

2022

Raj COMP Info Services Limited (RISL)

**Final RFP for Selection of Technology
partner for Rajasthan Integrated Tax
Management System (R-ITMS)**



RFP for Selection of Technology partner for Rajasthan Integrated Tax Management System (R-ITMS)

NIB Reference No. F4.2(584)/RISL/Tech/2022/4106

Dated:15.09.2022

Mode of Bid Submission	Online through eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, B-Block, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date & Time of Pre-bid meeting	21.09.2022 at 11.00AM
Last Date & Time of Submission of Bid	14.11.2022 at 03.00PM
Date & Time of Opening of Technical Bid	14.11.2022 at 03.30PM

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

RISL Processing Fee: Rupees One Thousand Only (Rs. 1,000 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, YojanaBhawan, B-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Phone: 0141- 5103902 Fax: 0141-2228701

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

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
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
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents. Also called as EMD.
Bidder	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. Chairman cum Managing Director, RISL in this bidding document.
Contract	A contract entered into between the procuring entity and a selected bidder concerning the subject matter of procurement
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ GoI.
DeitY, GoI	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
DTA	Directorate of Treasuries and Accounts
ETDC	Electronic Testing & Development Centre
FOR/ FOB	Free on Board or Freight on Board
GoI/ 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
G2C	Government to Citizen
G2G	Government to Government

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)
FD	Finance Department, Government of Rajasthan
IFMS	Integrated Financial Management System
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
ITMS	Integrated Tax Management System
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
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	Performance Security Deposit. Instrument obtained against the issue of each individual work order
Purchaser/ Purchaser/ 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.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RFP/ Bidding Document	Request for Proposal (Bidding document), an early stage in procurement process, issuing an invitation for suppliers, through a bidding process, to submit a proposal on a specific commodity or service.
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
SD	Security Deposit obtained against the issue of Rate Contract

Services	Any subject matter of procurement other than goods or works and includes physical, warranty, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
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.
State Government	Government of Rajasthan (GoR)
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TDS	Tax Deducted at Source for both Income Tax and GST
TIN	Tax Identification Number
TPA	Third Party Auditors
Unit	Unit of DDO or its branch
WO/ PO	Work Order/ Purchase Order

Contents

ABBREVIATIONS & DEFINITIONS	3
1. INVITATION FOR BID (IFB) & NOTICE INVITING BID.....	9
2. PROJECT PROFILE & BACKGROUND INFORMATION	13
3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA.....	14
4. SCOPE OF WORK, DELIVERABLES & TIMELINES:.....	17
4.1. OVERALL SCOPE	17
4.2. R-ITMS APPLICATION	20
4.2.1. DESIGN AND DEVELOPMENT OF MODULES OF R-ITMS:.....	20
4.2.2. INTEGRATION OF OTHER FRAMEWORK/ MODULES:	20
4.2.3. OPERATION AND MAINTENANCE - FACILITY MANAGEMENT SERVICES ("FMS"):.....	21
4.2.4. OPERATIONS & MAINTENANCE REPORTS:.....	21
4.2.5. TRAINING, HANDHOLDING AND IMPLEMENTATION SUPPORT:.....	23
4.2.6. BACKUP OF DATA:	23
4.2.7. MISCELLANEOUS WORKS:.....	23
4.3. MANPOWER REQUIREMENT:.....	23
4.4. ROLES AND RESPONSIBILITIES.....	26
4.4.1. MONITORING OF CONTRACT:.....	26
4.4.2. RESPONSIBILITIES OF RISL.....	27
4.4.3. RESPONSIBILITIES OF SELECTED BIDDER.....	27
5. INSTRUCTION TO BIDDERS (ITB).....	28
1) Sale of Bidding/ Tender Documents	28
2) Pre-bid Meeting/ Clarifications-	28
3) Changes in the Bidding Document	28
4) Period of Validity of Bids	28
5) Format and Signing of Bids	29
6) Cost & Language of Bidding	30
7) Alternative/ Multiple Bids	30
8) Bid Security:	30
9) Deadline for the submission of Bids	31
10) Withdrawal, Substitution, and Modification of Bids	31
11) Opening of Bids	31
12) Selection Method:	32
13) Clarification of Bids:	32
14) Evaluation & Tabulation of Technical Bids	32
15) Evaluation & Tabulation of Financial Bids:	34
16) Correction of Arithmetic Errors in Financial Bids:	34
17) Price/ purchase preference in evaluation	35
18) Negotiations	35
19) Exclusion of Bids/ Disqualification	35
20) Lack of competition	36
21) Acceptance of the successful Bid and award of rate contract	36
22) Information and publication of award:	37
23) Procuring entity's right to accept or reject any or all Bids	37

24)	<i>Security Deposit (SD)</i>	37
25)	<i>Right to vary quantity</i>	37
26)	<i>Performance Security Deposit (PSD)</i>	37
27)	<i>Execution of Agreement for Rate Contract</i>	38
28)	<i>Confidentiality</i>	39
29)	<i>Cancellation of procurement process</i>	39
30)	<i>Code of Integrity for Bidders</i>	40
31)	<i>Interference with Procurement Process:</i>	40
32)	<i>Appeals</i>	41
33)	<i>Stay of procurement proceedings:</i>	42
34)	<i>Vexatious Appeals & Complaints:</i>	42
35)	<i>Offences by Firms/ Companies</i>	42
36)	<i>Debarment from Bidding</i>	43
37)	<i>Monitoring of Contract</i>	43
6.	TERMS AND CONDITIONS OF TENDER & CONTRACT-	44
1.	<i>Contract Documents:</i>	45
2.	<i>Interpretation-</i>	45
3.	<i>Language-</i>	45
4.	<i>Consortium: Consortium in any form is not allowed.</i>	45
5.	<i>Eligible Services</i>	45
6.	<i>Notices-</i>	45
7.	<i>Governing Law</i>	46
8.	<i>Scope of Supply-</i>	46
9.	<i>Supplier's/ Selected Bidder's Responsibilities</i>	46
10.	<i>Purchaser's Responsibilities-</i>	46
11.	<i>Contract Price-</i>	46
12.	<i>Recoveries from Supplier/ Selected Bidders-</i>	46
13.	<i>Taxes & Duties-</i>	46
14.	<i>Copyright/ Intellectual Property Rights (IPR):</i>	47
15.	<i>Confidential Information-</i>	47
16.	<i>Sub-contracting</i>	47
17.	<i>Extension in Delivery Period and Liquidated Damages (LD)-</i>	48
18.	<i>Limitation of Liability-</i>	49
19.	<i>Force Majeure-</i>	49
20.	<i>Change Orders and Contract Amendments-</i>	49
21.	<i>Termination-</i>	50
22.	<i>Settlement of Disputes-</i>	51
23.	<i>Verification of Eligibility Documents by RISL –</i>	51
24.	<i>Exit Management</i>	51
7.	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	55

1) <i>Bidders to Bid for all Items:</i>	55
2) <i>Project Duration and Time Schedule:</i>	55
3) <i>Project Deliverables:</i>	56
4) <i>Payment Terms and Schedule</i>	57
5) <i>Service Level Standards/ Requirements/ Agreement</i>	58
ANNEXURE-1: BILL OF MATERIAL (BoM)	61
ANNEXURE-2: PRE-BID QUERIES FORMAT {TO BE FILLED BY THE BIDDER}	62
ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE {TO BE FILLED BY THE BIDDER}	63
ANNEXURE-4: SELF-DECLARATION {TO BE FILLED BY THE BIDDER}	64
ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION {TO BE FILLED BY THE BIDDER} ...	65
ANNEXURE-6- COVERING LETTER OF THE BID	66
ANNEXURE-7: FINANCIAL BID COVER LETTER & FORMAT	67
ANNEXURE-8: BANK GUARANTEE FORMAT	70
ANNEXURE-09: DRAFT AGREEMENT	75
ANNEXURE-10: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE- QUALIFICATION EXPERIENCE	78
ANNEXURE-11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012	79
ANNEXURE-12–MINIMUM QUALIFICATIONREQUIRED FOR ONSITE& OFFSITE RESOURCES	80
ANNEXURE-13-CURRICULUM VITAE FOR PROPOSED WORKS	82
ANNEXURE-14: CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT	83
ANNEXURE-15: TECHNOLOGY STACK	87

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

Draft RFP for Selection of Technology partner for Rajasthan Integrated Tax Management System (R-ITMS) (Before Pre-Bid)

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

NIB Reference No. - f4.2(584)/RISL/Tech/2022/4106

Dated: 15-09-2022

Unique Bid Ref. No:

Name & Address of the Procuring Entity	- Name: Managing Director, RISL - Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	- Name: Sh. Tapan Kumar - Designation: System Analyst (Jt. Director) - Address: IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) - Email: Tapan@rajasthan.gov.in
Subject Matter of Procurement	Draft RFP for Selection of Technology partner for Integrated Tax Management System (R-ITMS) (Before Pre-Bid)
Bid Procedure	Single-stage: two part (envelop) Open Competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS) - L1
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	- Websites: http://sppp.raj.nic.in, http://eproc.rajasthan.gov.in, http://www.rajasthan.gov.in, http://doitc.rajasthan.gov.in - Bidding document fee: Rs. 5,000 (Rupees Five Thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". - RISL Processing Fee: Rs. 1,000 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs: 137 Crore (Rupees One hundred Thirty Seven Crore Only)
Bid Security and Mode of Payment	Amount (INR): 2% of the estimated procurement cost, 0.50% for S.S.I. unit of Rajasthan, 1.0% 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"
Uploading of Draft RFP	Start Date: 15.09.2022 at 3 PM
Date/ Time/ Place of Prebid meeting	- Date: 21.09.2022 - Time: 11:00 AM - Place: Board Room, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan) - Last Date of submitting pre-bid queries by the bidder: 22.09.2022 upto 03:00 PM
Manner, Start/ End Date for the submission of Bid	- Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in) - Start Date: 03:00 PM, 10.10.2022 - End Date: 03:00 PM, 18.10.2022
Submission of Banker's Cheque/ Demand Draft for Processing Fee*	Upto 03:00 PM, 18.10.2022
Date/ Time/ Place of Technical Bid Opening	- Date: 18.10.2022 - Time: 03:30 PM - Place: Office of RISL, Board Room, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Draft RFP for Selection of Technology partner for Rajasthan Integrated Tax Management System (R-ITMS) (Before Pre-Bid)

Date/ Time/ Place of Financial Bid Opening	Will be intimated to the technically qualified bidders
Bid Validity	90 days from the bid submission deadline
Note: - Bidder shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for 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. * In case, the bidder fails to physically submit the Banker's Cheque/ Demand Draft for RISL Processing Fee up to the time as mentioned in the NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. - To participate in online bidding process, Bidder must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic Bid. Bidder 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, bidder must register on http://eproc.rajasthan.gov.in (bidder already registered on http://eproc.rajasthan.gov.in must register again). - RISL will not be responsible for delay in online submission due to any reason. For this, bidder is requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; chocking of web site due to heavy load or any other unforeseen problems. - Bidder is also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process. - Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidder interested for training may contact e-Procurement Cell, RISL 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 - The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bid. - 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/ a authorised partner. - Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal. - The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.	


SA (Jt. Dir.)



RajCOMP Info Services Ltd.
(A Government of Rajasthan undertaking)

email: info.risl@rajasthan.gov.in
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CIN : U72200RJ2010SGC033185

Ref. No.: F4.2(584)/RISL/Tech/2022/6754

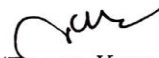
Dated: 10-10-2022

Corrigendum

The revised dates for submission of Bids, Bidding document fees, Bid Security and RISL processing fees and Date/Time/Place of technical bid opening for Selection of Technology Partner for Rajasthan Integrated Tax Management System (R-ITMS) (NIB no. F4.2(584)/RISL/Tech/2022/4106 dated: 15-09-2022) are as follows:-

E-Proc Tender ID	2022_RISL_296493_1
Period of Sale of Bidding Documents	From 03.30 PM, 15-09-2022 to 03.00 PM, 09-11-2022
Start/End Date for the submission of Bids	Start Date: 03:00 PM, 17-10-2022 End Date: 03.00 PM, 09-11-2022
Submission date of Banker's Cheque/ Demand Draft for Tender fees, Bid Security and Processing fee	Up to 03.00 PM, 09-11-2022
Date/ Time/ Place of Technical Bid Opening	Date: 09-11-2022 Time: 03:30 PM Place: Office of RISL, Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

This date modification will supersede all references made to this regard.


(Tapan Kumar)
SA (Jt. Dir.)



RajCOMP Info Services Ltd.
(A Government of Rajasthan undertaking)

email: info.risl@rajasthan.gov.in
website: www.risl.rajasthan.gov.in
CIN : U72200RJ2010SGC033185

Ref. No.: F4.2(584)/RISL/Tech/2022/4029

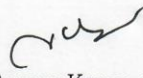
Dated: 17-10-2022

Corrigendum

The revised dates for submission of Bids, Bidding document fees, Bid Security and RISL processing fees and Date/Time/Place of technical bid opening for Selection of Technology Partner for Rajasthan Integrated Tax Management System (R-ITMS) (NIB no. F4.2(584)/RISL/Tech/2022/4106 dated: 15-09-2022) are as follows:-

E-Proc Tender ID	2022_RISL_296493_1
Period of Sale of Bidding Documents	From 03.30 PM, 15-09-2022 to 03.00 PM, 14-11-2022
Start/End Date for the submission of Bids	Start Date: 03:00 PM, 21-10-2022 End Date: 03.00 PM, 14-11-2022
Submission date of Banker's Cheque/ Demand Draft for Tender fees, Bid Security and Processing fee	Up to 03.00 PM, 14-11-2022
Date/ Time/ Place of Technical Bid Opening	Date: 14-11-2022 Time: 03:30 PM Place: Office of RISL, Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

This date modification will supersede all references made to this regard.


(Tapan Kumar)
SA (Jt. Dir.)

2. PROJECT PROFILE & BACKGROUND INFORMATION

Finance Department, Government of Rajasthan is primarily for managing Finances of the State Government and involved in following core functions:

- Designing Budget document for effective revenue utilization and expenditure management Taxation and Revenue generation & its monitoring
- Expenditure Management
- Monitoring of State Ways and Means
- Providing funds to State Government Departments for Government schemes and their day to day operations
- Enforcing Financial Rules for procurement
- Enforcing Service Rules for employee/pensioners for the purpose of wages and allowances Controlling Treasury operations through Treasury and Account Department

Above functions involves interacting with 67 Administrative Department, 145 Departments, 204 Budget Controlling Officers, various drawing & disbursal officers, 41 treasuries, 258 Sub Treasuries, banks, more than 12 lakh employees and pensioners and 80 lakhs social security pensioners. To manage this ecosystem, Finance Department established Integrated Financial Management System (IFMS) based on the requirement of different stakeholders and their functions.

IFMS takes care of the financial management but Tax compliances are still maintained manually at DDO and other offices level. Due to manual system many inherent issues arises in tax compliances. Therefore, a need for effective integrated tax management system is generated in Government of Rajasthan.

Vision:

The vision is to design a system which will standardize the tax compliances by ensuring the timely and accurate filing of TDS Returns, real-time verification of PAN data, eliminate manual errors and centralized information over taxation.

ITMS (Integrated Tax Management System) application and Mobile App to handle the above-mentioned issues. It would facilitate:

- Compliance with the government portals which will handle return generation, uploading of returns, payment through challans, downloading of requisite forms, etc.
- For Income tax calculation, a Mobile App will be provided to the employee in which he/she will enter investments, deductions, etc. impacting the TDS.
- Various Returns to be filed by adopting ITMS at various Departmental levels.
- Implementation of new amendments & updates from time to time under Income Tax & GST Act.
- A grievance helpdesk of Tax & Technology experts to handle & manage all stakeholder grievances.
- Ensuring better data security and avoidance of multiple data leakage points.
- Real-time verification of PAN & GST Compliance status data.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

Sr.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	The bidder should be a company registered under Indian Companies Act OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008 OR A Proprietorship firm registered under the Rajasthan Shops & Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)	Copy of Certificates of incorporation / Certificate of Registration
2.	Financial Turnover from IT/ ITeS	Annual Average Turnover of the bidder from IT/ ITeS/Consulting/ Advisory Services for the last three financial years i.e. (from 2018-19 to 2020-21 or from 2019-20 to 2021-22) as per the last published audited balance sheets), should be at least INR 10.00 Crores. (excluding hardware)	CA Certificate with CA's Registration Number/ Seal
3.	Financial Net Worth	The bidder must have a positive net worth at least for the last 3 financial years.	CA Certificate with CA's Registration Number/ Seal
4.	Technical Capability	The bidder should have executed/ executing at least three work orders, each work order for providing similar nature of work (as defined under) to at least 5,000 branches/ units, to any central/ state government department/ parastatal organization/ nationalized Banks in India in last 5	Annexure-10 for each project reference, AND {Work Completion Certificates from the client mentioning nature of activity performed, number of unit/Branches and period of assignment.

		financial years (i.e. 2017-18, 2018-19, 2019-20, 2020-21, 2021-22). <i>Note: - Similar to nature of work/activity means</i> a. <i>TDS Software incl. application design development, customization, deployment & FMS with an objective of centralization of Tax Returns of various DDO's/Units of a Department/State.</i> b. <i>TDS Compliances to DDO/units which includes Legal consultancy for TDS related issues, Filling of Returns and Various Forms (24Q, 26Q, 27EQ, Form 16, Form 15A), Unlimited Correction Return Filing, Handling income tax notices and submission of reply for the same, Trouble shooting in all forms like technical, administrative, consultancy and deductor/ deductee related issues, etc.</i>	OR Work Order + Self Certificate of Completion mentioning nature of activity performed, number of unit/Branches and period of assignment (Certified by the Statutory Auditor/CA on letter head with UDN number)} OR Work Order + Phase Completion Certificate from the client mentioning nature of activity performed, number of unit/Branches and period of assignment. (Note: Experience certificate or work completion issued by government/PSU/bank/parastatal organisation must mention nature of activity performed, number of unit/Branches and period of assignment. Wherever needed confirmation/clarification can be sought from the bidder's client.)
5.	Technical Capability	Bidder should have valid "CMMI level 3 or ISO 9001:2015" certificate as on last date of bid submission.	Relevant documents(valid document) at the time of submission of bid)
6.	Tax registration and clearance	The bidder should have a registered number of 1. GST where his business is located 2. Income Tax / Pan Number.	• Copies of PAN • GST registration Certificate/ Number
7.	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of	A Self Certified letter as per Annexure-4: Self-Declaration

		legal proceedings for any of the foregoing reasons; b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) Comply with the code of integrity as specified in the bidding document.	
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4. SCOPE OF WORK, DELIVERABLES & TIMELINES:

4.1. Overall Scope

RISL intends to select an IT firm for a period of two years & six months for R-ITMS Software with necessary technical expertise on both TDS and information technology for complete End-to-end solution on behalf of Finance Department and Directorate of Treasuries & Accounts, Government of Rajasthan.

Department of Finance is working on modernization of IFMS and bring full digitalization into TDS compliances. Broad scope of work is to provide ITMS which will be an End-to-end TDS management system to Government of Rajasthan.

A comprehensive software solution and compliance activities to perform the below functions mentioned under brief scope of work. Scope may include combination of activities along with indicative deliverables as mentioned under various sub-sections.

Brief Scope of the Work

Achieving the desired outcome under ITMS shall involve development & maintenance of an integrated TDS compliance management system application to automates the processes. Implementation phase will include implementation of compliances & related activities of various departments under Government of Rajasthan.

A. Rajasthan Integrated Tax Management System (R-ITMS) – Software Application design, development, customization, deployment

This includes design, development, customization, deployment of below mentioned module and work flow for data gathering are as mentioned below.

i) Various Modules of ITMS Software Application requires design, development, customization & deployment are as mentioned below:

- Automated Tax Calculation (IT & GST)- To & Fro API from R-ITMS, IFMS & other application.
- Tax Return Preparation Module- Various returns like 26Q (Non-Salary), 24Q (Salary), 27EQ (TCS), GSTR-7 & Others as applicable under TDS (IT & GST) law to be prepared in accurate manner.
- TDS Certificate Module -Application to provide various TDS Certificates to Registered Stakeholders
- Mobile Application-
 - Uploading of exemption document by Employees or viewing tax calculation
 - Auto correct the exemptions, marked by Employees, as per IT Rules and update the same in the respective payroll application
 - Download facilities of forms related to the employee like Form 16
- Help Desk Application- Handling grievances of Vendor, Employees, Pensioners, Customers and other stakeholders.

ii) Workflow Description:

- Expenditure data containing PAN Number, Amount, Name of Vendor, DDO Code, etc. of respective department from IFMS or other application.

- API for TDS Calculation under R-ITMS for accurate deduction of taxes.
- API for transaction locking by IFMS or other application.
- Monthly Data Extraction dump of TDS data from IFMS or other application.
- Challan Preparation for TDS through R-ITMS application for further remittance to Treasury.
- Bulk Remittance of various DDO/ units challan by Treasury. File generation for Bulk remittance through R-ITMS application.
- Updation of Track record of Payment in R-ITMS application like Success, Failure, etc
- Monthly Reconciliation of Deductee records with Challan remittance.
- Timely & accurate filing of all returns under TDS

B. FMS- Upgradation, Customization, testing, implementation and Maintenance including O&M of R-ITMS Application:

Facility Management Services includes below mentioned things:

i) Technological Assistance & Facility Management System:

- Ministerial Dashboard for reporting & Decision making concerning TDS
- Seamless integration with the IFMS & other applications which includes data synchronization, incorporation of the change request (existing as well as pending) etc.
- Envisage parameterization, historical data management, verifying data quality, migrating data, user acceptance testing, documentation, training, knowledge transfer, MIS, and continuous support.
- Solution upgradation/enhancement/ any changes required to comply with all the TDS guidelines mentioned/ stipulated by Income Tax Department/GST Department/State Government/ RBI/ CBDT or Any statutory body as amended from time to time.
- Obtaining the data fix from sources and updating the same for filing returns.
- Preparation of text files for Filing of Monthly/Quarterly returns.
- Implement the Change Requests relating issues affecting any stakeholder viz., DDO, Vendors, Central Government, State Governments and PSUs, Income Tax Authorities, etc.
- Capacity to allow access to each employee to submit their declaration for TDS deduction.
- Form 16 and Form 16A to employees, pensioners, and vendors through various modes like Website, Mail, Mobile Application SSO login, e-Vault, etc.
- Generating the data required for compilation of CAG Audit during the contract period.
- Dynamic Dashboard (drill down) displaying return filing status, records in errors, PAN not available cases, GST Compliance status of vendor, error records with reasons, consolidate file status, challan utilization and other parameters required by the Government from time to time.

ii) Dedicated Centralized Help Desk:

- Dedicated Centralized help desk team to handle & clear all grievances digitally through tools. call logs etc.

- Onsite support during office hours on all calendar days & as and when required in case of exigencies beyond the above-mentioned calendar days/ hours.
- Logical resolution to the complaints raised/ escalated by the Offices/ other stakeholders through various platforms viz., Service Desk, emails, letters etc. within the accepted time limit.
- Correction request management tool in application to address requests raised by various platforms viz. Offices/ other stakeholders etc.
- Weekly and monthly status reports of the complaints received through different platforms.

iii) Operation & Maintenance of R-ITMS:

- Compilation of monthly tax computations of all the operations and due tax payment facility before due date.
- API provisioning for verifications and validation of various statutory data points, filing of returns, etc. wherever required.
- Validation of data as per GST Act guidelines, GST Numbers Validation, etc

C. TDS Compliances of DDO's/Unit :

- Creation of unit/office and TDS Deductor master by importing data from the existing IFMS 2.0/ 3.0 application of the GoR.
- Interface/ system for importing/ fetching the TDS return data from IFMS 2.0/ 3.0/any other application.
- Mechanism to capture manual entry for third party payments data along with all the required validations, in case the data is not routed through the automated system.
- Automated allocation of challans against the respective deductee records in R-ITMS application.
- Seamless filing of E-TDS returns as per prevailing & future statutory Income Tax rules and guidelines for all Offices/units of the G.O.R.
- Identification & automated generation of revised returns based upon the changes done by the end users in source systems or in R-ITMS application. Filing of Correction returns to Income Tax e-filing system within the stipulated time through E-Return Intermediary.
- Comply and attend(Virtually) for the Justification reports and the statutory guidelines issued by income Tax authorities, GST Authorities and / or by any statutory legal entity.
- DDO/Unit wise remittance returns and preparation of Challans under the concept of Centralization of compliances as an integral part of the system.
- Validation of data as per Income Tax guidelines like Payment amount vis-à-vis TDS deducted, PAN Validation (including 20% in case of PAN not available cases), TAN validations, TDS rate verification including DTAA rates, validation of lower/NIL TDS deduction certificates/tax residency certificates/ UINs / Form 15G/15H and any other validations required in terms of Income tax guidelines in force should be available with suitable checks inbuilt in the system itself. Validation of extracted data as prescribed by NSDL/ TRACES and generates exception/ error reports (if any) for making necessary corrections by the branches/offices wherever needed.
- Applying, downloading, generation of all Traces related activity for the Centralized TAN Numbers
- Prepare and submit necessary MIS as per the GoR requirement from time to time and facilitate generation of reports Unit(DDO) wise/ Treasury wise/ Department wise, etc.

- Analytical reports for better insights.
- TDS compliances of Queries/show-cause notice (except personal hearings) by the Income Tax Department & GST pertaining to TDS till contracted terms.
- Virtually attending to queries, communications, and complaints from offices of the Government and responding the same.
- Troubleshooting in all forms like technical, administrative, consultancy and deductor /deductee related issues etc.

For this, option would be given to various departments and parastatal for hiring of above mentioned services.

4.2. R-ITMS Application

It includes application design, development and implementation services for the above-mentioned scope of work shall broadly include but not limited to the following:

4.2.1. Design and Development of modules of R-ITMS:

Design and development of ITMS for Government of Rajasthan and will involve following activities:

- Design and development of modules as per the approved SRS & FRS and redevelopment of modules as per the requirement of stakeholders.
- Preparation of Wireframes, Screen Mock-ups & Requirement documents for all the components
- Development of a central master data repository & sharing the data to respective departments through web services, for the real time update on compliance transactions done.
- Deployment of resources as mentioned in the “Manpower Requirement” for the entire O&M phase of the project decided by DoIT&C/RISL.
- The application software should be developed in Java technology and compatible with micro services framework using proposed Technology Stack specified at Annexure - 15 of this RFP
- The application software development work should be in compliance to the best practices, applicable industry standards and respective guidelines issued by Department of Information Technology (DIT), GOI and DOIT&C, GOR
- Beta version Roll-out, bug Fixation, Application Stabilization.
- Operations and maintenance post go-live.
- The Purchaser may appoint Third Party Agency (TPA) at its own cost to conduct the technical reviews and audits of development work performed by the Selected Bidder.
- Purchaser & its designated authority/ TPA (if any) shall conduct functional, security & performance testing of the deployed Integrated Raj e-Office Application for each Phase.
- Purchaser would be free to conduct such testing's at any stage in addition to testing being done by the Selected Bidder.

4.2.2. Integration of other framework/ modules:

ITMS integration with IFMS and other following framework/ modules of DoITC/ RISL/ GoI

- RajSSO
- Rajasthan Payment Platform
- Raj SewaDwaar

- SMS and email Gateway
- eSign
- Tax treasury management
- Income tax portal (Gol)
- GST Portal
- Any other application/ module as decided by DoIT&C

4.2.3. Operation and Maintenance - Facility Management Services (“FMS”):

The selected bidder shall provide Operations and Maintenance (O&M) services for all components installed / deployed as part of ITMS Application including upgradation, customization, Testing and Implementation of required changes in the R- ITMS.

- Maintenance and support service shall start for a period two year from the date of Commissioning.
- Deployment of resources as mentioned in the “Manpower Requirement” for the entire O&M phase of the project decided by DoIT&C/RISL.
- Addition of new services/schemes under change request.
- Fixation of bugs and upgrade the application performance.
- Enhancements, development of new modules, up-gradation(design & content, layout, colour schema, input forms, etc.)&third-party Application integrations, etc. in the software during O&M period in timely manner as desired by RISL.
- MIS Reports and analytical dashboards as per the requirement of the stakeholders.
- Provisioning and incorporating in application any new live API procured by state government.
- Maintaining version control and archives of source code, web site content and database.
- Performance Monitoring & Enhancement: The selected bidder shall carry out the performance testing activity (load/ stress/ volume testing) as per the requirements to ensure that the application meets the required speed, scalability and stability requirements under the expected workloads and provide its recommendations. The selected bidder, based on the recommendations of RISL, shall incorporate changes in the software solution at NO extra cost, to ensure smooth functioning of the application under varying load requirements & ensure proper management of:
 - Concurrent users
 - CPU utilization
 - Memory utilization
 - Network utilization
- Based on the findings of audits through a third party agency, the selected bidder will have to bring in the necessary changes in the application to ensure the compliance in timely manner. These changes would have to be conducted by the selected bidder at no extra cost to RISL.

4.2.4. Operations & Maintenance Reports:

The Selected Bidder shall have to submit key deliverables during Operations and Maintenance Period which are mentioned hereunder. However, in addition to the reports/ deliverables as indicated below, the selected bidder shall prepare and submit

all other required information in the desirable format as notified by the purchaser related to project.

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

Operation and Maintenance Report				
S. No.	Activity	Deliverable	Frequency	Time Frame
1	Deployment of Manpower	Attendance Report of team deployed duly approved by Officer-in-Charge.	Quarterly	Within 1 week of end of each quarter
2	TDS Compliances of DDO's	System generated Consolidated Compliance Report for each DDO Activities in TDS (IT): • Monthly Remittance of TDS amount- TDS Challan Details containing Challan Number and Date and Last date of payment. • Quarterly filing of TDS Returns 26Q (Non-Salary), 24Q (Salary)- NSDL or Income tax TDS Return Filing Receipt Number & Date and Last date of filing of return. • Quarterly Generation of Form 16A (Non-Salary) from TRACES Income Tax Portal • Yearly Generation of Form 16 (Salary) from TRACES Income Tax Portal • TRACES Default Statistics Report Activities in TDS (GST): • Monthly Remittance of GST TDS amount- GST TDS Challan Details containing Challan Number and Date and Last date of payment. • Monthly filing of GST TDS Returns GST-7- GST TDS Return Filing Receipt Number & Date and Last date of filing of return. • Monthly Generation of GST TDS Certificate from GST Portal	Quarterly	Within 1 week of end of each quarter

		• GST TDS Default Statistics Report		
3	Managed Services during Operations and Maintenance Period	Consolidated Report on Calls Logged, Resolved.	Quarterly	Within 1 week of end of each quarter
4	Man power replaced in the project	Report on the man power replaced in the project stating the reason of replacement		Within 1 week of manpower replacement

4.2.5. Training, Handholding and Implementation Support:

- The successful bidder shall provide training to respective stakeholders on the upgraded ITMS and shall provide the user manual.
- Training infrastructure shall be provided by RISL/ User department.
- Selected Bidder, shall primarily conduct the training sessions. Training requirements & details of attendees shall be specified by RISL/Concerned Department(s).
- There shall be informal sessions/ telephonic calls/ Video conferencing etc. with client departments to make them understand about various new features etc.

4.2.6. Backup of Data:

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

4.2.7. Miscellaneous Works:

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

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

4.3. Manpower Requirement:

- Selected Bidder shall deploy following resources during “Design and Development phase” as per the minimum qualification defined in Annexure 12:

Sr. No	Type of Manpower	Minimum Nos.	Deployment Location
1	Project Head <i>Senior Chartered accountant with experience to handle projects of ITMS level with Knowledge of Information technology and TDS</i>	02	Onsite/ offsite (Min. 1 Onsite)
2	Project Co-Ordinator/ Leader <i>Experienced person to Lead/Co-ordinate and handle projects of ITMS Level, Chartered</i>	03	Onsite/ offsite (Min. 2 Onsite)

	<i>accountant with Technology knowledge</i>		
3	Senior Database Developer	03	Onsite/ Offsite (Min. 2 Onsite)
4	Database Developer	03	Onsite/ Offsite (Min. 2 Onsite)
5	Sr. Software Developer	05	Onsite/ Offsite (Min. 3 Onsite)
6	Software Developer	06	Onsite/ Offsite (Min. 4 Onsite)
7	ETL/ Analytics Expert	02	Onsite/ Offsite (Min. 1 Onsite)
8	Content Management/ Document Writer	01	Onsite/ Offsite
9	UI/UX Designer	03	Onsite/ Offsite (Min. 2 Onsite)
10	QA/Tester	03	Onsite/ Offsite (Min. 2 Onsite)
11	ESB Developer	02	Onsite/ Offsite (Min. 1 Onsite)
12	Identity and Access Management Architect / Consultant	02	Onsite/ Offsite (Min. 1 Onsite)
13	Chartered Accountant <i>TDS Functional Experts having knowledge of Income tax and GST TDS laws & Information Technology</i>	5	Onsite/ Offsite (Min. 2 Onsite)
14	CA-Semi Qualified (pursuing CA Final) <i>TDS Functional Experts having knowledge of Income tax and GST TDS laws & Information Technology</i>	10	Onsite/ Offsite (Min. 4 Onsite)
15	Post Graduates (Commerce) <i>TDS Functional Experts having knowledge of Income tax and GST TDS laws & Information Technology</i>	5	Onsite/ Offsite (Min. 2 Onsite)
	Total	55	
Note: The resources may be allowed to on-site/ off site model, with prior permission.			

- b. Selected Bidder shall deploy following resources during “Operation and Maintenance (FMS)” phase as per the minimum qualification defined in Annexure 12:

Sr. No.	Type of Manpower	Minimum Nos.	Deployment Location
1	Project Head <i>Senior Chartered accountant with experience to handle projects of ITMS level with Knowledge of Information technology and TDS</i>	02	Onsite/ offsite (Min. 1 Onsite)
2	Project Co-Ordinator/ Leader <i>Experienced person to Lead/Co-ordinate and handle projects of ITMS Level, Chartered accountant with Technology knowledge</i>	03	Onsite/ offsite (Min. 2 Onsite)
3	Senior Database Developer	03	Onsite/ Offsite (Min. 2 Onsite)

4	Database Developer	03	Onsite/ Offsite (Min. 2 Onsite)
5	Sr. Software Developer	05	Onsite/ Offsite (Min. 3 Onsite)
6	Software Developer	06	Onsite/ Offsite (Min. 4 Onsite)
7	ETL/ Analytics Expert	02	Onsite/ Offsite (Min. 1 Onsite)
8	Content Management/ Document Writer	01	Onsite/ Offsite
9	UI/UX Designer	03	Onsite/ Offsite (Min. 2 Onsite)
10	QA/Tester	03	Onsite/ Offsite (Min. 2 Onsite)
11	ESB Developer	02	Onsite/ Offsite (Min. 1 Onsite)
12	Identity and Access Management Architect / Consultant	02	Onsite/ Offsite (Min. 1 Onsite)
13	Chartered Accountant <i>TDS Functional Experts having knowledge of Income tax and GST TDS laws & Information Technology</i>	10	Onsite/ Offsite (Min. 5 Onsite)
14	CA-Semi Qualified (pursuing CA Final) <i>TDS Functional Experts having knowledge of Income tax and GST TDS laws & Information Technology</i>	20	Onsite/ Offsite (Min. 10 Onsite)
15	Post Graduates (Commerce) <i>TDS Functional Experts having knowledge of Income tax and GST TDS laws & Information Technology</i>	10	Onsite/ Offsite (Min. 5 Onsite)
	Total	75	
Note: The resources may be allowed to on-site/ off site model, with prior permission.			

- c. The team shall perform the tasks as mentioned in the scope of work of this RFP. Detailed Qualification and Experience for above mentioned profiles are given in “Annexure 12”
- d. The resource(s) (as per Annexure: 12 – Minimum Qualification of Resources) at RISL/ concerned department, Jaipur shall be deployed by Selected Bidder within 15 days from the issuance of the Work order till the end of the contract.
- e. The selected bidder shall submit the curriculum vitae (CV) of each resource in the prescribed format mentioned at Annexure 13.
- f. The Selected Bidder shall deploy manpower on onsite/ offsite model as required by RISL/ DOIT&C as mentioned in 4.3.a and 4.3.b.
- g. RISL/Concerned Department shall provide adequate seating space along with necessary furniture to all the resource (Onsite) deployed by the Selected Bidder(s)(At Jaipur location).

- h. Selected Bidder shall provide adequate capacity for Computing devices, Desktop/ Laptop(s), and necessary peripherals to the deployed resources.
- i. The Selected Bidder shall maintain an attendance register for the resource(s) deployed. For the offsite resources attendance must be verified by HR.
- j. The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of RISL/ Concerned department from time to time. Finance department (PMU – Comprising of DTA and DoIT&C officials) will take interview of the key personnel/all before they are put on the designated positions. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project. It is advised to the bidders to provide three times resource profile to avoid delay of the resources deployment in the project.
- k. Selected Bidder may appoint as many team members, as deemed fit by them, subject to the minimum manpower to meet the requirements. The tendering authority would not be liable to pay any additional cost for the additional manpower deployed. The bidder shall provide detailed CV of each of the resource being provided to tendering authority before deployment of the resource at RISL.

A. General clauses for manpower deployed

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

4.4. Roles and Responsibilities

4.4.1. Monitoring of Contract:

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

4.4.2. Responsibilities of RISL

- a. The role of RISL in the successful implementation of the solution includes discharging the following responsibilities:
 - i. Coordinate with concerned department(s)
 - ii. Conduct review meetings at regular intervals to monitor the progress of the project.
 - iii. Facilitate concerned departments in providing functional requirement.
 - iv. Review, provide feedback and approve the solution design, software design, implementation approach, and other technical documents submitted by the selected bidder.
 - v. Co-ordinate with the RSDC Operator and other stakeholders of the project.
 - vi. To oversee the proposed training plan.
 - vii. Recommendation of change requests/additional requirement with the finalization of efforts estimation, cost estimation, milestones and payment.
 - viii. Review and approve the payments to the Selected Bidder as per SLA.
 - ix. Any other help/ assistance/ co-ordination required for the successful implementation and operations of the work/ project.
 - x. Server and software required for the proposed ITMS solution
 - xi. Wherever required co-ordinate with the selected bidder and other stakeholders of the project and make systems for smooth supply of data input required for ITMS and make sure those are delivered on finalized deadlines
 - xii. Recommendation of change requests/additional requirement with the finalization of cost estimation based on units(DDO/Branches),milestones and payment
 - xiii. Provide the toll free number for the helpdesk team.

4.4.3. Responsibilities of Selected Bidder

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

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

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

2) Pre-bid Meeting/ Clarifications-

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3) Changes in the Bidding Document

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

4) Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.
- 5) Format and Signing of Bids
- a) Bidders must submit their bids online at eProcurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single stage Two part/ cover system shall be followed for the Bid: -
- Technical Bid, including fee details, eligibility & technical documents
 - Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Mandatory Fee Details		
1.	Bidding Document Fee, Bid Security Deposit, RISL Processing Fee The responding firm / agency a) Should have made a payment of Rs. 5000/- (Rupees One Thousand only) for the Bidding Document Fee b) Should have submitted a Bid Security as mentioned in the NIB. c) Should have submitted RISL Processing Fees of Rs. 1,000	a) Fee Receipt/ DD/ Banker's Cheque for Document Fee b) DD/ Banker's Cheque for the Bid Security c) DD/ Banker's Cheque for Processing Fees
Eligibility Documents		
2.	Bidder's Authorisation Certificate along with Power of Attorney/ Board Resolution authorizing the person to sign the documents/ bids on behalf of the firm	As per Annexure-3(PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
4.	Declaration by Bidders	As per Annexure-4 (PDF)
Technical Documents		
5.	Certificate of Conformity/ No Deviation	As per Annexure-5 (PDF)
6.	Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-6 (PDF)

- e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Financial Bid	On bidder's letter head duly signed by authorized signatory as per Annexure-7 (PDF)

S. No.	Documents Type	Document Format
2.	Financial Bid	As per BoQ (.XLS) format available on e-Proc portal

- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.
- 6) Cost & Language of Bidding
- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 7) Alternative/ Multiple Bids
- a) Alternative/ Multiple Bids shall not be considered at all.
- 8) Bid Security:
- Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.
- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft, of a scheduled bank. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -

- a. when the bidder withdraws or modifies its bid after opening of bids;
 - b. when the bidder does not execute the agreement, if any, after placement of letter of contract.
 - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified.
 - d. when the bidder does not deposit the performance security within specified period after the Lol is placed; and
 - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - f. If the bidder fails to submit requisite Security Deposit (SD) or sign the “Agreement for contract” within the time period as specified in the “Letter of Intent”
 - j) Notice will be given to the bidder with reasonable time before bid security (EMD) deposited is forfeited.
 - k) No interest shall be payable on the bid security (EMD).
 - l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security or refunded if the successful bidder furnishes the full amount of performance security.
 - m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely: -
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for contract and security deposit is furnished by the selected bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids unless the bidding documents stipulate that no such withdrawal is permitted.
- 9) Deadline for the submission of Bids
- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.
 - b) Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB and shall also be placed on the State Public Procurement Portal, if applicable. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.
- 10) Withdrawal, Substitution, and Modification of Bids
- a) If permitted on e-Proc portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProc website under the section “Bidder’s Manual Kit”.
 - b) Bids withdrawn shall not be opened and processes further.
- 11) Opening of Bids
- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.

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

12) Selection Method:

The selection method is Least Cost Based Selection (LCBS or L1). The L1 bidder shall be evaluated on the base of the Composite rate of all the items in BoQ.

13) Clarification of Bids:

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

14) Evaluation & Tabulation of Technical Bids

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

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
 - b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. “deviation” is a departure from the requirements specified in the bidding document;
 - ii. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
 - c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
 - d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
 - e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- d) **Non-material Non-conformities in Bids**
- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- e) **Technical Evaluation Criteria:** Bids shall be evaluated based on the documents submitted as a part of technical bid. Bidders who qualify the technical evaluation shall be eligible for commercial bid opening. In case the proposal of a bidder is non-responsive, the bidder shall be technically disqualified.

f) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- c. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- d. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

15) Evaluation & Tabulation of Financial Bids:

- a. The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b. the process of opening of the financial Bids shall be similar to that of technical Bids.
- c. the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d. conditional Bids are liable to be rejected;
- e. the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f. the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer.
- g. The L1 bidder shall be evaluated on the base of the Composite rate of all the items (Sl. No. 1,2 3,4,5 and 6) of BOQ i.e. total of column H.
- h. 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;
- 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.

16) Correction of Arithmetic Errors in Financial Bids:

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

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

17) Price/ purchase preference in evaluation

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

18) Negotiations

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

19) Exclusion of Bids/ Disqualification

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

- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

20) Lack of competition

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

21) Acceptance of the successful Bid and award of rate 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 rate contract to the bidder(s) 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 rate contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an "Agreement for rate contract" within fifteen days from the date on which the letter for intent is dispatched to the bidder, in the format provided by RISL to the successful bidder on a

non-judicial stamp of requisite value with an intimation to convert the “Bid Security” (EMD), submitted to RISL, into “Security Deposit” (SD). In case “Bid Security” (EMD) has not been obtained (due to pandemic or any other reason) then each of the successful bidder(s) will have to deposit 2% of the rate contract value with taxes as per the portion or ratio allotted.

- h) If the issuance of formal “Work Order” is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of rate contract is complete as soon as the formal “Agreement for rate contract” is executed, the “letter of intent” or LOI shall constitute a binding rate contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the “Agreement for Rate Contract” with the selected bidder is signed and its “Security Deposit” (SD) is obtained.

22) Information and publication of award:

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

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

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 rate contract, without thereby incurring any liability to the bidders.

24) Security Deposit (SD)

- a) Refund of SD: The SD shall be refunded after three (03) months of the expiry of the rate contract period.
- b) Forfeiture of SD: The SD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. When any terms and condition of the rate contract is breached or cancelled
 - b. when the bidder does not accept any work order(s) issued anytime during the period of rate contract
 - c. when the bidder fails to commence the supply of the goods or service or execute work issued under this rate contract
 - d. when the bidder does not deposit the requisite performance security within the period specified in the individual work order(s), issued under this rate contract
- c) Notice will be given to the bidder with reasonable time before Security Deposit (SD) deposited with RISL is forfeited.
- d) No interest shall be payable on the deposited SD.

25) 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 rate contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - i. 50% of the quantity of the individual items and 50% of the value of original rate contract in case of works; and
 - ii. 50% of the value of goods or services of the original rate contract.

26) Performance Security Deposit (PSD)

- 1. Performance security deposit (PSD) shall be solicited from all selected bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government.

However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement. If more than 30,000 DDOs/ Units gets on-board than separate PSD for the increased amount shall be solicited.

2. The amount of performance security shall be 2.5% of the amount of LOI/ supply order including GST in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 0.50% of the amount of quantity ordered for supply including GST and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.
3. Additional Performance Security of 2.5% of the amount of supply order including GST shall be taken from the selected partner as & when the no. of DDOs/ Units exceeds 30,000.
4. Additional Performance Security-
 1. In addition to Performance Security as specified above, an Additional Performance Security shall also be taken from the successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.
Explanation: For the purpose of this rule, -
 - (i) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
 - (ii) Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
 - (iii) Unbalanced Bid Amount means positive difference of eighty-five percent of Estimated Bid Value Minus Bid Amount Quoted by the bidder.
 2. The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.
5. Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. Bank guarantee/s of a scheduled bank, in case the amount of PSD is more than 10 lakhs. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
6. Performance security furnished in the form specified in sub clause [d.] of I above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and defect liability period
7. **Forfeiture of Performance Security Deposit (PSD):** PSD amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the rate contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily
 - c. If the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
8. Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
9. No interest shall be payable on the PSD.

27) Execution of Agreement for Rate Contract

- a) A procurement rate contract shall come into force from the date on which the letter of rate contract is despatched to the bidder.
- b) The selected bidder shall sign the Agreement within 15 days from the date on which the letter of intent is despatched to the selected bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required security deposit within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the procurement process or if it deems fit, offer for acceptance the rates of lowest or most advantageous bidder to the next lowest or most advantageous bidder, in accordance with the criteria and procedures set out in the bidding document.
- d) The bidder will be required to execute the agreement for contract on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

28) 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.

29) Cancellation of procurement process

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

- a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
- b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

30) 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 rate 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.

31) Interference with Procurement Process:

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the selected bidder;
- c) fails to enter into procurement contract after being declared the selected bidder;

- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the selected bidder, without valid grounds,

shall, in addition to the recourse available in the bidding document or the contract, be punished with fine which may extend to fifty lakh rupees or ten per cent of the assessed value of procurement, whichever is less.

32) Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued 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:
- 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:
 - Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed II(c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
 First Appellate Authority: Commissioner, DoIT&C, GoR
 Second Appellate Authority: Principal Secretary, DoIT&C, GoR
 Form of Appeal:
- Every appeal under (a) and (c) above shall be as per Annexure-11 along with as many copies as there are respondents in the appeal.
 - 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.
 - Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- f) Fee for Appeal: Fee for filing appeal:
- 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.
 - The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- g) Procedure for disposal of appeal:

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
 - h) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.
- 33) Stay of procurement proceedings:
- a) While hearing of an appeal, the officer or authority hearing the appeal may, on an application made in this behalf and after affording a reasonable opportunity of hearing to the parties concerned, stay the procurement proceedings pending disposal of the appeal, if he, or it, is satisfied that failure to do so is likely to lead to miscarriage of justice.
- 34) Vexatious Appeals & Complaints:
- a) Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under "The Rajasthan Transparency Public Procurement Act 2012", with the intention of delaying or defeating any procurement or causing loss to any procuring entity or any other bidder, shall be punished with fine which may extend to twenty lakh rupees or five per cent of the value of procurement, whichever is less.
- 35) Offences by Firms/ Companies
- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:

Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
 - b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
 - c) For the purpose of this section-
 - a. For the purpose of this clause-"company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals;
 - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.

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

36) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
- a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of 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.

37) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its 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. TERMS AND CONDITIONS OF TENDER & CONTRACT-

Definitions-

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

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

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

A. General Conditions of the Bid-**1. Contract Documents:**

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

2. Interpretation-

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

3. Language-

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

4. Consortium: Consortium in any form is not allowed.**5. Eligible Services**

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

6. Notices-

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

7. Governing Law

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

8. Scope of Supply-

- a) Subject to the provisions in the bidding document and contract, the Services to be supplied shall be as specified in Scope of Work/ Schedule of Supply section of the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of goods and services as if such items were expressly mentioned in the Contract.

9. Supplier's/ Selected Bidder's Responsibilities

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

10. Purchaser's Responsibilities-

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

11. Contract Price-

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

12. Recoveries from Supplier/ Selected Bidders-

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

13. Taxes & Duties-

- a) The TDS, GST, etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) For services supplied from outside India, the successful/ selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For services supplied from within India, the successful/ selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted services to the Purchaser.

- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

14. Copyright/ Intellectual Property Rights (IPR):

The copyright/ IPR in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser that has been developed/customized by the Selected Bidder for the project herein shall remain vested in the Purchaser, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party."

15. Confidential Information-

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder
- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
 - i. the Purchaser or Supplier / Selected Bidder need to share with RISL or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
- e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

16. Sub-contracting

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

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

- a) Except as provided under clause "Force Majeure", if the Supplier/ Selected Bidder fails to deliver any or all of the Services or Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ Selected Bidder shall arrange services, goods supply and related services within the specified period.
- c) Delivery and installation / completion period may be extended with or without liquidated damages if the delay in the supply of goods or services is on account of hindrances beyond the control of the supplier/ Selected Bidder.
- d) The supplier/ Selected Bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service if he finds himself unable to complete the supply of goods or services within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and services after which such request shall not be entertained.
- e) The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and services and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
- f) Normally, extension in delivery period of goods and services in following circumstances may be considered without liquidated damages:
 - i. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
 - ii. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
- g) If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- h) It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- i) If RISL are in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- j) In case of extension in the delivery of services and/ or installation/ completion period is granted with full liquidated damages, the recovery shall be made on the basis of

following percentages of value of goods and/ or service which the supplier/ selected has failed to supply or complete: -

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

- Fraction of a day in reckoning period of delay in supplies, successful installation and completion of work shall be eliminated if it is less than half a day.
- The maximum amount of liquidated damages shall be 10% of contract value

18. Limitation of Liability-

Except in cases of gross negligence or wilful misconduct: -

- 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
- 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-

- The Supplier/ Selected Bidder shall not be liable for forfeiture of its Performance Security deposit, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 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.
- If a Force Majeure situation arises, the supplier/ Selected Bidder shall promptly notify RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ Selected Bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- 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.
- In case a Force Majeure situation occurs with the RISL, RISL may take the case with the contractor on similar lines.

20. Change Orders and Contract Amendments-

- The Purchaser may at any time order the Supplier/ Selected Bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope

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

21. Termination-

a) Termination for Default-

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

c) Termination for Convenience/ Foreclosure-

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

22. Settlement of Disputes-

- a) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court.
- b) The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactment's thereof, shall also apply to the arbitration proceedings.

23. Verification of Eligibility Documents by RISL –

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

24. Exit Management

- a) Preamble
 - i. The word 'parties' include the procuring entity and the selected bidder.
 - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
 - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
 - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
 - i. The selected bidder may continue work on the assets for the duration of the exit management period which may be as decided by purchaser period from the date of expiry or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security

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

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

- i. Documentation relating to Intellectual Property Rights;
 - ii. Project related data and confidential information;
 - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
 - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
 - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) Transfer of certain agreements
 - i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
 - ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) General Obligations of the selected bidder
 - i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
 - ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
 - i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and

- iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the selected bidder to support new operator during the transition period.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT**1) Bidders to Bid for all Items:**

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

2) Project Duration and Time Schedule:

The entire process is divided into two stages. Phase 1 would involve implementation of ITMS Application as per scope of work mentioned in this RFP for a period of six (6) months & its FMS for a period of two (2) years from the date of Go-Live. Phase 2 onwards successful bidder would be required to perform TDS Compliances of DDO's/Unit as per scope of work mentioned in this RFP for which separate work order will be raised department wise.

Phase 1

SNo.	Activity	Time Schedule
a)	Understanding of the User Requirement	Within 10 days from the date of Lol.
b)	Submission of System Requirement Specification Report	Within 15 days from the date of Lol.
d)	Design, Develop & Testing of R-ITMS along with all application software and safe to host certification	Within 150 days from the date of approval of the System Requirement Specification report.
e)	User Acceptance Testing and Go-Live <i>* Note:- Go-Live will be considered after successful implementation of the Solution in at least one Government department/ RISL (as per requirement of department)</i>	Within 155 days from the date of approval of the System Requirement Specification report.

Operation and Maintenance – Facility Management Services (FMS)

SNo	Activity	Time Schedule
a)	Day to day operations and management of application software	For the entire FMS period of two years from go-live of Phase-1.
b)	Upgradation / enhancement/development of new modules/ maintenance of application software as per requirement of RISL/user department/ organization	As and when required.
c)	Submission of monthly/quarterly reports as per scope	Monitoring dashboard and MIS reports on ITMS Application is to be provided.
d)	Troubleshooting/Bugs removal	Bugs in the application software to be resolved.
e)	Training	Officials of the DoIT&C/ RISL/DTA and other Departments

Phase 2: - TDS Compliances of DDO's/Unit

SNo.	Activity	Time Schedule
a)	Understanding of the DDO(s)/Unit(s) Requirement and On-boarding	Within 20 days from the date of work order placed for DDO(s)/unit(s) .
c)	Submission of monthly/quarterly reports as per scope	As per Statutory deadlines of Income Tax & GST Law, after onboarding of the DDO(s)/Unit(s)

d)	Troubleshooting/Bugs removal	Grievances resolution within 48 hours of intimation.
e)	Training	Officials of the Departments as per Amendment in law.

3) Project Deliverables:

- The selected bidder is expected to carry out all work as specified.
- All deliverables need to be approved by RISL.
- Reports or deliverables are to be submitted timely by the supplier to the purchaser to ensure timely and smooth execution of project.
- Certain key deliverables are identified for each of the parts/ stages, which are mentioned below. The selected bidder, shall submit below mentioned deliverables timely to the user department to ensure the timely and smooth execution of project

ITMS Implementation:	
SNo.	Particulars
1.	Detailed Project Plan
2.	SRS, User Manual, Technical design document and training material on the application software
3.	User Acceptance Test Reports
4.	Safe to Host Certificate for the application software's from empanelled agency GOR / GOI
5.	SSL certificates required for Web cum Application Servers for the entire contract period
6.	Training to users as per directions of RISL along with training material
7.	Any other third party software used by the firm in the application software
8.	Complete Source Code of Application Software's(including DB objects) except the core solution
Operation and Maintenance (FMS):	
1.	Support Manpower at RISL
2.	Generation of MIS reports
3.	Troubleshooting of bugs in the application software & performance tuning of software's
4.	Help-desk facility for the end users of departments
5.	Maintenance/ Up gradation/ Enhancements/ development of new modules of the software as per requirement and submission of updated SRS of the software
TDS Compliances of DDO's/Unit as per scope of work :	
1.	System generated Consolidated Compliance Report of DDO's – Activities in TDS (IT): - Monthly Remittance of TDS amount- TDS Challan Details containing Challan Number and Date and Last date of payment. - Quarterly filing of TDS Returns 26Q (Non-Salary), 24Q (Salary)- NSDL or Income tax TDS Return Filing Receipt Number & Date and Last date of filing of return. - Quarterly Generation of Form 16A (Non-Salary) from TRACES Income Tax Portal - Yearly Generation of Form 16 (Salary) from TRACES Income Tax Portal - TRACES Default Statistics Report Activities in TDS (GST): - Monthly Remittance of GST TDS amount- GST TDS Challan Details containing Challan Number and Date and Last date of payment. - Monthly filing of GST TDS Returns GST-7- GST TDS Return Filing Receipt Number & Date and Last date of filing of return. - Monthly Generation of GST TDS Certificate from GST Portal

- GST TDS Default Statistics Report

4) Payment Terms and Schedule

- a) **Payment Schedule** - Payments to the selected bidder, after successful completion of the activities (including specified project deliverables, if any), would be made as under:-

SNo.	Cost Head	Activity / Milestone	Deliverables/ Deliverable (Reports/Documents)	Payment terms in %
1.	ITMS Application	Acceptance of System Requirement Specification and Functional Requirement Specifications for Application software's	Approved SRS & FRS document by project steering committee.	10% payment of Total cost of ITMS Application Development (Item no 1 of BoQ)
		UAT and Go-Live of complete ITMS Application	• User manual, Technical and database design document, source code in hard disk • UAT Test cases and Test Results etc. • UAT and Go-Live declared by project steering committee.	70 % payment of Total cost ITMS Application Item no 1 of BoQ)
2.	Operation & Maintenance	Facility Management Services	• Attendance and Work verification/ satisfactory Report by the concerned officer in-charge.	Remaining 20% payment of item no 1 of BoQ equated in 8 instalments on quarterly basis + Quarterly payment (Item 2 of BoQ) equated in 8 instalments
3.	TDS Compliances of DDO's		System generated Consolidated Compliance Report of DDO verified by the concerned officer in-charge.	Quarterly payment (Item 3 of BoQ) equated in 4 instalments <i>Note:-In case of on boarding of DDO in amid of the quarter, payment for that DDO will be calculated from start of new upcoming quarter.</i>

- b) All payments would be made on actual basis.
- c) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- d) Due payments shall be made promptly by the purchaser.
- e) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- f) All remittance charges will be borne by the supplier/ selected bidder.
- g) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- h) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- i) Any penalties and/or liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective deliverables.
- j) If any delay which is not on the part of selected bidder the relaxation/waiver would be granted to selected bidder after the approval from Competent Authority/ Purchaser.
- k) Taxes, as applicable, will be deducted/paid as per the prevalent rules and regulations.

5) Service Level Standards/ Requirements/ Agreement

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

b. Penalty for Non-Availability of deployed Resources during Operation and Maintenance (FMS):

A Maximum of 15 leaves per year (on pro rata basis) shall be allowed for resource deployed. Leaves can not be accumulated by the resources during the deployed period of project. In case resource needs to take off/leave from the duty, he has to take due approval from department authorities. Leaves shall not be carry forwarded to next year. In case total number of leaves exceed the maximum available leaves in his/her account, payment shall not be made for the period of unavailability and additional penalty shall be levied as per following:

Table 1

S.No.	Particulars	Details	Penalty
1.	Application software bug fixing, patch management etc. (after Go-live of application software)	Within 48 hours	No Penalty
		More than 48 hours	Rs. 2000/- per day per bug
2.		Within defined time limit	No penalty

	TDS Compliances of DDO's/Unit as per scope of work.	Delay/non-compliance beyond defined time limit Note :- If any delay which is not on the part of selected bidder the relaxation/waiver would be decided after the approval from competent authority/ Purchaser.	Interest/penalty cost on account of delay/non-compliance to be borne by selected bidder.
3.	Manpower Absence during Operation and maintenance (FMS)	No absence	No penalty
		Absence of manpower without substitute	As per Table2 per day per manpower
4.	Replacement of Manpower during Operation and maintenance (FMS) other than manpower leaving the company	Within one year	INR 40,000/- per manpower replaced
		After one year till remaining period of FMS	INR 20,000/- per manpower replaced

Table 2: Penalty on non-availability of resource per manpower per day

S. No.	Role	Penalty on non-availability of per resource per day
1	Project Head	15000/-
2	Project Co-Ordinator	10000/-
3	Senior Database Developer (PL/SQL)	10000/-
4	Database Developer (Oracle)	5000/-
5	Sr. Software Developer	10000/-
6	Software Developer	5000/-
7	ETL/Analytics Expert	3000/-
8	Content Management/Document Writer	3000/-
9	UI/UX Designer	3000/-
10	QA/Tester	3000/-
11	ESB Developer	3000/-
12	Identity and Access Management Architect/Consultant	3000/-
13	Chartered Accountant	15000/-
14	CA-Semi Qualified perusing CA Final	3000/-
15	Post-Graduate (Commerce)	3000/-

Note:

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

c. Penalty Clause: The following Penalty conditions shall be incorporated in the SLA :

1. The Penalty shall be calculated on a quarterly basis.
2. All the penalties are independent and shall be applicable simultaneously in addition to LD charges.

3. The total deduction on account of penalties shall not exceed 20% of the total quarterly payment to be made to Selected bidder.
4. Two consecutive quarterly deductions of penalty more than 20% on account of any reasons will be deemed to be an event of default and RISL shall have the rights to terminate the contract and forfeit the remaining payable amount along with the Performance security deposit.
5. The penalties shall not be charged on Selected bidder where the default is not attributable to him.

ANNEXURE-1: BILL OF MATERIAL (BoM)

S. No.	Description
1.	Rajasthan Integrated Tax Management System (R-ITMS) – Software Application design, development, customization, deployment & Go-live as per scope of work mentioned in this RFP
2.	FMS- Upgradation, Customization, testing, implementation and Maintenance including O&M of ITMS Application as per scope of work mentioned in this RFP
3.	TDS Compliances of DDO's/Unit as per scope of work mentioned in this RFP
4.	Change Request

ANNEXURE-2: PRE-BID QUERIES FORMAT {to be filled by the bidder}**Name of the Company/Firm:**

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

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-3: 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-4: SELF-DECLARATION {to be filled by the bidder}

To,

{Procuring entity},

_____ ,

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-5: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be filled by the bidder}

To, {Procuring Entity}, _____,

CERTIFICATE

This is to certify that, our Technical bid is in conformity to the entire scope of work/ services and Terms & Conditions mentioned in RFP, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the scope of work of the bidding document and that there are no deviations of any kind from the scope of work/services.

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

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the execution of the scope of services as mentioned in RFP, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:

ANNEXURE-6- COVERING LETTER OF THE BID

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

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

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

Dear Sir,

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

1. I/We, the undersigned bidder, Having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ we hereby submit our token of acceptance to all the tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.
4. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award/ Work order shall constitute a binding Contract between us.
5. I/We agree to abide by this RFP for a period of days as specified in the NIT from the closing date fixed for submission of bid as stipulated in the RFP document.
6. I/ We undertake, for timely establishment of a local office in Jaipur (if the award is made to us) and within 90 days from the date of issue of Work Order.

Or

(strike out whichever is not applicable)

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

.....

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

Signature.....

In the capacity of.....

Duly authorised to sign Proposal for And on behalf of.....

Seal of the Organization: -

Date.....

Place.....

ANNEXURE-7: FINANCIAL BID COVER LETTER & FORMAT

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

To,

{Procuring Entity},

_____ ,

Reference: NIB No. : _____ Dated: _____

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format:

Note: This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.

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

(This BOQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.

Bidders are allowed to enter the Bidder Name and Values only)

Name of Work: Selection of Technology partner for Rajasthan Integrated Tax Management System (R-ITMS)

Bidder Name:

Sr. No.	Item Description	Total Est. Qty.	Unit	Unit Rate including all taxes levies and duties but excluding GST(in INR)	GST for unit rate (@18%)	Unit Amount including all taxes	Total Amount including all taxes
					In INR		
A	B	C	D	E	F=E*18%	G= (E+F)	H=C*G
1.	Rajasthan Integrated Tax Management System (R-ITMS) – Software Application design, development, customization, deployment & Go-live as per scope of work mentioned in this RFP	1	Lumpsum				
2.	1 st Year FMS-Upgradation, Customization, testing, implementation and Maintenance including O&M of ITMS Application as per scope of work mentioned in this RFP	1	Lumpsum				
3	2 nd Year FMS-Upgradation, Customization, testing, implementation and Maintenance including O&M of ITMS Application as per scope of work mentioned in this RFP	1	Lumpsum				
4.	TDS Compliances of DDO's/Unit as per scope of work mentioned in this RFP for 1 st Year	30000	Per DDO's/ Unit				

5	TDS Compliances of DDO's/Unit as per scope of work mentioned in this RFP for 2 nd Year	30000	Per DDO's/ Unit				
6.	Change Request	100	Per Man month				
Total							

Note: -

- The L1 bidder shall be evaluated on the base of the Composite rate of all the items (Sl. No. 1,2 3,4,5 and 6) of BOQ i.e. total of column H
- For the purpose of L1 calculation, the DDO's/Unit has been assumed as 30,000 for entire 2-year contract period. For this, option would be given to various departments and parastatal for hiring of the services as per AO/ GO.
- As per the project implementation requirements, from time to time, the Purchaser will issue individual work order(s) to the successful bidder regarding on-boarding the DDO's/units of the department(s). This rate contract does not guarantee the bidder to receive any minimum / committed number of work order(s) from the purchaser.
- The prices offered by the bidder for the above-mentioned items should include all incidental charges and will be evaluated on composite basis i.e., price of the above-mentioned items shall be added together to be considered for award of contract.

ANNEXURE-8: BANK GUARANTEE FORMAT

{to be submitted by the bidder's bank}

BANK GUARANTEE FORMAT – BID SECURITY

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

Sir,

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

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

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

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

5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

Place (Printed Name)

(Designation)

(Bank's common seal)

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

(1)

.....

(2)

.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

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

1. In consideration of the RISLRISL (hereinafter called "RISL") having agreed to exempt M/s(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Order No.....dated for the work(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(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 favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL

For and on behalf of the RISL

ANNEXURE-09: DRAFT AGREEMENT

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

This Agreement 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 firm registered under theAct, with its registered office at _____ (herein after referred as the "Successful Bidder/ Supplier") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

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

And whereas

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

And whereas

Purchaser has accepted the bid of Successful Bidder/ Supplier and has placed the Letter of Intent having Reference No. _____ dated _____, on which Successful Bidder/ Supplier has given their acceptance vide their Letter No. _____ dated _____.

And whereas

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

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

1. The NIT Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. This Agreement for Contract shall remain valid for all the work orders to be issued to Successful Bidder/ Supplier _____ during the entire period of this Contract.

3. In consideration of the payment to be made by RISL to Successful Bidder/ Supplier at the rates set forth in the Letter of Contract Reference No. _____ dated _____, will duly supply and install the said articles set forth in all the work orders to be issued during the period of contract thereof and provide comprehensive warranty and support services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by Successful Bidder/ Supplier.
4. The RISL do hereby agree that if Successful Bidder/ Supplier shall duly supply & install the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to Successful Bidder/ Supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
5. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of issue of various work orders to be issued to Successful Bidder/ Supplier and completed by Successful Bidder/ Supplier within the period as specified in the work order to be issued to Successful Bidder/ Supplier during the period of contract.
6. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which M/s _____ has failed to supply or complete the work:-

a) Delay up to one fourth period of the prescribed delivery period, successful installation & completion of work	2.5%
b) Delay exceedinFg one fourth but not exceeding half of the prescribed delivery period, successful installation & completion of work.	5.0%
c) Delay exceeding half but not exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	7.5%
d) Delay exceeding three fourth of the prescribed delivery period, successful installation & completion of work.	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ warranty services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If M/s _____ requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of M/s _____.
7. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
8. "This agreement is being executed on behalf of Directorate of Treasuries and Accounts, to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of Directorate of Treasuries and Accounts along with invoices of supplied items, although payment will be made by RISL on behalf of said department/company."

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
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: RISL
() Designation: Company:	() Designation: RISL

ANNEXURE-10: 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 months of the assignment:
Contact person with address, phone, fax and e-mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
List of Services provided by your firm/company	

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

ANNEXURE-11: 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-12-MINIMUM QUALIFICATIONREQUIRED FOR ONSITE& OFFSITE RESOURCES

Resource Type	Desirable Skill	Over All Experience
Project Head	Chartered accountant with minimum 10+ Years of experience in TDS laws and Automated tax compliance management & Tools.	10+ years
Project Co-Ordinator/ Leader	Chartered accountant with minimum 8+ Years of experience in TDS laws and Automated tax compliance management & Tools.	8+ Years
Senior Database (PL/SQL) Developer (Oracle)	BE/B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 8 Years of experience in Oracle Database development Oracle Certified Database Developer	8+ Years
Database Developer (Oracle)	BE/B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 5 Years of experience in Oracle Database development Oracle Certified Database Developer	5+ Years
Sr.Software Developer (Java)	BE/B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 8 Years of experience in J2EE / Advanced Java / Web Services, RESTful Web services, SpringBoot, Spring Cloud, JBossEAP, SOA,ESB, Weblogic, Helidon, Micro Services MySQL,Oracle	8+ Years
Software Developer (Java)	BE/B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 5 Years of experience in J2EE / Advanced Java / Web Services, RESTful Web services, Spring Boot, Spring Cloud, JBoss EAP, SOA,ESB, Web logic, Helidon, MicroServices MySQL, Oracle	5+ Years
ETL/ Analytics Expert	BE/B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 4 Years of experience in development experience Oracle ETL / Analytics Expert	4+ Years
Content Management/ Document Writer	BE/B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 2 Years of experience in Content management	2+ Years
UI/UX Designer	BE/B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 5+ Years of experience in UI/UX design using HTML 5.0, Java Script, Angular, React	5+ Years
QA/Tester	BE/ B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 3+ Years of experience in software testing	3+ Years
ESB Developer	BE/B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 5+ Years of experience in Advance Java, Enterprise Service Bus, Restful Web Services	5+ Years

Identity and Access Management Architect / Consultant	BE/B.Tech in IT / CS / EC or MCA or M.Sc. in IT / CS with minimum 4 Years of experience in Identity and Access Management(IDAM) developer	4+ Years
Chartered Accountant	Chartered accountant with minimum 5+ Years of experience in TDS laws and Automated tax compliance management & Tools.	5+ Years
CA-Semi Qualified (perusing CA Final)	Person should have cleared both groups of CA Intermediate level, completed 2.5 years of practical training, completed AICITSS training and having experience of minimum 2 + years in TDS laws and Automated tax compliance management & Tools and resource should be minimum Commerce Graduate.	2+ Years
Post-Graduate (Commerce)	Resource having experience of minimum 3 + years in IT(TDS) laws and Automated tax compliance management & Tools and resource should be minimum Post Commerce Graduate.	3+ Years

ANNEXURE-13-CURRICULUM VITAE FOR PROPOSED WORKS

1	Proposed Position and Skill Set	
2	Name of Firm	
3	Name of Staff [Insert full name]	
4	Date of Birth	
5	Education [college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]	
6	Membership of Professional Associations / Societies	
7	Summary of key Training and Certifications	
8	Countries of Work Experience: [List countries where staff has worked i	
9	Total years of experience	
10	Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment as per format provided]	From (Year): _____ To: (Year) _____ Employer: _____ Positions held: _____
11	Highlights of assignments Handled and significant accomplishments	Name of assignment or project Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

ANNEXURE-14: 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

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

AND

M/s. <Firm>, <Address of Firm> (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 enter into rate contract to provide Technical Resources for Design, Development, Implementation & Maintenance of R-ITMS Project at RISL, Yojana Bhawan, Jaipur for a period of Four years (i.e. from _____, 2022 till _____, _____). For the purpose there will be a requirement to exchange certain information related to or hosted in R-ITMS Project which is proprietary and confidential information.
- b. The RISL is willing to disclose such information to firm only on the terms and conditions contained in this Agreement. The firm agrees to hold the Covered Data and Information in strict confidence. Firm 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 context otherwise requires:

1.1 "Confidential Information" shall mean

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

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

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

2.1 Confidential and Proprietary Information disclosed by the RISL and/or other departments/PSU whose data may or may not be hosted in RSDC shall be used by the firm solely for the purpose of fulfilment of the obligation and work assigned to it as per order no. _____ dated _____ 2021 and shall not otherwise

be used for his benefit or otherwise. All information encountered in the performance of duties shall be treated as confidential unless and until advised otherwise by RISL or its representative. Firm 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 firm without the express written permission of the RISL, except for such copies as may be reasonably required for accomplishment of the purpose stated in the tender no. _____ dated _____-2022.
- 2.3 Confidential and Proprietary Information shall be disclosed only to the Director or employees of the firm 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 firm shall be treated as a breach of this Agreement by the firm.
- 2.4 Confidential and Proprietary Information shall not be disclosed by the firm 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 firm; or
 - b. was, at the time of receipt, otherwise known to the firm without restriction as to use or disclosure; or
 - c. becomes known to the firm from a source other than the RISL and/or other departments/PSU without a breach of this Agreement by the firm; or
 - d. is developed independently by the firm without the use of Proprietary Information disclosed to it hereunder; or
 - e. is otherwise required to be disclosed by law.
- 2.6 The provisions of Information Technology Act, 2000 and Rules thereto shall be complied by firm for entire contract period. Furthermore, in case of any inconsistency in any of the provisions of this agreement with the "Information Technology Act, 2000" and Rules thereto, the later shall prevail.
- 2.7 The firm would be responsible for Non-Disclosure agreement to be signed by deployed man power in the project as per the requirement in the R-ITMS project.

3. Business Obligation:

- 3.1 During the complete contract period of the agreement, the firm shall not
 - a. Disclose Confidential Information in any manner or form to any person other than its own employees for the limited purpose stated herein, or
 - b. Use Confidential Information for its own benefit or for the benefit of any person or entity other than the RISL, without the prior written consent of the RISL.
- 3.2 Whereas, the RISL as a matter of policy and with a view to develop and operate & maintain R-ITMS project has given order to the firm (_____dated _____-2022) for Development, Operation & Maintenance (FMS) for R-ITMS project hosted in RSDC, YojanaBhawan, Jaipur for a period of four years as specified in the service level agreement (SLA).
- 3.3 Whereas, the RISL under the circumstances referred, herein before, wants to protect itself from any misuse of the confidential and proprietary information by the third party i.e. person or persons (employees of firm), had entered into an agreement with the firm that the second party shall not divulge such information either during the course of the life of this agreement.
- 3.4 Whereas, the firm 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 firm shall

not only be liable for consequential costs and damages but in addition to that will also be liable for criminal prosecution in accordance with the prevailing laws.

3.5 Whereas, the firm having in his possession or control any secret official code or password or digital data or any sketch, plan, model, article, note, document or information which falls within the purview of confidential or proprietary information, the firm shall not part with any part of such information to anyone under any circumstances, whatsoever, without the prior approval of the RISL and if this is violated, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

3.6 Whereas, the RISL shall have the entire control over the functioning of the firm and the firm shall work according to the instruction of the RISL and in case if this is violated by the firm in any mode or manner, the RISL shall have the legal right to initiate civil and criminal proceeding against it under the provisions of the relevant law.

3.7 Whereas, if the firm permits any person or persons without permission of the RISL to have –

- a. Access or secures access to such computer, computer system or computer network which has the connectivity with the confidential and proprietary information or;
- b. Downloads, copies or extracts any data, computer data base or information from such Database Server, Web Server, Computer System, networking equipment's or Computer Network including information or data held or stored in any removable storage medium which has the connectivity with the confidential and proprietary information or;
- c. Damages any Database Server or causes to damage any Database Server, Web Server, computer system, computer network, data, data base or any other programmes residing in such Server, computer system or computer network;
- d. Denies or causes the denial of access to any authorized person of the RISL to have access to any computer system or computer network by any means;

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

3.8 Firm shall report to RISL any use or disclosure of confidential and/or proprietary Information/data not authorized by this Agreement in writing by RISL. Firm shall make the report to RISL within three (3) business day after firm learns of such use or disclosure. Firm'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 firm has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and
- e. What corrective action firm has taken or shall take to prevent future similar unauthorized use or disclosure.
- f. Firm shall provide such other information, including a written report, as reasonably requested by RISL.

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

4. Dispute Resolution:

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

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

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

ANNEXURE-15: TECHNOLOGY STACK

Application software to be deployed at RSDC shall leverage the following technology stack

1. Application Server: ORACLE WebLogic
2. Database: ORACLE 19C
3. Oracle 19C Forms: Oracle 19C Forms will be required for Bulk Insert of Data from text file to database.