAP (Lightweight Directory Access Protocol) to allow systems access to the directory	

b) **Audit Trail**

S. No.	Non-Functional Requirements-Audit Trail	Compliance (Y/N)
1.	The system should allow archiving of queries which shall include both text and voice recording. Audit trail of archival with time and date stamp, will be automatically maintained by the system.	
2.	The system should allow recovery of data in case of hardware failure and data corruption. It should be able to perform recovery to a point of time, to known backup database.	
3.	The system should ensure that the audit files are stored in un-editable formats	
4.	The system should be capable of providing Audit Trail: Audit trail of Time Stamp & User ID stamp for the following:- <ul style="list-style-type: none"> a) Service Name b) Status of the Query c) Caller Mobile Number 	
5.	The system should maintain audit trail of any update in the status of the query.	
6.	It should be possible to audit users at the form level, user level and at the organizational role level	
7.	Audit system should be centralized, secured, and should provide detail insight in audit data (who did what, to what data and when)	
8.	The system should enforce separation of duties between auditors and administrator	
9.	The system should provide direct access to the auditor's to view audit reports and should be able create custom reports	
10.	The system should have the ability to identify users that have exploited access privileges, identify root causes of conflicts and be capable of interrogating the security log	

c) **Security-**

S. No.	Non-Functional Requirements –Security	Compliance (Y/N)
1.	The system should be capable of providing Authorization by the Username, User Role	
2.	The system should be capable of providing One user multiple roles and vice versa	
3.	The system should be capable of providing automatic timeout for user (log out)	
4.	The system should be able to allow definition of rules for password composition and password encryption.	
5.	System should support configurable password policies including Password expiry Password history and reuse policy	
6.	Session limits must exist for the application. For each session type, there must be limits the maximum time length of an idle session	
7.	System should allow proxy users. For example, an executive can designate an assistant as a proxy, allowing that assistant to create, edit transactions on behalf of that executive. Theaudit thereafter should state that the action was performed by the proxy user on behalf of a particular user	
8.	System should display an appropriate warning message upon user logon. The warning message need not include the following four general elements verbatim but must convey the same meaning:- a) Use of system constitutes the user's consent to monitoring. b) Use of system is limited to official Login use only. c) Notice that this is a Login system	
9.	The database should support role based access control, user based privileges	
10.	The system should have the option to encrypt data before transferring over a network.	
11.	The system should have the option to encrypt the data stored in the database	

d) **Data Network -**

S. No.	Non-Functional Requirements –Data Network	Compliance (Y/N)
1.	System should provide Fail Safe Data Network to transport data, voice, web etc to Contact Centre location with adequate bandwidths	
2.	Network security should be maintained by having password and audit control on Network equipment	
3.	Internet connectivity should be restricted (i.e. only necessary sites are accessible).	

e) **Archival-**

S. No.	Non-Functional Requirements –Archiving	Compliance (Y/N)
1.	The system should be able to archive data, based on user specified parameters (i.e. data range) and restore archival data when required	
2.	The system should support change in database and should be able to retrieve the archived data.	

f) **Availability**

S. No.	Non-Functional Requirements –Availability	Compliance (Y/N)
1.	The system uptime should be 99.7 % during working hours(8 am to 8 pm across 7 days)	
2.	The dashboards and the management platforms components need to be available for 90% of the time.	

g) **Scalability**

S. No.	Non-Functional Requirements –Scalability	Compliance (Y/N)
1.	The solution should be highly scalable and capable of delivering high performance as & when transaction volumes/ callers increases without compromising on the response time	

h) **Performance**

S. No.	Non-Functional Requirements –Performance	Compliance (Y/N)
1.	The solution should be able to deliver high performance as & when transaction volumes/ calls increases without compromising on the response time. System components should be able to take load during peak hours of the contact centre.	
2.	The user needs to be able to launch the application quickly and log into the application with minimal latency time.	

i) **Workflow**

S. No.	Non-Functional Requirements –Workflow	Compliance (Y/N)
1.	The solution should have the ability to support automated workflow designed to address needs of business users	
2.	The solution should have the ability to support multiple workflow paths that are	

S. No.	Non-Functional Requirements –Workflow	Compliance (Y/N)
	automatically selected based on request/user attributes, including escalation paths	
3.	The solution should support standard work flow languages	
4.	The workflow should have a rules engine that allows rules to be created to define query resolution hierarchies	
5.	It should be possible to create workflow diagrams that can be shared with participating departments to verify the workflow	
6.	The workflow should provide a drag and drop GUI based single/common design tool to define and alter business process across all modules of the Solution	
7.	It should be possible to define the process hierarchies top down or bottom up to support distributed workflow process definition	
8.	There should be no limit on the hierarchy levels that can be defined	
9.	It should have workflow with the ability to define business rules without the need for programming, including alerts and trigger	
10.	The workflow should interface with email system supporting SMTP for sending out answers to queries and IMAP for receiving the queries	

j) **Back up**

S. No.	Non-Functional Requirements –Workflow	Compliance (Y/N)
1.	The solution should support the back up and recovery of the data	

k) **Antivirus**

S. No.	Non-Functional Requirements –Workflow	Compliance (Y/N)
1.	Firewall and IDS/IPS protection should be in place	
2.	Proper Antivirus security with centralized updates	

l) **EMS**

S. No.	Non-Functional Requirements –Workflow	Compliance (Y/N)
1.	It should support the monitoring of the entire transaction infrastructure- application and web servers, messaging middleware and databases end to end.	

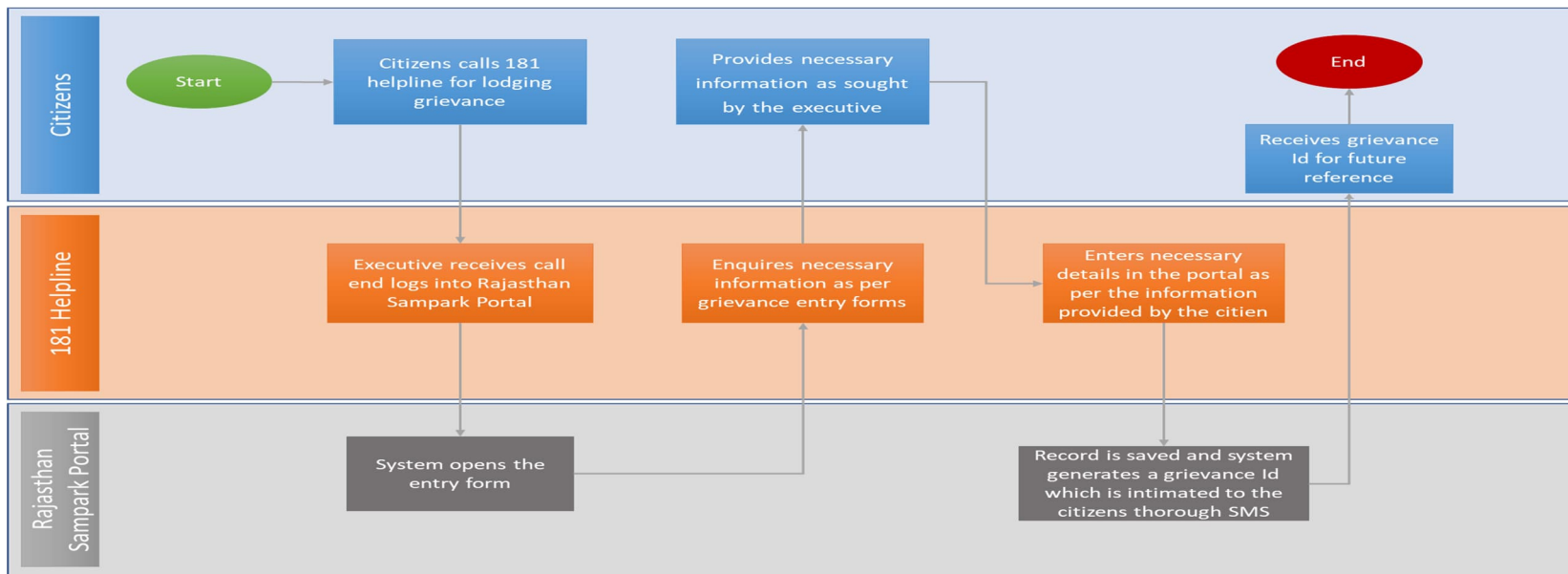
ANNEXURE- 18: PROCESS FLOW GRIEVANCE REGISTRATION THROUGH (181) HELPLINE

Grievance Registration Module : The SI is expected to make necessary provisions in the system so that grievances can be registered through the CRM. This would require seamless integration between the two applications. An illustration of the grievance registration process is provided for understanding purpose.

Grievance registration through 181 Helpline

Process Map: Grievance Registration through 181 Helpline

S. No.	Parameter	Details
1.	Objective:	To register citizen's grievance by calling 181 helpline
2.	Primary stakeholders:	Citizens, 181 Helpline Executive
3.	Software application Involved	CTI Solution, Rajasthan Sampark Helpline portal for registration of grievances



Process Description – Grievance Registration through 181 Helpline

S. No.	Step Details	Documents Involved	Responsibility
Grievance Registration Process Details			
1.	Citizen calls the call center (181 helpline) for lodging grievance	• NA	Citizen
2.	<ul style="list-style-type: none"> 181 helpline executive picks up the call and narrates the welcome script, logs on to the Rajasthan Sampark portal. Asks the citizens to provide necessary information as per the grievance entry form <p>Note:</p> <ul style="list-style-type: none"> <u>The mobile number of the complainant is automatically transferred from CTI to Rajasthan Sampark Portal</u> <u>In case any grievance has been registered earlier – details such as complainant name, address and mobile number are automatically filled in the grievance entry form of Rajasthan Sampark Helpline</u> 	• NA	181 Helpline executive/CTI solution/ Rajasthan Sampark Portal
3.	Citizens provide necessary information e.g. complainant details, grievance area and grievance details as per the information sought by the helpline executive	• Id type and Id number	Citizen
4.	<p>Helpline executive enters all the details in Rajasthan Sampark Portal as per the information provided by the citizen and submits the form to Rajasthan Sampark Portal</p> <p>Note:</p> <ul style="list-style-type: none"> <u>The call center executive also enquires with the complainant if the mobile number to be filled in the entry form should</u> 	NA	181 Helpline executive

S. No.	Step Details	Documents Involved	Responsibility
	<p><u>be same as the number from which the call is made.</u></p> <ul style="list-style-type: none"> o <u>In case the number is same, the call center executive continues filling the other necessary information as per the grievance entry form</u> o <u>In case there is a change in the number, the helpline executive modifies the number, and the system prompts for mobile verification. An OTP is sent to the entered mobile number. Citizens shares the OTP and in case of successful validation, Rajasthan Sampark Portal accepts enables the form for further filling.</u> 		
5.	System generates Grievance Id and sends it to the complainant 's registered and verified mobile number and the grievance Id is also reflected on the screen for reference of the helpline executive		Rajasthan Sampark Portal
6.	Helpline executive shares the grievance Id with the citizen	NA	181 Helpline executive
7.	Citizen receives the grievance Id both from the 181 helpline executive and through SMS. Keeps this grievance Id handy for future reference	NA	Citizen
Process of Document sharing and uploading, after registration of grievance			
8.	In case after registering the grievance through 181 helpline, citizen wants to upload some supporting documents, the citizen needs to send the soft copy of the documents to email	Supporting documents of grievance	citizen

S. No.	Step Details	Documents Involved	Responsibility
	id. rajsampark@rajasthan.gov.in Mentioning the grievance id in the subject line.		
9.	Helpline executive receives the mail and searches if the attachment is available. (in case the attachments are missing, or the grievance id is missing, the helpline executive writes back to the citizen for resending the attachments/ supporting documents go to step 8 else go to step 10)	Email	Helpline Executive
10.	Helpline executive logs on to the Rajasthan Sampark application through SSO id. Searches the grievance either through grievance id or mobile number (if available)	NA	Helpline Executive
11.	System searches and reflects the grievance id along with the following options <ul style="list-style-type: none"> o Viewing grievance o Entering suggestions (if any) o Uploading documents <p>Note: <i>in case he grievance id is not correct the system reflects a message about the error and the helpline executive writes back to the citizen for sending correct grievance id. And once the documents are received, the same is uploaded in the portal.</i></p>	NA	Rajasthan Sampark Portal
12.	Helpline executive clicks on the “upload document” button and enters remarks and choose saved files to upload and click on to submit.	Documents received from citizens	Helpline Executive



S. No.	Step Details	Documents Involved	Responsibility
	Note in case wrong file is chosen for uploading, the citizen repeats the process of choosing files and clicks on submit.		
13.	On submission the documents are uploaded, and system saves the record	NA	Rajasthan Sampark Portal

Short Form – Fields and validation: (Indicative)

S. No	Field Parameter	Form Type	Validation	Purpose
1.	Mobile Number*	Text Box	Only 10 digit numerical value and the number should not start with “0”	<ul style="list-style-type: none"> • To authenticate the complainant so that valid grievance is entered in the system • Contact back the complainant during the grievance redressal process by the Departmental User • For verification of the grievance disposal
2.	Send OTP to verify	On Click	NA	For sending a 4 digit OTP to the entered mobile number through SMS
3.	OTP entry*	Text Box	4 digit numerical value	To check if the sent OTP is same as the entered OTP
4.	Verify	On click	NA	To validate and verify if the mobile number entered is valid and authentic
5.	Resend	On Click	NA	To resend OTP to the entered mobile number in case the OTP is not received on time
6.	Complainants Name*	Text Box	Only Alphabets and no entry of any Special Characters apart from “.”	To identify the owner of the grievance
7.	Grievance Description*	Text Box	Free text	To understand the exact issue of the citizens and the expected relief sought by the citizens
8.	Upload Document	On click	<ul style="list-style-type: none"> • Only, PDF, JPG, JPEG, 	To provide supporting documents w.r.t. the

S. No	Field Parameter	Form Type	Validation	Purpose
			WINRAR, MP3, MP4 • Size limit – 25 MB	entered grievance and help in the process of grievance redressal
9.	If help is needed to register grievance*			
	Yes, help of citizen contact center is needed to complete this grievance registration	Radio button for selection	Only one selection out of the provided options	If this option is selected, the system will generate a temporary Id. And a short form is submitted in Rajasthan Sampark Portal which is intimated to the Helpline Executive for further processing
	No, I will complete the grievance registration myself	Radio button for selection		If this option is selected, on submission a “long Form” is opened by the system and all the saved filled in information are saved and auto filled in the long form

Long Form- Fields and validation: (Indicative)

S. No	Parameters	Field Type	Validation Details	Purpose
1. Complainant’s Details				
a.	Mobile Number*	Text Box	Only 10 digit numerical value and the number should not start with “0”	<ul style="list-style-type: none"> • To authenticate the complainant so that valid grievance is entered in the system • Contact back the complainant during the grievance redressal process

S. No	Parameters	Field Type	Validation Details	Purpose
				by the Departmental User For verification of the grievance disposal
b.	Id Proof	Drop Down	Select from the following options: <ul style="list-style-type: none"> • Aadhar Card • Bank Account Number • Bhamashah Id • Driving License • NREGA Job Card • PAN Card • Passport • Ration Card • Voter Id Card 	To authenticate the identification of the complainant so that valid grievance is entered in the system
c.	Id No.	Text box	Enter Id number (validation should be in line with the selected Id proof type)	To authenticate that Valid id proof option is selected by the user
d.	Name*	Separate Text Entry for: <ul style="list-style-type: none"> • First Name • Middle Name • Last Name 	Only Alphabets and no entry of any Special Characters apart from “.”	To identify the complainant
e.	Gender*	Drop Down	Select from the drop down list <ul style="list-style-type: none"> • Male • Female • Others 	To ascertain the gender of the complainant
f.	Father's / Husband's Name	• Radio button for selecting the options	Only Alphabets and no entry of any Special Characters apart from “.”	To identify the father/husband of the complainant

S. No	Parameters	Field Type	Validation Details	Purpose
		<ul style="list-style-type: none"> Text Entry in the form of First name, middle name and last name 		
g.	Search Location	<ul style="list-style-type: none"> Drop down for selecting location type Text Box for entering few words of the exact location 	<ul style="list-style-type: none"> Select from the drop down <ul style="list-style-type: none"> Block/ Panchayat Samiti Citi/ Town District Gram Panchayat Village On entering few words of the exact location the system will prompt similar locations for selecting and once any location is selected, the address section of the grievance entry for will be auto selected 	To identify the location of the complainant
h.	Country*	Drop Down	Select from the drop down list <ul style="list-style-type: none"> India Others <p>Note: in case other option is selected, the system prompts to enter the following field for</p>	To ascertain the current residing county of the complainant

S. No	Parameters	Field Type	Validation Details	Purpose
			<p><i>entering detailed address:</i></p> <ul style="list-style-type: none"> • Landmark 1 (Free Text) • Landmark 2 (Free Text) • Landmark 3 (Free Text) • PIN Code (Numerical value) • Full Address (alphabets, numeric and special characters with in 500 words) 	
i.	State*	Drop Down	<p>Select from the list of all the states of India (in case India is selected in the country option)</p> <p>Note: <i>in case any other state apart from Rajasthan is selected, the system prompts to enter the following field for entering detailed address:</i></p> <ul style="list-style-type: none"> • Landmark 1 (Free Text) • Landmark 2 (Free Text) • Landmark 3 (Free Text) • PIN Code (Numerical value) • Full Address (alphabets, 	To identify the current state of the complainant

S. No	Parameters	Field Type	Validation Details	Purpose
			<i>numeric and special characters with in 500 words)</i>	
j.	PIN Code	Text entry	<p>In case Rajasthan is selected as state, Option for entering the PIN number should be prompted. On correct entry of Rajasthan related PIN code number, the system should automatically fill in the District, rural/ urban, Block/ City, Gram Panchayat/ Ward, Village/ Colony details. In the subsequent section of the form</p> <p><i>*in case the entered PIN Code is not correct the system should provide the options of entering the subsequent details manually OR re-entering the correct PIN code number once again</i></p>	
k.	District* (for both Rural and Urban)	Drop Down	Select from list of 33 districts of Rajasthan	To identify the current district of the complainant

S. No	Parameters	Field Type	Validation Details	Purpose
l.	Rural/ Urban	Radio button	Select either rural or urban	To identify the location in under rural or urban category
m.	<ul style="list-style-type: none"> Block Panchayat Samiti* (Rural) Citi/ Town* (Urban) 	Drop Down	Select from the list corresponding to the selected District	To identify the current Block/ Panchayat Samiti/ Citi/ Town of the complainant
n.	<ul style="list-style-type: none"> Gram Panchayat* (Rural) Ward* (Urban) 	Drop Down	Select from the list corresponding to the selected Block/ Panchayat Samity/ Citi/ Town	To identify the current Gram Panchayat/ Ward of the complainant
o.	<ul style="list-style-type: none"> Village* (Rural) Colony* (Urban) 	Drop Down	Select from the list corresponding to the selected Gram Panchayat or Ward	To identify the current Village or Colony of the complainant
p.	Landmark 1	Text box	alphabetic, special and numeric character	To identify the current detailed address of the complainant
q.	Landmark 2	Text box	alphabetic, special and numeric character	
r.	Landmark 3	Text box	alphabetic, special and numeric character	
s.	Complete Address	Text box	alphabetic, special and numeric character	
2. Grievance Area				

S. No	Parameters	Field Type	Validation Details	Purpose
a.	<p>If complainant address is same as grievance address</p> <p>Note: <i>if complainant area is not in Rajasthan, this option should be disabled</i></p>	Check Box	NA	Automatically fills the subsequent address details If the grievance address is same as the complainants address
b.	Search Location		After entry of few words the system should prompt similar location to choose from the list	
c.	PIN Code	Text entry	<p>In case Rajasthan is selected as state, Option for entering the PIN number should be prompted. On correct entry of Rajasthan related PIN code number, the system should automatically fill in the District, rural/ urban, Block/ City, Gram Panchayat/ Ward, Village/ Colony details. In the subsequent section of the form</p> <p><i>*in case the entered PIN Code is not correct the system should provide the</i></p>	PIN Code

S. No	Parameters	Field Type	Validation Details	Purpose
			<i>options of entering the subsequent details manually OR re-entering the correct PIN code number once again</i>	
d.	District*	Drop Down	Select from list of 33 districts of Rajasthan	To identify the district of the grievance area
e.	Rural/ Urban*	Radio button	Select either rural or urban	To identify the grievance location in under rural or urban category
f.	<ul style="list-style-type: none"> • Block Panchayat Samiti* (Rural) • Citi/ Town* (Urban) 	Drop Down	Select from the list corresponding to the selected District	To identify the Block/ Panchayat Samiti/ Citi/ Town of grievance area
g.	<ul style="list-style-type: none"> • Gram Panchayat* (Rural) • Ward* (Urban) 	Drop Down	Select from the list corresponding to the selected Block/ Panchayat Samity/ Citi/ Town	To identify the Gram Panchayat/ Ward of the grievance area
h.	<ul style="list-style-type: none"> • Village* (Rural) • Colony* (Urban) 	Drop Down	Select from the list corresponding to the selected Gram Panchayat or Ward	To identify the Village or Colony of grievance area
i.	PIN Code	Text box	Numeric character with 6 digit	To identify the PIN Code of the grievance area
j.	Landmark 1	Text box	alphabetic, special and numeric character	To identify the detailed address of the grievance area

S. No	Parameters	Field Type	Validation Details	Purpose
k.	Landmark 2	Text box	alphabetic, special and numeric character	
l.	Landmark 3	Text box	alphabetic, special and numeric character	
m.	Grievance Area*	Text box	alphabetic, special and numeric character (word limit of 500 words)	
n.	Police Station	Drop Down	Select from the drop down list of police stations. Note: The drop down list should be automatically updated as per the selection of district/ block/ Gram Panchayat/ Citi/ Ward/ Colony	To identify the nearest police stations as per the grievance address
5. Grievance Description				
a.	Grievance Type*	Radio button selection	Selection options <ul style="list-style-type: none"> Grievance Development Related Employee Related Investigation Related Corruption Related Against any individual 	To categorize the grievance so that it is allocated to the appropriate officer

S. No	Parameters	Field Type	Validation Details	Purpose
			<ul style="list-style-type: none"> On behalf of any Group/ Institution/ Organization 	
b.	Department Type*	Drop Down	Select one option from drop down list	To identify if the grievance lodged against any department. Bureau, boards,
c.	Department Related to the grievance*	Drop Down	Select one option of the department as per the grievance Note: the drop down list should be updated as per the selected option in "Department Type",	To identify the name of the department so that allocation of the grievance can be made to the concerned ground level officer,
d.	Major Subjects/ Projects/ Schemes*	Drop Down	Select option from the drop down list of subjects. Note: the drop down list should be updated as per the selected option in Department related to the grievance	To identify the subject of the department so that allocation of the grievance can be made to the concerned ground level officer,
e.	Service / Schemes related to grievance*	Drop down	Select option from the drop down list of Service/ Schemes. Note: the drop down list should be updated as per the selected option in major	To identify the schemes / Service related to the grievance.

S. No	Parameters	Field Type	Validation Details	Purpose
			<i>subjects related to the grievance</i>	
f.	Grievance Description*	Text	Alphabetic, Special Character and numeric character Note: Word limit up to 2000 words	To identify and understand the exact problem being faced by the complainant
g.	Relief Required*	Text	Alphabetic, Special Character and numeric character Note: Word limit up to 200 words	To understand the expectations of the complainant
h.	How long (in days) you are facing this problem (Grievance Age)?	Text entry	Numeric values	To mark the age of grievance
i.	Have you lodged same grievance earlier	Radio Button	Yes or NO	To identify if any grievance was lodged earlier for the same issue
j.	if yes please provide Grievance id	Text Box	Alphanumeric	
k.	Upload Document	On Click	PDF/JPG/ JPEG/ WinRAR/ WinZip/ MP3/MP4 Note: Up to 25 mb Acceptable	To upload any supporting documents as a proof of the grievance
l.	Captcha (automatically updating of captcha as per the valid session)	Text	Enter Text	For security and ensuring authentic grievances are registered in the portal
m.	Declaration	Check Box	Section on click	To ensure that the complainants are certifying the authenticity of the

S. No	Parameters	Field Type	Validation Details	Purpose
				information being submitted
n.	Submit	On Click Submission	On submission the system checks if all the necessary information are being entered. In case some mandatory information are not entered, the system identifies the error and reflects the same on the screen	To ensure all necessary information are filled to lodge the grievance

Searching Grievance and uploading documents - Fields and validation:

S. No	Parameters	Field Type	Validation Details	Purpose
1.	Selection : Grievance id./ Mobile Number	Radio Button	<ul style="list-style-type: none"> Only one selection <p>Note: On selection of grievance ID the system will ask the citizen to enter the grievance id and on selection of mobile number the system will ask the user to enter the 10 digit mobile number against which the grievance has been registered</p>	<ul style="list-style-type: none"> Enable the user to select any option for which the current status of the grievance is being searched
	Grievance Id	Text Box	<ul style="list-style-type: none"> Alphanumeric and in line with 	<ul style="list-style-type: none"> To get the reference grievance id for

S. No	Parameters	Field Type	Validation Details	Purpose
			the structure of the grievance id generated by the system	which the status is being searched or against which supporting document needs to be uploaded
	Mobile Number	Text box	<ul style="list-style-type: none"> 10 digit numeric value and the value should not start with "0" 	<ul style="list-style-type: none"> To get the reference mobile number against which grievance has been registered and current status is being searched or supporting document needs to be uploaded
2.	Verification of user through OTP (if grievance id is entered, the system provides a masked registered mobile number (revealing the last 4 digits of the mobile number) and asks the user to click on send OTP to verify	Click button	<ul style="list-style-type: none"> On click 	<ul style="list-style-type: none"> To authenticate the user so that anonymous user cannot get any confidential details about any citizens
3.	Enter OTP	Text	<ul style="list-style-type: none"> 4 digit numeric value. The entered OTP should match the sent OTP 	<ul style="list-style-type: none"> User authentication.
4.	<ul style="list-style-type: none"> Verify OTP Resend OTP Cancel 	<ul style="list-style-type: none"> Click button 	<ul style="list-style-type: none"> On click verification On Click to resend OTP On click to cancel the event of verification through OTP 	<ul style="list-style-type: none"> Submission of OTP for authentication Resending OTP in case OTP is not received on time For cancelling the existing transaction

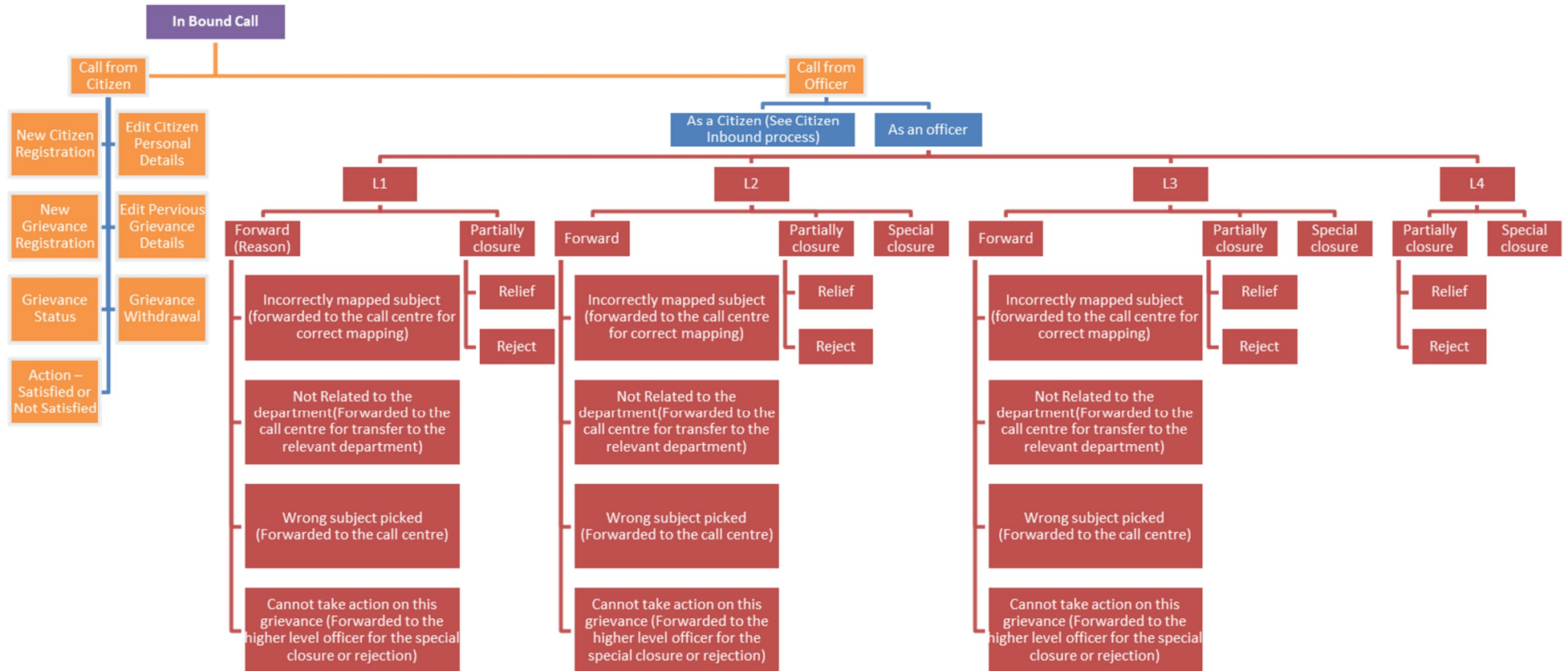
S. No	Parameters	Field Type	Validation Details	Purpose
5.	In case Mobile number is selected in Sl. No . 1, similar process of authenticating the user through OTP (as mentioned in sl. No. 3) is followed	Text	<ul style="list-style-type: none"> • 4 digit numeric value. The entered OTP should match the sent OTP 	<ul style="list-style-type: none"> • User authentication.
6.	<ul style="list-style-type: none"> • Post successful authentication the grievance details are reflected in the system with details such as Grievance Id, mobile no and following options : Note: <i>in case the authentication is not successful the entire authentication process is repeated till completion of successful authentication process.</i> 			
	View	Click button	<ul style="list-style-type: none"> • On click 	<ul style="list-style-type: none"> • To view the grievance details and the current status of the grievance
	Suggestions	Click button	<ul style="list-style-type: none"> • On click 	<ul style="list-style-type: none"> • To provide any suggestion on the grievance or disposal process • Once this button is clicked, a text box for entering free text up to 500 words are opened which can be submitted against the said grievance
	Upload document	Click button	<ul style="list-style-type: none"> • On click 	<ul style="list-style-type: none"> • To upload any supporting document • Once the upload document button is selected, the system prompts to select files from the system. • Once files (PDF/JPG/ JPEG/ WinRAR/ WinZip/ MP3/ MP4/ PDF/ DOC) are selected (up to 25 MB max),the system



S. No	Parameters	Field Type	Validation Details	Purpose
				prompts to submit the document • On submission the record is saved against the concerned grievance

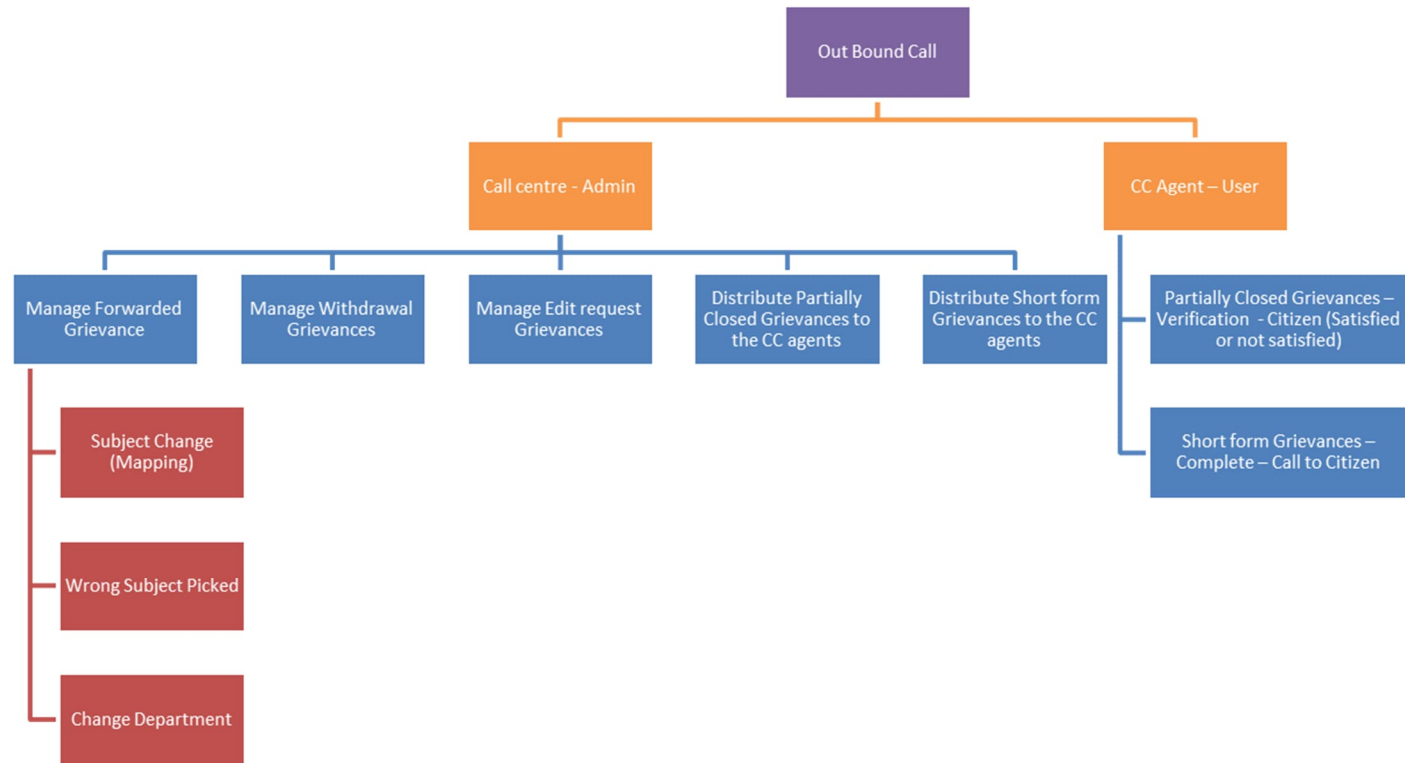
INDICATIVE WORKFLOWS

Indicative Work flow for Rajasthan Sampark Helpline Citizen Contact Centre (Inbound calls)





Indicative Work flow for Rajasthan Sampark Helpline Citizen Contact Centre (Outbound calls)





ANNEXURE 19: FORMAT FOR CVs

Format for the Profiles	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> ○ Degree ○ Academic institution graduated from ○ Year of graduation ○ Specialization (if any) Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company (the SI)	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: <ul style="list-style-type: none"> ○ Organizations worked for in the past ○ Organization name ○ Duration and dates of entry and exit ○ Designation ○ Location(s) ○ Key responsibilities ● Prior project experience <ul style="list-style-type: none"> ○ Project name ○ Client ○ Key project features in brief ○ Location of the project ○ Designation ○ Role ○ Responsibilities and activities ○ Duration of the project ○ Total team size Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if read/write/both)	



RFP for selection of SI for establishment of Call Centre and provide Call Centre related services for Rajasthan Sampark (CM Helpline 181) 2.0 for Government of Rajasthan
