

2026

Raj COMP Info Services Limited (RISL)

Request for Proposal (RFP) for Selection of Technology Partner for Design, Development and Operation & Maintenance (FMS) of Disaster Management Information System-2.0 (DMIS 2.0) for Disaster Management, Relief & Civil Defense Department, GoR



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Request for Proposal (RFP) for Selection of Technology Partner for Design, Development and Operation & Maintenance (FMS) of Disaster Management Information System-2.0 (DMIS 2.0) for Disaster Management, Relief & Civil Defense Department, GoR

Reference No.: F. 4.3(576)/RISL/Tech/2023/ 1947

Dated: 10.07.2026

Mode of Bid Submission	Online through eProcurement/ eTendering system at https://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting	
Last Date & Time of Submission of Bid	
Date & Time of Opening of Technical Bid	

Bidding Document Fee: Rs. 5000/- (Rupees Five Thousand only)

RISL processing Fee : Rs. 2500/- (Rupees Two Thousand Five Hundred only)

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

Raj COMP Info Services Limited (RISL)

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

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

Email: vksharma.doit@rajasthan.gov.in, punit.doit@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GST	Goods and Services Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organization for Standardization
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
MPR	Monthly Performance Report
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
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

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
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.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bidder	Any person/ firm/ agency/ company/contractor/supplier/vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till completion of development and FMS period.
COTS	Commercial Off-The-Shelf Software
Day	A calendar day as per GoR/ Gol.
DeitY, Gol	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.

1.



RFP for Selection of Technology Partner for Design, Development and Operation & Maintenance (FMS) of Disaster Management Information System-2.0 (DMIS 2.0)

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

NIB No. F.4.3 (576)/RISL/TECH/2023/ 1947

Dated: 10.07.2026

Unique Bid No. RIS2627.SL.OB 00041

Name & Address of the Procuring Entity	- Name: Managing Director, RajCOMP Info Services Limited (RISL) - Address: First Floor, C-Block, Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC) and Co-OIC details	POIC Details- - Name: Vinod Kumar Sharma - Designation: System Analyst (Joint Director) - Email: vksharma.doit@rajasthan.gov.in Co-OIC Details- - Name: Punit Kumar Jain - Designation: ACP (Dy. Director) - Email: punit.doit@rajasthan.gov.in - Address: First Floor, C-Block, Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur-302005 (Rajasthan)
Subject Matter of Procurement	Request for Proposal (RFP) for Selection of Technology Partner for Design, Development and Operation & Maintenance (FMS) of Disaster Management Information System-2.0 (DMIS 2.0) for Disaster Management, Relief & Civil Defense Department, GoR
Bid Procedure	Single-stage: Two part (envelop) open competitive e-Bid procedure at https://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Quality cum Cost based Selection (QCBS) 60:40
Websites for downloading Bidding Document, Corrigendum's, Addendums etc.	- Websites: https://sppp.rajasthan.gov.in, https://eproc.rajasthan.gov.in, https://doitc.rajasthan.gov.in, https://risl.rajasthan.gov.in - Bidding document fee: INR 5,000/- (Rupees Five Thousand Only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". - RISL Processing Fee: INR 2,500 /- (Rupees Two Thousand Five Hundred Only) in Cash/ Demand Draft in favor of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	INR 4.25 Crores (Inclusive of all taxes)
Bid Security (EMD) and Mode of Payment	- Amount (INR): 2% of the estimated procurement cost, 0.50% for S.S.I. unit of Rajasthan, 1% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction - Mode of Payment: Banker's Cheque or Demand Draft or Bank Guarantee, in specified format, of a Scheduled Bank in favour of "Managing Director, RISL" payable at "Jaipur"
Period of Sale of Bidding Document (Start/ End Date)	From 10.07.2026 at 06:00 PM to 18.08.2026 at 03:00 PM
Date/ Time/ Place of Pre-bid Meeting	17.07.2026 at 03:00 PM - Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur (Rajasthan) - Pre-bid queries shall reach us latest by 06:00 PM on 17.07.2026 through email

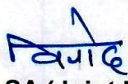
Vinod Kumar Sharma
System Analyst (Joint Director)
DoIT&C, Rajasthan, Jaipur

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RFP for Selection of Technology Partner for Design, Development and Operation & Maintenance (FMS) of Disaster Management Information System-2.0 (DMIS 2.0)

Manner, Start/ End Date for the submission of Bids	- Manner: Online at e-Proc website (https://eproc.rajasthan.gov.in) - Start Date: 28.07.2026 at 03:00 PM - End Date: 18.08.2026 up to 03:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	Up to: 18.08.2026 at 03:00 PM
Date/ Time/ Place of Technical Bid Opening	- Date: 18.08.2026 at 03:30 PM - Place: RISL, Board Room, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline
Note: - Bidder (authorized signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover. *In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank. - To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on https://eproc.rajasthan.gov.in before 30-09-2011 must register again). - RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems. - Bidders are 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 DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot. - Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in - Address: e-Procurement Cell, IT Development and e-Governance Building, Jhalana Doongri, Jaipur - The procuring entity reserves the complete right to cancel the bid process and reject any or all the Bids. - 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. - Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal. The provisions of RTTP 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 RTTP Act 2012 and Rules thereto, the later shall prevail.	


SA (Joint Director)

Vinod Kumar Sharma
System Analyst (Joint Director)
DoIT&C, Rajasthan, Jaipur

2. PROJECT PROFILE & BACKGROUND INFORMATION

1) Project Profile

- a) Government of Rajasthan has been dedicated to implement a transparent and accountable governance and with this intention Rajasthan has become one of the pioneer States in implementing lots of innovative solutions for the benefit of citizens.
- b) The Disaster Management, Relief & Civil Defense Department, Government of Rajasthan provides relief to the beneficiaries in case of disaster.
- c) The proposed integrated IT platform shall serve as an enabler for the stakeholders and the department users to process the disaster related services seamlessly using secured and simplified user interfaces. The platform with integrated mobile app shall serve as a “one-stop-solution” for disaster related services.
- d) DMIS 2.0 shall be used to collect, validate and process the disaster related information and assist the stakeholders to ensure timely Direct Benefit Transfer (DBT) of assistance to the beneficiary’s bank account (as per Jan Aadhaar Data Repository) and generate various summary, detailed and graphical reports would be helpful for better monitoring, management, planning and decision-making.
- e) The department now aims to engage an agency to design, develop, implement and maintain a centralized robust solution on latest technology platform. In this direction, DoIT&C/ RISL proposes to seek application development (09 months) and three (03) years of Operations and Maintenance (FMS) services from the leading service providers, having relevant experience. The tenure may be further extended based on the performance of the firm and mutual consent of RISL and the respective Organization/ Firm.

2) About Raj Comp Info Services Limited (RISL)

Raj COMP Info Services Ltd. (formerly Raj COMP) is a fully owned Government of Rajasthan Company; it is a leading consulting organization in the field of Information Technology. Raj COMP Info Services Ltd. (RISL) operates under the aegis of Government of Rajasthan. RISL is designated State Designated Agency (SDA) for implementation of NeGP Components i.e. State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery Gateway and other State’s Mission Mode Projects (MMPs).

RISL undertakes various projects of the state departments/ agencies all across the year and is a key implementation agency for technology initiatives for the Government of Rajasthan. RISL is also Technology Partner with departments like Agriculture Department, Election Department, State Election Department, JCTSL, and Education Department etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization (users).

3. PRE-QUALIFICATION (PQ) / ELIGIBILITY CRITERIA

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

SNo.	Basic Requirement	Specific Requirements	Documents Required
	Legal Entity	A. The Bidder should be Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder) OR B. The Bidder should be an entity registered in India under the Company Act, 1956/2013; OR C. A firm registered under the Indian partnership Act, 1932 Joint Venture, Consortium of partners or Association is not allowed.	• Copy of valid Registration Certificates • Copy of Certificates of incorporation Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder.
	Financial: Turnover from IT/ITeS	Average Annual Turnover of the bidder from IT/ ITeS projects in application software development and its associated support and maintenance service (FMS) in India during three financial years, i.e. FY: 2022-2023 to 2024-2025 (as per the last published audited balance sheets), should be at least Rs. 20.00 Crores. (Note Turnover of hardware will not be considered for evaluation)	• Audited Balance Sheet / Certificate from Statutory Auditor indicating the average annual turnover as per eligibility criteria, with CA's Registration Number / Seal with UDIN number
	Financial: Net Worth	The net worth of the bidder, as on 31-03-2025 (as per last published audited balance sheets), should be Positive.	CA Certificate with CA's Registration Number, Signature & Seal with UDIN number
	Technical Capability	The bidder should have experience of completed/Ongoing application software development and its associated support and maintenance service (FMS) projects with Central Government / State Government / PSUs in last five (05) years (i.e., 2021-2022 to 2025-2026) in India comprising minimum of One (01) project of value not less than INR 3.20 Crores	Any one of the followings: 1. Work Order + Work Completion Certificates from the client OR 2. Work Order + Certificate of Completion (Certified by CA with UDIN number)

SNo.	Basic Requirement	Specific Requirements	Documents Required
		OR Two (02) projects of cumulative value not less than INR 4.80 Crores OR Three (03) projects of cumulative value not less than INR 6.40 Crores Note: - 1) The work order should be issued between 1st April 2021 to 31st March, 2026. Note: - The projects which have been received directly from Central/ State Government/ Semi Government/ PSU/ Bank/ Telecom sector in India will only be considered for evaluation. Subcontracted projects will not be considered for evaluation.	OR 3. Work Order + Certificates from the client or Self Certificate (Certified by the Statutory Auditor/ CA indicating the value of payment received against the work order(s)). The value of payment received shall be greater than or equal to the amount mentioned in the eligibility criteria <i>Note – The documents submitted in form of work orders/ agreement/ client certificate confirming project duration, nature, value of services delivered and project cost.</i>
	Certification	The Bidder must have the following valid certification: 1. ISO/IEC 20000-1:2011 – IT Service Management System 2. CMMI Level -5 (from CMMI Institute)	• Copy of a certificate valid as on last date of bid submission
	Tax registration	The bidder must possess a valid: i. Income Tax Registration / PAN number ii. Goods and Service Tax (GST) Registration Certificate	• Copies of relevant certificates of registration
	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 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 code of integrity as	• A Self Certified letter as per <u>Annexure-5</u>

SNo.	Basic Requirement	Specific Requirements	Documents Required
		specified in the bidding document.	

Note:

Bidders need to ensure compliance to all the eligibility criteria points. Also, all the required documents should be properly annexed as indicated above along with an Index Page. Scope of Work, Roles, and Responsibilities, Deliverables, Timelines and Payment Terms.

4. SCOPE OF WORK, DELIVERABLES, TIMELINES & PAYMENT SCHEDULE

1) Project Overview

RISL intends to invite qualified firms to provide Solution & Services for development and implementation of innovative and transformative DMIS-2.0.

The project scope involves the design, development, implementation, management and maintenance of an integrated web-based software application and mobile application, including API integrations with state and national portals. It is envisaged that the DMIS-2.0 application would be robust, secured, simple and user friendly to improve the overall administrative and operational efficiency and effectiveness and to pass on the benefits of IT & Emerging Technologies to all the stakeholders.

The Selected Bidder shall deploy teams for requirement gathering to understand the functional requirements, Business Process Re-engineering (BPR) for standardization of core processes, participate in knowledge transfer activities, development of SRS, DMIS-2.0 application design, development, customization, data migration from DMIS 1.0, testing, UAT, training, implementation, Go-Live, operations & maintenance (FMS) etc.

2) Details of Scope of Work (SoW)

RISL intends to invite qualified firms to provide Solution & Services for development and implementation of innovative and transformative Disaster Management Information System-2.0 (DMIS 2.0).

The project scope involves the design, development, implementation, management and maintenance of an integrated web-based software application and mobile application for Disaster Management, Relief & Civil Defense Department, Government of Rajasthan, including API integrations with state and national portals. It is envisaged that the DMIS 2.0 application would be robust, secured, simple and user friendly to improve the overall administrative and operational efficiency and effectiveness and to pass on the benefits of IT & Emerging Technologies to all the stakeholders.

The existing DMIS 1.0 system was developed in 2019 based on the then-prevailing technology landscape and has successfully supported departmental operations over the years. However, with the rapid evolution of digital governance frameworks, increasing requirements for inter-departmental data exchange, real-time information availability, cloud adoption, and API-driven service delivery, there is a need to modernize the application architecture to meet current and future operational requirements.

The existing platform architecture presents certain constraints in achieving large-scale interoperability, seamless integration with multiple external systems, independent scalability of functional modules, and adoption of contemporary cloud-native development practices. Further, implementation of new functionalities and integrations may require platform-specific customization, potentially impacting development agility, maintainability, and long-term sustainability.

Accordingly, the proposed DMIS 2.0 shall be developed using the .NET Core platform with a microservices-based architecture to enable a modular, scalable, secure, and maintainable system. The proposed technology stack offers significant advantages, including high performance, platform independence, enhanced security features, support for containerization and cloud deployment, API-first architecture, and a large ecosystem of development tools and

resources. The microservices architecture will facilitate independent development, deployment, enhancement, and scaling of individual modules, thereby improving system resilience, maintainability, and future extensibility.

The new architecture shall facilitate seamless integration with various Government of Rajasthan digital platforms and databases, including but not limited to RajSSO, Jan Aadhaar, Raj eSign, Raj Masters, e-Sanchar, Raj Dhara (GIS Systems), Girdawari, and other departmental applications through secure and standardized web-based APIs. The adoption of open standards and service-oriented integration mechanisms will ensure interoperability with existing and future government systems while minimizing technology dependency and vendor lock-in.

DMIS 2.0 shall function as an integrated, data-driven platform with minimal or no manual data entry. The system shall automatically consume, validate, and synchronize data from identified source systems through secure APIs and other approved integration mechanisms. This approach will ensure data consistency across systems, eliminate duplication of records, improve data quality and accuracy, reduce human intervention, and enable near real-time information availability for monitoring, decision-making, reporting, and service delivery. The proposed architecture shall also provide enhanced scalability, reliability, auditability, and readiness to support future e-Governance initiatives of the Government of Rajasthan.

The solution shall also include a mobile application to provide field-level access, monitoring, data validation, workflow management, and citizen/service delivery functions as required. The mobile application shall be seamlessly integrated with the core DMIS 2.0 platform and support secure authentication, role-based access control, and real-time data synchronization.

The Selected Bidder shall deploy teams for requirement gathering to understand the functional requirements, Business Process Re-engineering (BPR) for standardization of core processes, participate in knowledge transfer activities, development of SRS, DMIS 2.0 application design, development, customization, data migration from DMIS 1.0, testing, UAT, training, implementation, Go-Live, operations & maintenance (FMS) etc.

It is expected that the Selected Bidder shall execute sprints of multiple groups simultaneously which may be at different stages of Software Development Life Cycle (SDLC). Selected Bidder shall deploy a requisite team for executing multiple sprints simultaneously to adhere to the timelines given in the RFP. This approach shall help with the successful roll-out and adoption of DMIS 2.0 in a time-bound manner Development and three years Operation and Maintenance (FMS).

The following scope of work at the broad level:

1. Development of Application Software & Mobile Application
2. Data Migration and Master Data Management
3. System Integration and API Framework
4. Testing and Quality Assurance
5. Safe-to-Host Certification
6. Deployment and Configuration on Production Server
7. Go-Live of Application Software
8. Operation and Maintenance with Facility Management Services (FMS) for a period of three (03) years from date of Go-Live.

Modules to be covered under DMIS 2.0

The broad activities (but not limited to) to be undertaken by the selected bidder includes the below modules in the development phase:

1. Agriculture Input Subsidy
2. Assistance for Cattle camp
3. Assistance for Clearance of affected areas
4. Assistance for Gratuitous Relief
5. Assistance for Infrastructure
6. Assistance to Damaged Houses
7. Relief Measure Assistance
8. Handicraft / Handloom Assistance to Artisans

9. Assistance for Fishery
10. Emergency procurement
11. Inventory Management
12. Mock drill Management
13. Human resource management
14. Disaster Rescue Identification
15. Fund Management
16. Mass Communication
17. Dynamic reporting dashboard, comprehensive role-based dashboard, Graphical reports, analytical reports, summary reports, MIS reports for better monitoring, management, decision-making and planning to ensure improvements in the services. Efficient and better MIS systems would assist in improving the internal efficiency of operations. The reports should be downloadable in PDF, MS Word, MS Excel Format. as per DMR&CD Department requirement



Integration with Third Party Applications

The Selected Bidder shall design, develop, implement, and maintain a web-based application along with a mobile application for the DMIS 2.0 platform.

To establish a reliable and unified farmer identity framework, the DMIS 2.0 portal shall be integrated with the Government of India's **AgriStack platform**, enabling the use of authenticated Farmer IDs and preventing duplicate registrations.

Further, to facilitate real-time validation of farmer records, land ownership details, crop information, and cultivated area, the DMIS 2.0 portal shall be integrated with the State's **Raj Khasra Girdawari System** through secure API-based interfaces. This integration shall ensure seamless data exchange, improve the accuracy of beneficiary identification, support evidence-based decision-making, and enhance the transparency and efficiency of service delivery.

This application shall also be integrated with other central/State applications (Rajasthan Digital Stack) implemented in the State of Rajasthan, some of which are listed below:

Sno.	System	Description
1.	Raj SSO	Rajasthan Single Sign On (One Digital Identity for all Applications)/ Electronically capture the attendance of Jobseeker pursuing internship in Government departments
2.	Jan Aadhaar	Jan Aadhaar, a State Resident Data Repository (One Number, One Card, One Identity) to determine the eligibility of the family / family members for the schemes of public welfare benefits provided by the government.
3.	Raj e-Sign	e-Sign or Electronic Signature Service is an innovative initiative for allowing easy, efficient, and secure signing of electronic documents by authenticating signee using AADHAAR eKYC services. With this service, any AADHAAR holder can digitally sign an electronic document without having to obtain a physical cryptographic token.
4.	Raj e-Vault	In simple words, Digital Document Manager. It is a portal dedicated to providing digital verification platform for official documents and certificates, hence, overall reducing the need of tedious paperwork.
5.	Raj Masters	Repository of all master data of GoR like Division, District, Sub-Division, Tehsil, Village etc. This master data has been maintained for the purpose of data integrity, consistency and information-exchange.
6.	Rajasthan Sampark	Rajasthan Sampark is a centralized platform of the State for lodging grievances towards any Department by the citizen. It primarily consists of a State level Call Center with integrated web portal which acts as a single point of contact for addressing and redressing various citizen centric queries and grievances related to government services.
7.	e-Sanchar	e-Sanchar is a centralized communication platform for all the e-Governance applications with several communication channels and modes to interact with the citizens. It provides a number of API interfaces to integrate with other applications. PUSH SMS, PULL SMS, Outbound Voice Calling and Outbound IVRS services are provided through e-Sanchar.
8.	Pay Manager/ IFMS	Pay Manager is a Pay Bill Preparation System meant for the employees of the State Government of Rajasthan. The Software not only provides the facilities for Pay bill Preparation of the employees but also Preparation of DA Arrear, Bonus, Arrears and Leave encashment Bills. Integrated Financial Management System (IFMS) is an e- Governance initiative of Rajasthan Government for effective, accountable and transparent Public Finance Management. IFMS has been conceptualized as an umbrella system covering all modular systems and their integration. The main objective of IFMS is to achieve computerization of state wide financial transactions and efficient monitoring and facilitate a Single Window interface across various functions. IFMS is a complete suite of numerous applications related to finance, covering budget, payments, expenditure, receipt, works management and accounting.
9.	Aadhaar	An Aadhaar card is issued by the Unique Identification Authority of India (UIDAI) to Indian residents and serves as valid proof of identity and address and is essential for availing government welfare schemes, financial services, and digital authentication.

Sno.	System	Description
10.	Raj Sewa Dwar	A centralized middleware platform, or Enterprise Service Bus as part of its e-governance framework to act as a single point of inter-application connectivity, ensuring services can be shared and utilized by multiple systems that allow different government departments and systems to communicate and exchange data efficiently, without relying on individual point-to-point connections.
11.	Rajasthan Payment Platform (RPP)	A payment gateway service is integrated with various payment methods like banks, mobile wallets, credit/debit cards, UPI, and Bharat QR to facilitate two-way electronic payments for government departments and public sector units in Rajasthan. The platform allows for both collection of payments from citizens and disbursement of funds to beneficiaries.
12.	Jan Soochna Portal	A one-stop public information platform launched by the Rajasthan Government to provide citizens with easy access to information about all government schemes and services.
13.	e-Mitra	Committed to quick and convenient delivery of citizen services, Government of Rajasthan launched e-Mitra platform in year 2002 with the objective to deliver all Government and Private citizen centric services as permissible under the Law of Land at the doorstep of common man in a transparent and cost-effective manner.
14.	Rajdharaa (State GIS platform)	Rajdharaa is a state-wide web-based Geo Portal to acquire, process, store, distribute and improve the utilization of geospatial data based on OGC standards and develop Data Clearing House, which is a gateway of spatial data being generated by various agencies of the Government of Rajasthan.

Below mentioned tasks will also be performed by selected technology partner:

- Collation of relevant data from various sources, such as databases of different schemes.
- Ensuring data integrity by removing errors, duplicates, and inconsistencies.
- Employing statistical techniques/ data mining using SAS/ Power BI/ Tableau to extract insights.
- Representing data through charts, graphs, or analytical dashboards for easy understanding and communication.
- Implement Data Management strategies which include validation of source data and the use of data in analytics and reporting
- Implement analytical procedures and data steps to efficiently query large databases, and to improve processes when the opportunity to do so exists
- Generate actionable insights by analyzing large amounts of data and using analytical rigor, predictive modelling, cluster analysis, temporal analysis, and other techniques
- Standardizing data descriptions, integration and archiving, and elimination of unnecessary data redundancy
- Evaluates databases to ensure data integrity, quality, validity and reasonableness
- Perform impact analysis for the data warehouse, testing and system validation document process, data, integration and design issues
- Document the data flow of processes, technology and operations to deliver data integration and analytic services
- **Mobile App** – Selected Technology Partner shall be responsible for the development of Mobile Application (both in Android as well as iOS) as well as web services required for mobile application in timely manner.
- **Web Portal** - STP shall be responsible for the development of the web portal which will have options on the public domain like About Department/Scheme/Project, Acts/Rules, Notifications/Circulars/Letters/Orders, Download Section, User manual, Integrated Schemes, Integrated Services, FAQs.

Architectural Principles

Application shall be developed using Micro service Architecture. The Technology Partner will adhere to the following architectural principles while designing the DMIS2.0 Application software:

- **Service Oriented Architecture (SOA):** Service-oriented architecture is an approach to define integration architectures based on the concept of a service. It applies successful concepts proved by Object Oriented Development, Component Based Design, and Enterprise Application technology. The goal of SOA can be described as bringing the benefits of loose coupling and encapsulation to integration at an enterprise level. SOA becomes relevant especially when there are multiple applications in an enterprise and point-to-point integration between them involves complexity. Enterprise Service Bus (ESB) already available with RISL named RajSewaDwaar would be used by technology partner.

Restricted areas of the application are only accessible through pre-defined user access rights. Users at different locations would have Multi Factor Authentication (MFA).

User authentication will be done through RajSSO (Single Sign On).

Application-Level Security

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

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

Network Level Security

The application supports both HTTP & HTTPS (128 / 256-bit SSL certificates to be deployed by successful bidder for entire project duration). The Bidder will bear all expenses pertaining to SSL Certifications.

Audit Trail & Log Management

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

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

Role Based Access & MFA

To protect the sensitive information, security feature (MFA & Role based access) needs to be implemented through which application and database users will get the masked values at database layer. The STP will implement role- based access for the Application.

Migration of existing DMIS1.0 data

The Selected Technology partner will have to migrate the existing records into new schema of DMIS2.0 Application as finalized by STP. Technology Partner will ensure that there should not be any dependency on previous application and database after migration.

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

Technology Partner shall deploy the requisite manpower to manage below mentioned scope but not limited to,

- Identification of the Departmental IT Applications/Frameworks which are using DMIS 1.0 for delivery of benefits/services.
- Validation of the Business Act/Rules implementation in the Departmental Applications
- Assessment of the present data stored and used by the Departmental IT Applications under the various clauses of protection of information of the DPDP Act.
- Certifying the Departmental IT Applications Pre-Go Live in accordance with the compliances of the Departmental Guidelines.
- Periodic Assessment for the validation of the compliances.
- Technical handholding integration support.
- Meet regulatory compliance.
- Enhance data security for the information stored at Departmental Databases.
- Strengthen digital technology and processes.
- Improve cyber security preparedness and defense.

Approach

Approach has been covered in 4 phases as mentioned below:

Phase 1: Planning

Planning and preparation of the assessment scope and objectives.

Phase 2: Risk Assessment and Business Process Analysis

Assessment, measuring, managing, and controlling IT-related risks, thus enhancing the reliability of processes and the entire information system.

Phase 3: Performance (Compliance and System Review)

Assessment of controls over critical system platforms and applications in which DMIS 1.0 integration has been done.

Phase 4: Reporting

Report assessment findings, conclusions, and recommendations of the assessment in terms of conformance, non-conformance, and opportunities to improve.

Training & Capacity Building of the various stakeholders

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

- **Training Material:** Training Material, Video Tutorials will include the presentations used for trainings and the required relevant documents for the topics being covered.
- **Training Mode:** STP has to provide trainings Offline/Online as per requirement by RISL/DMR&CD Department.
- **User Manuals:** User manual as well as Video manuals will include various details of the work done by the Technology partner like relevant regulations, major enhancements, key precautions & attention points etc.

Setup in DR Mode

Application software for DMIS 2.0 would be Enterprise application that integrates with multiple departments' portals and critical applications. DR Site is the line of defense to preventing service failure in the face of catastrophic events such as natural disasters that cause system outages. Technology partner should develop, implement, configure and deploy the application at the proposed DR site after go-live once requisite resources are made available to technology partner.

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

Currently, RSDC (Rajasthan State Data Centre)-DR site is located at Jodhpur, Rajasthan. Infrastructure required for DR Site will be provided by RISL.

Setup on Multiple Domain and Hosting of the Application, Web Portal and Mobile App

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

New Development and Enhancement:

The selected bidder shall be responsible for new development as per the requirement of RISL/DMR&CD Department including but not limited to below:

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

The selected bidder shall setup & maintain version control to track all the project artifacts (means artifacts developed / maintained as part of this project).

The enhancements, development of functionalities, up-gradation & integrations, etc. in the software during operation and maintenance (FMS) period shall have to be incorporated by the successful bidder in timely manner as desired by RISL with no extra cost to purchaser.

Maintenance of Application servers, Database servers is responsibility of Data center, however relevant changes in application are to be done by technology partner.

Managed Services during Operations and Maintenance Period:

The selected bidder shall be responsible for the overall administration, operations, monitoring & maintenance of the deployed DMIS 2.0 and the Database to ensure the desired uptime and performance.

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

Training & Helpdesk Support (Incident/ Problem Management)

The successful bidder would be required to provide hands-on training to officials of the user department/ organization/kiosks. Training could have multiple sessions as per the need and requirement of end user. Training to a batch of persons would be organized (including digital content, etc.) by successful bidder as per requirement on his cost. The selected bidder shall submit all the operational guidelines and user manual, video manuals of all modules and should be uploaded on DMIS 2.0 portal. The training plan and schedule shall be decided by RISL/DMR&CD

Department. Training sessions may be delivered through Video Conferencing / Physical as decided by RISL/DMR&CD Department.

The selected bidder shall be responsible for preparation of all training material (in English & Hindi) and provide training to the stakeholders on the developed solution. The training material would include hard copy and soft copies of the training material along with multi-media for audio-visual training. The selected bidder shall be responsible for day-to-day training, coordination between various stakeholders (departments/ kiosks) on various new features/ functionalities/enhancement added to the Application Software for DMIS 2.0 etc. during the entire O&M Period.

The successful bidder shall have to setup help desk support for users. Successful bidder shall provide two dedicated mobile telephone with connections and connectivity at the Helpdesk for telephonic support during business hours i.e. from 9:30 AM to 6:00 PM from Monday to Friday. The Helpdesk shall include but not limited to the following:

- Handle technical issues of the departmental users and citizens.
- Reply to the queries/ feedback/ suggestions/ complaints received from all the stakeholders.
- The Help desk manpower shall ensure continuous availability. In case problem is communicated by any user, the same shall be got rectified as per SLA terms.
- Coordination for resolution of reported issues within the stipulated timeframe as per the SLA.
- Help desk should provide handholding support through online/telephone line
- Necessary Seating space will be provided by the DMR&CD Department.
- Helpdesk support staff shall communicate in English and Hindi languages.

Operations & Maintenance (FMS) 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.

S.No.	Deliverable	Frequency	Time Frame
1.	• Attendance Report of onsite team deployed duly approved by designated authority.	Quarterly	Within 1 week of end of each quarter
2.	• Summary of the activities taken up in the quarter	Quarterly	Within 1 week of end of each quarter
3.	• Consolidated Report on Calls Logged, Resolved.	Quarterly	Within 1 week of end of each quarter
4.	• Report on the manpower replaced in the project stating the reason of replacement	Quarterly	Within 1 week of end of each quarter

Backup of Data

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

5. Project Deliverables

Certain key deliverables are identified for each of the parts/ stages, which are mentioned below.

The selected bidder, shall submit below mentioned deliverables timely to the user department to ensure the timely and smooth execution of project.

1. Development of new DMIS 2.0 Application Software for DMR&CD Department, GoR	
	Detailed Project Plan
	SRS, User Manual, Technical document and training material on the application software
	User Acceptance Test Reports
	Safe to Host Certificate for the application software's from empaneled agency of GOR / GOI
	SSL certificates required for Web cum Application Servers for the entire contract Period
	Training to users as per directions of RISL/DMR&CD Department along with training material
	Any other third-party software/licenses used by the firm in the application software
	Complete Source Code of Application Software's including DB objects (as per scope of tender)
Migration of existing DMIS 1.0 Application data in new schema of DMIS 2.0 Application Software.	
	Technical document
2. Operation and Maintenance for New DMIS 2.0 Application	
	Support Manpower at RISL/DMR&CD Department
	SLA Compliance Reports duly signed by the competent authority
	Satisfactory Quarterly Performance Reports duly signed by the competent authority
	Safe to Host certification to be taken from empaneled agency of GOI / GOR as per the frequency communicated by RISL
	Training / Hand-holding support to users as per directions of RISL along with training material
	Generation of MIS reports
	Troubleshooting of bugs in the application software & performance tuning of software
	Help-desk facility for the end users of departments
	Maintenance/ Up gradation/ Enhancements/ development of new functionalities of the software as per requirement and submission of quarterly report of changes made in the software

Deployment of Manpower

- The resources shall be deployed onsite/ offsite as per requirement by RISL/DMR&CD Department.
- Minimum onsite resource requirement has been mentioned in **Annexure-A** of this RFP.
- The minimum required technical qualifications and experience details for the onsite resources are provided in **Annexure-A** of this RFP document.
- The proposed services shall be normally manned for a period of 9 hours each working day as per the requirement throughout the year or holidays and beyond 09 hours as decided by the RISL. The selected bidder shall maintain an attendance register for the resources deployed.
- Also, it would be the responsibility of the Selected Bidder to retain the deployed manpower for the entire Contract/ Project duration or in the event of a resource leaving the employment with the selected bidder, the same shall be immediately replaced with another resource of equivalent minimum qualifications and experience. All such events should be notified prior to RISL in writing and should be in accordance with the SLAs mentioned in this RFP.
- The staff provided by the Selected Bidder will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time. The Selected Bidder has to take approval from RISL for the proposed staff before their deployment. RISL has every right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.
- The Selected Bidder shall appoint personnel having proficiency with Hindi language.
- It is responsibility of the selected bidder to scale up the team as and when required to confirm smooth project execution throughout the duration.

- i) Maintenance of Application servers, Database servers is responsibility of Data center, however relevant changes in application are to be done by technology partner for complete contract period.

The Project Management Methodology will be used to ensure project is delivered w.r.t. to budgeted cost, allocated time, expected Quality.

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/DMR&CD Department 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 operation and maintenance (FMS) services.

6. Project Duration and Time Schedule

The entire process is divided into following two stages.

1. First stage comprising of Design, Development of DMIS 2.0 Application, Migration of data from existing DMIS 1.0. and Implementation of the same.
2. Second stage would provide day to day operation and maintenance (FMS) support in the form of helpdesk, training and enhancement / development of new functionality etc. on the application software and submit MIS report required by RISL/user department.

Phase I - Development and Implementation of new DMIS 2.0 Application

S. No.	Activity	Time Schedule (T0 = Signing of Agreement)
1.	• Understanding of the User Requirement & Submission of System Requirement Specification Report (T1)	• T1 = T0+30 Days
2.	• Approval of SRS from user department (T2)	• T2 = T1+15 Days
3.	• Design, Develop & Testing of new Application Software for DMIS 2.0 along with Migration of legacy data of existing DMIS 1.0 application into New DMIS 2.0 Application. (T3)	• T3 = T2+240 Days
4.	• User Acceptance Testing (T4), Technical Document, Safe to host certification, SSL certificate & Go - Live of DMIS 2.0 Application	• T4 = T3+30 Days

Note - Technical Document should be submitted on yearly basis.

Phase II: Operation and Maintenance (FMS) for New DMIS 2.0 Application

S. No.	Activity	Time Schedule
1.	Day to day operations and management of application software	For the entire FMS period of Three (03) years from Go-Live
2.	Upgradation / enhancement/development of new modules/ maintenance of application software as per requirement of RISL/user department/ organization	As and when required.
3.	Submission of monthly/quarterly reports as per scope	Monitoring dashboard and MIS reports on Application Software is to be provided.
4.	Help Desk Support	Two mobile number with mobile and mobile connections should be provided for telephonic support. Technology Partner will arrange the mobile, mobile numbers, mobile connections and expenses of same.
5.	Troubleshooting/Bugs removal	Bugs in the application software to be resolved within 48 hours of intimation.
6.	Resolution of issues reported from the field	Resolution of issues should be provided within 48 hours of intimation.
7.	Training to officials of the concerned departmental users, eMitra Kiosks, Local Service Provider	As and when required

7. Payment Schedule

Bidder is expected to carry out all groundwork for implementation including documentation, coordination with RISL and other stakeholders of the project, site visit, etc. These reports or deliverables are to be submitted timely by Selected Bidder to RISL to ensure timely and smooth execution of the project. Certain key deliverables are identified for each of the parts/stages, which are mentioned hereunder. However, Selected Bidder has to prepare and submit any required information in form of Reports / excel sheet / document desired by RISL/DMR&CD department related to Application Software for DMIS 2.0 other than defined hereunder in the table.

- The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate and related services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- All remittance charges will be borne by the supplier/ selected bidder.
- In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- 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.
- Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones.
- Taxes, as applicable, will be deducted/ paid as per the prevalent rules and regulations.

Sr. No.	Cost Head	Activity / Milestone	Deliverables (Reports/Documents)	Payment terms in %
1.	Development of DMIS 2.0 Application & Migration of Legacy data from DMIS 1.0	- Acceptance of System Requirement Specification and Functional requirement Specifications for DMIS 2.0 Application - Migration of Legacy data from DMIS 1.0 - UAT and Go-Live of all the modules of DMIS 2.0 Application	- SRS and FRS, User manual, Technical documents - UAT Test cases and Test Results etc. - Go-live certificate issued by the RISL	76- % payment of Total cost of DMIS 2.0 Application Development cost (BoQ-SNo-1)
2.	Operation & Maintenance of DMIS 2.0 Application	Facility Management Services	- Attendance and work verification Report by authorized officer - SLA reports	- Quarterly payment equated in 12 installments for the DMIS 2.0 Application after Go Live (BoQ-SNo-2) + 24% Payment of Total cost of Development of Application Software for DMIS 2.0 (BoQ Item 1) on quarterly basis equated in 12 installments/Quarters

8. Roles & Responsibilities of Stakeholders/ SI

1. Responsibilities of RISL

- Coordination between the DMR&CD DEPARTMENT, RSDC and the SI.
- To provide requisite infrastructure required for hosting the developed DMIS 2.0 application software at RSDC.
- Provide technical advice to the department during the project implementation
- To facilitate during UAT, Security Audit and appointment of agency for Security Audit and VAPT of application software after UAT.
- To provide feedback on changes to be made in the solution to improve usability of the software.
- To ensure regular monitoring the system/ services deployed by the SI as per the SLA.
- Processing of payment as per milestones based on the work verification by DMR&CD DEPARTMENT

2. Responsibilities of DMR&CD Department

- Coordination between the GoI / GoR/ RISL and other government agencies and SI.
- To extend full support in gathering and understanding the user-requirements and related information to the project team to meet the project timelines.
- To provide UAT and sign off in timely manner.
- To coordinate and provide all the details of the third-party APIs (other department / GoR / GOI) for integration.
- To provide feedback on changes to be made in the solution to improve the usability of the application software
- To provide feedback on changes in the application software through input from TPs / Users / other stakeholders gathered through Interaction module
- To ensure availability of training infrastructure to the SI for physical trainings.
- To ensure regular monitoring the solution/ services deployed by the SI as per the SLA.

3. Responsibilities of Selected Bidder

- The detailed role & responsibilities of Selected Bidder as per the RFP.

- b) To provide required computing infrastructure (machines/ handheld devices/any other) to all the deployed team members of the selected bidder.

9. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall commence from the date given in NIB. The complete bidding document shall also be placed on both 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 authorized sole selling agents/ marketing agents/ distributors/ sub-distributors and authorized dealers or vice versa.

2) Pre-Bid Meeting / Clarifications/ Modifications/ Changes

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference can also be scheduled by the procuring entity 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 period within which the bidders may seek clarifications and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
- d) Last date of submitting clarifications requests by the bidder: as per NIB
- e) Response to clarifications by procuring entity: as per NIB
- f) 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.
- g) At any time, prior to the deadline for submission of Bids, the procuring entity can 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.
- h) 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.
- i) 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.
- j) 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 in such extended time. Provided that the Bid last submitted or the Bid as modified by the bidder shall be considered for evaluation.

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:
- e) 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 bidding documents.
- 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 but 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 e-Procurement portal i.e. <https://eproc.rajasthan.gov.in>.
- b) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- c) A Single Stage-Two part/ cover system shall be followed for the Bid: -
 - a. Technical Bid, including fee details, eligibility & technical documents
 - b. Financial Bid
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Technical & Eligibility Documents		
4.	Bidder's Authorization Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-4 (PDF)
5.	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)
6.	Certificate of Conformity/ No Deviation	As per Annexure-13 (PDF)

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

S.No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-6 (PDF)
2.	Financial Bid - Format	As per BoQ (.XLS) format available on e-Procurement portal Annexure-7 (PDF)

- 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/ content 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

Alternative/ Multiple Bids shall not be considered at all.

8) Bid Security

- a) In open competitive bidding, two-stage bidding, rate contract, electronic reverse auction, bid security shall be 2% or as specified by the State Government of the estimated value of subject matter of procurement put to bid. In case of Small-Scale Industries of Rajasthan, it shall be 0.5% of the quantity offered for supply and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the value of bid. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the notice inviting bids.
- b) In lieu of bid security, a bid securing declaration shall be taken from the-
- Departments/Boards of the State Government or Central Government;
 - Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
 - Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
 - Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
- c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed bid.
- d) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may however, be taken into consideration in case bids are re- invited.
- e) The bid security may be given in the form of cash, a banker's cheque or demand draft or bank guarantee or electronic bank guarantee (e-BG), in specified format, of a scheduled bank or deposit through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- f) The bidding documents may stipulate that 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. In cases of International Competitive Bidding, the bidding documents may in addition stipulate that the bid security

shall be issued by an issuer in India.

- g) 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.
- h) The bank guarantee or electronic bank guarantee (e-BG) presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- j) The Bid security taken from a bidder shall be forfeited in the following cases, namely: -
 - a. When the bidder withdraws or modifies its bid after opening of bids.
 - b. When the bidder does not execute the agreement, if any, after placement of supply / work order within the specified period.
 - c. When the bidder fails to commence the supply of the goods or service or execute work as per supply / work order within the time specified.
 - d. When the bidder does not deposit the performance security within specified period after the supply / work order is placed; and
 - e. If the bidder breaches any provision of code of integrity prescribed for bidders specified in the Act and Chapter VI of these rules.
- k) 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.
- l) The Bid Security shall promptly be returned after the earliest of the following events, namely: -
 - a. The expiry of validity of bid security.
 - b. The execution of agreement for procurement and performance security is furnished by the successful bidder.
 - c. The cancellation of the procurement process; or
 - d. The withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

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-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or

financial cover) as per the instructions/ procedure mentioned at e- Procurement website under the section "Bidder's Manual Kit".

- b) Bids withdrawn shall not be opened and processes further.

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

12) Selection Method:

- a) The selection criteria are Quality & cost-based selection (QCBS). The weightage of QCBS is 60:40 and bidder need to score minimum 70 marks to qualify the technical stage.

The method of selection is QCBS (Quality cum Cost based Selection) as per the formula given below. The weightage given to the Technical and Financial scores will be 60% and 40% respectively. The Contract will be awarded to the Bidder scoring maximum marks in technical and financial evaluations as per the qualifying criterion.

- **The QCBS calculation formulae of selection method is as below: -**

QCBS Calculation Formula:

$$[[Xt(T/T \text{ high} * 100) + Xf (C \text{ low}/C * 100)]]$$

Where,

T = Total Technical Score awarded to the bidder

T high = Highest Technical Score achieved for the bid

C = Price offered by the Bidder

C low = Lowest Price offered

X t = Weightage of the technical evaluation = 60%

X f = Weightage of the financial evaluation = 40%

Bidders shall be ranked H1, H2, H3, etc. on the basis of above evaluation criteria. The selection of Successful

Bidder will be done on the basis of the maximum marks (H1). The Bidder with maximum Mark shall be awarded the Contract subject to the conditions mentioned in this RFP. Please refer Annexure-21 of RFP for sample / example calculation of QCBS evaluation The marking parameters are provided at section 12 b) chapter 9 (as mentioned below).

b) Technical Evaluation Marking Criteria and documents required from bidder:

S.No.	Parameter	Max Marks	Required Document
1.	Company Performance	20	- Copy of CA Certificate to be submitted - Copy of Valid Certifications
2.	Previous project Experience- Application Development	35	Copies of Work Orders and Work Completion Certificates from client / Phase Completion Certificate from the client / Self-Certificate of status of Project (as applicable) Certified by the Chartered Accountant.
3.	Experience in Govt DBT/Subsidy/welfare related areas	15	Copies of Work Orders and Work Completion Certificates from client / Phase Completion Certificate from the client / Self-Certificate of status of Project (as applicable) Certified by the Chartered Accountant.
4.	Presentation and Demo	30	- Proposed Presentation Slides: A PDF or PowerPoint copy of the slide deck that will be used during the oral presentation - Technical Architecture Diagrams: Visual schematics detailing system integration, data flows, and infrastructure requirements to be explained during the presentation - Demonstration of Live Application related to Disaster related domain
Total Points/ Marks		100	
Cut Off Points for qualifying technical stage		70	

c) Detailed Technical Evaluation Criteria for QCBS based Evaluation

S.No.	Criteria	Max. Marks
1	Company Performance	20
1.1	Annual Turnover	10
	Average annual turnover for the 3 years period - FY: 2022-2023 to 2024-2025 (as per the last published audited balance sheets),	
	>= 20 but <= 50 Cr > 50 but <=80 Cr > 80 but <=110 Cr > than 110 Cr	
	(6 Marks) (7 Marks) (8 Marks) (10 Marks)	
1.2	Certifications of - ISO/IEC 27001:2022 or latest	10
2	Previous Project Experience- Application Development	35
2.1	Number of IT/ITeS Projects executed	

S.No.	Criteria	Max. Marks
	Bidder should have experience of application development. Projects which are successfully developed, implemented during last 05 financial years i.e. FY 2021-2022 to FY 2025-2026 with any Central Govt. / State Govt. / PSUs/ BFSI in India as per below mentioned criteria:	25
	Profile (Scope and Duration) of the projects. Minimum Individual Project value should not less than INR 2.00 Crores	
	No. of Projects 1-3	
	No. of Projects 4- 5	
	No of Projects > than 5	
	(10 Marks)	(15 Marks)
	(25 Marks)	
2.3	Mobile Apps (Transactional)	10
	Bidder should have experience of Transactional Mobile Application development. Projects which are Completed during last 05 financial years i.e., FY 2021-2022 to FY 2025-2026 with any Central Govt. /State Govt. /PSUs/ BFSI in India.	
	No. of Projects 1-2	
	No. of Projects 3-4	
	No of Projects > than 4	
	(3 Marks)	(7 Marks)
	(10 Marks)	
3	Experience in Govt DBT/Subsidy/welfare related areas	15
	The bidder should have experience in the development, implementation, operation, or maintenance of applications related to Direct Benefit Transfer (DBT) services / beneficiary management/ welfare scheme administration/ subsidy or benefit disbursement/ scholarship/ pension in the government/public sector, which are either Completed (Phase completion will also be considered) OR Go-Live status has been achieved OR Currently under Operation and Maintenance / FMS phase during last 05 financial years i.e., FY 2021-2022 to FY 2025-2026 . Minimum Individual Project value should not less than INR 1.00 Crores.	15
	No. of Projects 1-2	
	No. of Projects 3-4	
	No of Projects > than 4	
	(5 Marks)	(10 Marks)
	(15 Marks)	
4	Presentation and Demo	30
4.1	Presentation on the proposed solution as per scope of DMIS 2.0 on the following: - Solution Architecture (micro services-based), Solution Design, Scalability Architecture - Functional Architecture, Functional Modules - Mobile Application design - Transition Plan for migration from existing DMIS 1.0 application. - Project Management Plan - Project Team Profiles and CVs	15
4.2	Demonstration of Go-Live Application related to Direct Benefit Transfer (DBT) services / beneficiary management/ welfare scheme administration/ subsidy or benefit disbursement/ scholarship/ pension in the government/public sector	15
Total Projects/Marks		100

**All quoted projects wherein value realized from sales of software or COTS/hardware/system integration services for IT infrastructure projects shall not be considered and are to be excluded for the purpose of calculation of value of the quoted projects.*

13) Clarification of Bids

- 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 in writing.

- 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) Determination of Responsiveness
 - I. The bid evaluation committee shall determine the responsiveness of a bid on the basis of bidding documents.
 - II. A responsive bid is one that meets the requirements of the bidding documents without material deviation, reservation, or omission where: -
 - “deviation” is a departure from the requirements specified in the bidding documents;
 - “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding documents; and
 - “Omission” is the failure to submit part or all of the information or documentation required in the bidding documents.
 - III. A material deviation, reservation, or omission is one that,
 - if accepted, shall: - (i) affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or (ii) 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
 - if rectified, shall unfairly affect the competitive position of other bidders presenting responsive bids.
 - IV. 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.
 - V. The procuring entity shall regard a bid as responsive if it conforms to all requirements set out in the bidding documents, 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 documents, or if it contains errors or oversights that can be corrected without touching on the substance of the bid.
 - VI. For the bids submitted by MSME firms registered in Rajasthan, inspection of the premises of the bidder firm will invariably be done by technical evaluation committee during the technical evaluation of the bids. If any discrepancies found, the bid shall be liable to be rejected during the technical evaluation.
- b) Non-material Non-conformities in Bids
 - I. 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.
 - II. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, GST 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.
 - III. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

- c) Tabulation of Technical Bids
 - I. 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.
 - II. 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.
 - III. 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.
 - IV. 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.
 - V. The technical marks shall be calculated on the basis of marking criteria mentioned at section 12 of Chapter-9 of this RFP

15) Evaluation & Tabulation of Financial Bids

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

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) The names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) Conditional Bids are liable to be rejected;
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked H1, H2, H3 etc. on the basis of marking criteria mentioned at section 12 of Chapter-9 of this RFP.
- g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The technical marks shall be calculated on the basis of marking criteria mentioned at section 12 of Chapter-9 of this RFP.
- 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.
- k) If GST column specified in Financial Bid format, contains Zero or empty value for any of the items listed in the financial bid, the Total Amount would be considered as inclusive of GST.

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 sub totals 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

In case of MSMEs, purchase preference notified by the State Government shall be considered in the evaluation of bids and award of contract.

18) TAXES AND DUTIES

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

19) Copyright, Source Code and Intellectual Property Rights (IPR)

- a) The copyright/ IPR in all drawings, design documents, source code and other materials
- b) 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.
- c) The selected bidder shall not own any raw data/ intermediate data/ finished product/ customized solution/ initial, source code, intermediate & final reports etc. generated as part of this project. All such data / information should be transferred to RISL/ DMR&CD Department by not keeping any copy of such data/ information with the successful bidder at the time of exiting the project or as desired by Department.
- d) Intellectual Property Rights (IPR) of all the deliverables, including data captured, source code, intermediate data, all information pertaining to customized development of application / software component etc., shall remain with RISL.
- e) The selected bidder shall not keep/ store/ distribute copy of raw as well as developed data at its premises or elsewhere without the knowledge of RISL during and after the completion of the contract period.
- f) The selected bidder shall delete all such copies of data available with them during the closure of the contract and submit an understanding on to RISL in accordance with Stamp Act and on a Stamp Paper purchased from Rajasthan State only on the compliance of same.
- g) Any breach of trust/ source code/ IPR during the project may lead to termination of the project and necessary action/ legal proceeding as deemed fit by RISL.

20) Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.

- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.
- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

21) Exclusion of Bids/ Disqualification

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

22) Conflict of Interest

- a) A conflict of interest for bidders is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- b) A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process if, including but not limited to: -
 - i.) They have controlling partners in common;
 - ii.) They receive or have received any direct or indirect subsidy from any of them;
 - iii.) They have the same legal representative for purposes of the bid;
 - iv.) They have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another;
 - v.) A bidder participates in more than one bid in the same bidding process. However, this does not limit the inclusion of the same sub-contractor, not otherwise participating as a bidder, in more than one bid; or
 - vi.) A bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process. All bidders shall provide in Qualification Criteria and Bidding Forms, a statement that the bidder is neither

associated nor has been associated directly or indirectly, with the consultant or any other entity that has prepared the design, specifications and other documents for the subject matter of procurement or being proposed as Project Manager for the contract.

23) Breach of Code of Integrity by the Bidder

Without prejudice to the provisions of Chapter IV of the Act, in case of breach of any provision of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate action in accordance with the provisions of subsection (3) of section 11 and section 46.

24) Lack of competition

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

25) Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee, has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid is reasonable and consistent with the required quality.
- d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- e) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in

the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.

- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

26) Information and publication of award

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

27) 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 the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the bidders.

28) 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 except otherwise provided in the bidding documents.
- b) Orders for extra items may be placed by the procuring entity in accordance with the Schedule of Powers as prescribed by the Finance Department, upto 5% of the value of the original contract.
- c) Orders for additional quantities may be placed on the rates and conditions given in the contract and the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionately increased. The limits of orders for additional quantities shall be as under: -
 - i.) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - ii.) 50% of the value of goods or services of the original contract.

29) Performance Security Deposit

- a) Performance security shall be solicited from all successful bidders except the, -
 - i.) Departments/Boards of the State Government or Central Government;
 - ii.) Government Companies as defined in clause (45) of section 2 of the Companies Act, 2013;
 - iii.) Company owned or controlled, directly or indirectly, by the Central Government, or by any State Government or Governments, or partly by the Central Government and partly by one or more State Governments which is subject to audit by the Auditor appointed by the Comptroller and Auditor-General of India under sub-section (5) or (7) of section 139 of the Companies Act, 2013;
 - iv.) Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government or Central Government;
 - v.) However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in a particular procurement or any class of procurement.
- b) The amount of performance security shall be five percent of the bid value, or as may be specified in the bidding documents, of the amount of supply order in case of procurement of goods and services and ten percent of the amount of work order in case of procurement of works. In case of Small- Scale Industries of Rajasthan, it shall be one percent of the amount of quantity ordered for supply of goods and in case of sick industries, other than Small Scale Industries, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be two percent of the amount of supply order.

- c) Performance security shall be furnished in any one of the following forms-
- i.) deposit through eGRAS;
 - ii.) Bank Draft or Banker's Cheque of a scheduled bank;
 - iii.) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - iv.) Bank guarantee or electronic bank guarantee (e-BG) of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the rule 42 for bid security;
 - v.) Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the Fixed Deposit Receipt that the bidder furnishes an undertaking from the bank to make payment/premature payment of the Fixed Deposit Receipt on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
 - vi.) In case of procurement of works, the successful bidder at the time of signing of the contract agreement, may submit option for deduction of performance security from each running and final bill @ 10% of the amount of the bill.
- d) Performance security furnished in the form specified in clause (b) to (e) of sub-rule (3) shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

30) Additional Performance Security

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.

For the purpose of this rule-

- a) Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b) Estimated Bid Value means value of subject matter of procurement mentioned in bidding documents by the Procuring Entity.
- c) Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.

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 satisfactory/ not completed within stipulated period by the contractor.

31) Execution of agreement

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

- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.
- e) For additional Work Orders placed during the Contract duration, the bidder shall execute a separate agreement for the incremental value and duration. The Bidder shall also submit Performance Security against these work orders.

32) 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: -
 - i.) impede enforcement of any law.
 - ii.) affect the security or strategic interests of India.
 - iii.) affect the intellectual property rights or legitimate commercial interests of bidders.
 - iv.) 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 authorized to have access to such information.
- c) The procuring entity may impose on bidders, 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.

33) 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: -
 - i.) at any time prior to the acceptance of the successful Bid; or
 - ii.) after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - i.) 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;
 - ii.) 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.

34) Code of Integrity for Bidders

- a) Any bidder participating in procurement process shall
 - i.) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
 - ii.) Not misrepresent or omit information that misleads or attempts to mislead so as to obtain a

- financial or other benefit or avoid an obligation;
- iii.) Not indulge in any collusion, bid rigging or anticompetitive behavior to impair the transparency, fairness and progress of the procurement process;
- iv.) Not misuse any information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process;
- v.) Not indulge in 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;
- vi.) Not obstruct any investigation or audit of a procurement process;
- vii.) Disclose conflict of interest, if any; and
- viii.) Disclose any previous transgressions with any entity in India or any other country during the last three years or any debarment by any other procuring entity.

35) Interference with Procurement Process

A bidder, who: -

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

36) Appeals

- a) Subject to section 4 of RTPP Act, 2012, 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 this Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of ten days or such other period as may be specified in the pre-qualification documents, bidder registration documents or bidding documents, as the case may be, 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 section 27 of RTPP Act, 2012, 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) If the officer designated under sub-section (1) fails to dispose of the appeal filed under that sub-section within the period specified in subsection (3), or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed under sub-section (2), 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 fifteen days from the expiry of the 31 period specified in sub-section (3) or of the date of receipt of the order passed under sub-section (2), as the case may be.
- c) 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.
- d) 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 authorized representative.

First Appellate Authority

Secretary/ Principal Secretary, IT&C, Govt. of Rajasthan

Second Appellate Authority

Secretary, Finance (Budget) Department, Govt. of Rajasthan.

- e) Fee for filing appeal
 - (i) 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.
 - (ii) 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.
- f) Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint 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.

37) Risk & Cost Clause

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may be entitled to terminate the contract and procure the remaining unfinished goods, services, or works through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority. The Risk & Cost amount payable by the contractor or recoveries in lieu of Risk Purchase may be recovered from supplier by encashing/invoking Bank Guarantee, Security Deposits available with PE against the same or any other contract or may be adjusted against dues payable to supplier by PE against other purchase orders/contracts/work orders etc. by any unit/region etc. of PE.

38) Stay of procurement proceedings

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

39) Vexatious Appeals & Complaints

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

40) Offenses by Firms/ Companies

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

41) Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
 - (i) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - (ii) 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.

42) 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 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.

10. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Definitions

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

- a) “Contract” means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the successful/ selected bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d) “Day” means a calendar day.
- e) “Delivery” means the transfer of the Goods from the successful/ selected bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- f) “Completion” means the fulfilment of the related services by the successful/ selected bidder in accordance with the terms and conditions set forth in the Contract.
- g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the successful/ selected bidder is required to supply to the Purchaser under the Contract.

- h) “Purchaser” means the entity purchasing the Goods and related services, as specified in the bidding document.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other similar obligations of the successful/ selected bidder under the Contract.
- j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the Goods to be supplied or execution of any part of the related services is subcontracted by the successful/ selected bidder.
- k) “Supplier/ Successful or Selected bidder” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the successful/ selected bidder.
- l) “The Site,” where applicable, means the designated project place(s) named in the bidding document.

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

2) Interpretation

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

3) Language

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

4) Joint Venture, Consortium or Association

Joint venture, consortium, or association is not allowed in this bid.

5) Eligible Services

For purposes of this Clause, the term “services” includes include the services to be delivered by the selected bidder as per scope of work defined in this RFP.

6) Qualifications / Eligibility of Bidders

Any bidder participating in the procurement process shall -

- a) Possess the necessary professional, technical, financial and managerial resources and competence required by the bidding documents, pre-qualification documents or bidder registration documents, as the case may be.
- b) Not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons.
- c) 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;
- d) A bidder should not have a conflict of interest in the procurement in question as stated in rule 81 and the bidding documents. The procuring entity shall take appropriate actions against the bidder in accordance with section 11 and Chapter IV of the Act, if it determines that a conflict of interest has flawed the integrity of any procurement process.
- e) The bidder has to be a company/proprietor/LLP or partnership firm/ Society/Corporation/ Board etc. registered for this purpose under any Law/Act of Govt. of India/ Govt. of State. Supporting documentary evidence (Certificate of incorporation/ Registration, etc.) need to be enclosed.
- f) A bidder may be a natural person, private entity, government owned entity or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture. In the case of a Joint Venture: -
 - (i) all parties to the Joint Venture shall sign the bid and they shall be jointly and severally liable; and
 - (ii) a Joint Venture shall nominate a representative who shall have the authority to conduct all business for and on behalf of any or all the parties of the Joint Venture during the bidding process. In the event the bid of Joint Venture is accepted, either they shall form a registered Joint Venture company/firm or otherwise all the parties to Joint Venture shall sign the Agreement.
- g) A bidder debarred under section 46 shall not be eligible to participate in any procurement process undertaken by,- (a) any procuring entity, if debarred by the State Government; and (b) a procuring entity if debarred by such procuring entity.
- h) In case of procurement of goods, bidder must be a manufacturer, distributor or bona-fide dealer in the goods and it shall furnish necessary proof for the same. Where applicable, proof of authorization by the manufacturer or country distributor in India, shall be enclosed.
- i) Any other eligibility criteria like Experience, Turnover, Profitability, Net worth etc. may be incorporated taking in view the requirement of project or procurement subject.

7) 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.

8) Governing Law

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

9) Scope of Supply

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

10) Delivery & Installation

- a) Subject to the conditions of the contract, the completion of the services shall be in accordance with the

delivery and completion schedule specified in the bidding document.

- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission software/ system as per specifications within the specified delivery/ completion period at locations mentioned in the PO/ WO.

11) Supplier's/ Selected Bidder's Responsibilities

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

12) Purchaser's Responsibilities

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

13) 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 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.

14) Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of liquidated damages/ penalties, as applicable. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with RISL.
- c) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

15) Taxes & Duties

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

16) Copyright

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

17) Confidential Information

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

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

18) Sub-contracting

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

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

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to perform/ deliver the 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 delivery of services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in providing/ delivery of services is on account of hindrances beyond the control of the supplier/ selected bidder.
 - (i) The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period or is unable to maintain prorated progress in service delivery. This request shall be submitted as soon as a hindrance in delivery of services occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of services after which such request shall not be entertained.
 - (ii) The Purchaser shall examine the justification of causes of hindrance in the delivery of 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.
 - (iii) Normally, extension in delivery period of services in following circumstances may be considered without liquidated damages:
 - When delay has occurred due to delay in providing of information/ data by RISL or other departments as per terms of the contract.
 - (iv) If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued.

The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of services.

- (v) It shall be at the discretion of the concerned authority to accept or not to accept the supply of 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 services.
- (vi) If RISL is in need of the services rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with liquidated damages, the recovery shall be made on the basis of value of services (up to that milestone) which the supplier/ selected bidder has failed to deliver/ install/ complete:

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

- e) 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.

20) Patent Indemnity

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

expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual

21) Limitation of Liability

Except in cases of gross negligence or willful misconduct: -

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

22) Force Majeure

- a) The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default and to the extent that its delay in performance or other failure to perform its obligations under the Contract if the result is of an event of Force Majeure.
- b) For purposes of this Clause—Force Majeure means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

23) Change Orders and Contract Amendments

- a) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly 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.
- b) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

24) Termination

- a) Termination for Default -

The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or for breach of Contract, by Notice of default giving two weeks' time to the Supplier, may terminate the Contract in whole or in part

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 PE; or

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

If the supplier/ selected bidder/authorized partner, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.

If the supplier/ selected bidder commits breach of any condition of the contract.

If Procuring Entity terminates the contract in whole or in part, amount of PSD may be forfeited. In the event the Procuring Entity terminates the Contract in whole or in part, by Termination for Default, the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, the Goods , Services and Works similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any

additional costs for such Goods, Works or Related Services and such additional cost shall be recovered from the dues of the Supplier with the Procuring Entity.

b) Termination for Insolvency

PE 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 PE.

c) Termination for Convenience

The Contract may terminate, 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.

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.

The Goods that are complete and ready for shipment within twenty-eight (28) days after the suppliers/ 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: -

- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) 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.

25) 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) 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.

c) 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.
- d) 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 favor of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leaders, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
 - (ii) Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- e) 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.
- f) 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) On request by Procuring entity or its nominated agencies, the selected bidder shall 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.
- g) Training, hand-holding and knowledge transfer
 - (i) The selected bidder shall hold technical knowledge transfer sessions with designated technical team of RISL in the last 3 months of the project duration.
 - (ii) The selected bidder shall hold operational hand-holding sessions on the e-Sanchar 3.0 Application with the designated officers/staff members, so that RISL can continue with the e-Sanchar 3.0 Application even after Selected Bidder exits the project.

26) Settlement of Disputes

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

27) Verification of Eligibility Documents by RISL:

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

28) Jurisdiction

The jurisdiction in respect of all claims and matters arising under the contract shall be the courts situated in Jaipur, Rajasthan.

29) Provision in Conflict

If a clause or a provision or a term or a condition is in conflict with RTPP Act, 2012 and RTPP Rules, 2013, in this situation, provisions and rules of RTPP Act, 2012 and RTPP Rules, 2013 shall prevail.

11. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. Service Level Standards/ Requirements/ Agreement:

Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from successful bidder, in an efficient manner to the identified users under this tender. This section provides for minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. The successful bidder shall ensure provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels.

- a) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The bidder shall submit reports on all the service levels to the Purchaser in accordance with the specified formats and reporting periods and provide clarification, if required. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.
- b) The services provided by successful bidder shall be reviewed by RISL that shall
- c) Regularly check performance of the successful bidder against this SLR.
- d) Discuss escalated problems, new issues and matters still outstanding for resolution.
- e) Review of statistics related to rectification of outstanding faults and agreed changes.

- f) Obtain suggestions for changes to improve the service levels.

2. Service Level Requirement:

Below SLAs shall be applicable –

Phase 1- Development of new DMIS 2.0 Application and Migration of legacy data from DMIS 1.0

Phase 2 – Operation and Maintenance for New DMIS 2.0 Application

S.No.	Particulars	Details	Penalty
1.	• Application software bug fixing, issues received from departmental users/ emitra etc. (after Go-live of application software) in grievance redressal module	• Within 48 hours • More than 48 hours	• No Penalty • INR 1000/- per day per bug/issue
2.	• Manpower Absence/Non-Deployment of Manpower	• Absence of manpower without substitute after permitted limit of leaves • Non-Deployment of manpower as requirement mentioned in <u>Annexure-A</u>.	• INR 2000/- per day per manpower • INR 5000/- per day per manpower
3.	• Replacement in Manpower other than manpower leaving the company	• Till Go-Live of DMIS 2.0 • During period of O&M	• INR 20,000/- per manpower replaced • INR 10,000/- per manpower replaced
4.	• Development of DMIS 2.0 Application and Migration of legacy data from DMIS 1.0	• Within 10 months and 15 days • After 10 months and 15 days to 18 months • 18 months – 30 months	• No penalty • LD applicable on amount submitted in BoQ SNo.1. • 1% per month + • Applicable LD on BoQ SNo1.
5.	• Application Down*	• More than 1 hour	• INR 20000/- per hour

Note:

- 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 without any extra cost.
- New manpower induced should be same or of higher qualification.
- The replacement of resources by the bidder after deployment will be allowed (without penalty) only in case, the resource leaves the bidders' organization by submitting resignation with the present employer / Death / due to poor health condition of self / parents / wife / children (supported by certificate issued by a Doctor) etc. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- An absence of more than half an hour from the work place, without having permission from OIC shall be considered as absence from duty.
- * Application down penalty shall not be imposed if Application is down due to issues like n/w issue, administrative decisions etc. of RISL/RSDC.
- TSP has to deploy manpower within 20 days of signing of the agreement.

- g) *Any fraction of a month in the delay period for supply or maintenance services shall be ignored if it is less than half a month. However, a delay of 16 days or more shall be treated as a full month for the purpose of penalty calculation.*
- h) *Failure of the selected bidder to complete the development and deployment of the application within thirty (30) months from the date of commencement shall constitute a material breach of contract. In such cases, the Department may, at its sole discretion, blacklist the bidder and/or take any other legal, contractual, or administrative action as permissible under the RTPP Act, Rules, and applicable provisions.*

3. *Penalty Clause*

- a) The following Penalty conditions shall be incorporated in the SLA:
- b) The Penalty shall be calculated on a quarterly basis.
- c) The total deduction on account of penalties shall not exceed 10% of the total quarterly payment to be made to Technology Partner.
- d) Two consecutive quarterly deductions of penalty more than 10% 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.
- e) The penalties shall not be charged to Technology partner where the default is not attributable to him.

12. ANNEXURES:

1) Annexure-A: MINIMUM MANPOWER DEPLOYMENT

S.No.	Role	O&M after Go Live of DMIS 2.0 (All Onsite)
1.	Senior Developer	1
2.	Developer	2 #
3.	Technical Helpdesk	1
		4

Note –

- During the development and implementation phase of DMIS 2.0, the deployment of one Project Manager and one Business Analyst-cum-Project Coordinator is required on-site to ensure effective coordination with the department, facilitate requirement gathering, and support smooth project execution.
- # - Two developers shall be deployed for first two years of O&M phase and only one developer in third year.
- Minimum manpower to be deployed onsite equipped with required laptop/computer with necessary software licenses as per Annexure-A.
- During the development and O&M phase, Bidder shall provide all required computer hardware and software to the team deployed onsite/offsite in the project.
- Resources shall work onsite/offsite as per requirement of RISL/DMR&CD Department.
- Each resource deployed on the project shall be entitled for leave subject to upper limit of 15 in a year and maximum 2 in a month.
- TSP may deploy additional resources if required to meet timelines & deliverables without any extra cost.

Minimum Qualification of Resources to be deployed at RISL Jaipur:

S. No.	Role	Expected Qualification and Experience
1.	Project Manager	- B.E/ B.Tech/ MCA or higher degree in IT/CS/EC - Prince2/PMP/ITIL certified - Having at least 10 years of post-qualification relevant work experience in design and development of customized IT applications 10+ years of project management experience working through the design, development, release (SDLC) cycle delivering application software projects - Should have experience of working of at least 2 government projects. - Must have good understanding of Government Processes and IT automation initiatives in e-Governance Domain
2.	Business Analyst cum Project Coordinator	B. E/ B. Tech/ MCA/ M. Tech /MBA with at least 10 years of post-qualification relevant work experience in gathering of user requirements, system requirements and design, develop and prepare SRS/ FRS as Business Analyst, preferably in government. - Must have good inter-personal communication skills and documentation & presentation skills and advanced analytical and problem-solving skills, ability to work in team. Proficiency in Hindi and English language. - Should be able to communicate the user requirements and system requirements to the project team and stake-holders.

S. No.	Role	Expected Qualification and Experience
3.	Senior Developer	B. E/ B. Tech/ MCA/ M. Tech with at least 10 years of post-qualification and relevant work experience in software development as software developer, preferably in government. - Must have good inter-personal communication skills, documentation & presentation skills and advanced analytical and problem-solving skills, ability to work in team. Proficiency in Hindi and English language. - Should be able to perform design, development, testing, API integration.
4.	Developer	B. E/ B. Tech/ MCA/ M. Tech with at least 5 years of post-qualification and relevant work experience in software development as software developer, preferably in government. - Must have good inter-personal communication skills and documentation & presentation skills and advanced analytical and problem-solving skills, ability to work in team. Proficiency in Hindi and English language. - Should be able to perform design, development, testing, API integration.
5.	Technical Helpdesk	B. E/ B. Tech/ MCA/ M. Tech with at least 5 years of post-qualification and relevant work experience

2) Annexure-1: Cover Letter of The Bid

To

The Managing Director,

Raj COMP Info Services Limited (RISL),

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

Subject: Selection of Agencies (Empanelment and Rate Contract) for Providing IT/ITes/Software Development Services for Government of Rajasthan

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

Dear Sir,

- 1) Having examined the Tender, we, the undersigned, offer to propose for providing our bid for empanelment and rate contract for engagement of IT/ITes/Software Development services for Government of Rajasthan, in full conformity with the Letter of requirement.
- 2) We have read the provisions & confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our Bid shall not be given effect to.
- 3) We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification
- 4) We understand you are not bound to accept any proposal you receive.
- 5) Our correspondence details with regards to this Tender are:

S. No.	Information	Details
1	Name of Bidder	
2	Address of Bidder	
3	Name, Designation and Address of the contact person to whom all references shall be made regarding this Tender	
4	Telephone no. of contact person:	
5	Mobile no. of contact person:	
6	Fax no. of contact person:	
7	E-mail address of contact person:	

We hereby declare that our Bid response is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[BIDDER'S NAME]

Name

Title

Signature

Date

3) 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 / Suggestion / Clarification

Note: - Queries must be strictly submitted only in the prescribed format (.XLS/ .XLSX/.PDF). Queries not submitted in the prescribed format will not be considered/ responded at all by the procuring entity.

4) Annexure- 3 - Tender Form

[Reference No. Dated]]

Addressed To:

Name of the Tendering Authority	Managing Director Raj COMP Info Services Limited (RISL)
Address	First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan
Telephone	0141-2922304, 2928217
Fax	

Details of Firm

Name of Firm				
Name of Contact Person with designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm, Put Tick () mark	Public Limited	Public Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address / Website	Email:		Website:	
Fax. No.				
Mobile Number	Mobile:			
Certification / Accreditation / Affiliation, if any				

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

Date: _____ Name & Seal of the firm: _____
Authorized Signatory: _____



5) Annexure- 4 - Bidder's Authorization Certificate

{to be filled by the bidder}

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

[Reference No. Dated]

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorized Signatory: -

Seal of the Organization: -

Date: _____Place: _____

Please attach the board resolution / valid power of attorney in favor of person signing this authorizing letter.

6) Annexure- 5 - Self-Declaration

{To be filled by the bidder}

To,

Managing Director,

Raj COMP Info Services Limited (RISL), First
Floor, Yojana Bhawan, Tilak Marg, C-Scheme,
Jaipur (Rajasthan)

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 Govt. entity in India during the last three years
- e) does not have any debarment by any other Govt. procuring entity in India at the time of bid submission
- 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 debar
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of Bidder: - Authorized

Signatory: - Date: _____

Place: _____

7) Annexure- 6 - Financial Bid Cover Letter & Format

(To be filled by the bidder in BoQ (.XLS file) on eProc website with a cover letter on his Letter head)

COVER LETTER

To,

Managing Director,

Raj COMP Info Services Limited (RISL), First

Floor, Yojana Bhawan, Tilak Marg, C-Scheme,

Jaipur (Rajasthan)

[Reference 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/ services as mentioned in the Scope of the work, Bill of Material, Service Level Standards & in conformity with the said bidding document for the same.

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

I / We undertake, if our bid is accepted, to deliver the services 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: Seal of

the organization: Name:

Designation:

8) Annexure- 7 – BoQ- Financial Bid Format (To be entered in eProcurement Portal only)

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.

Name of Work: Selection of Technology Partner for Design, Development and Operation & Maintenance (FMS) of Disaster Management Information System-2.0 (DMIS 2.0)

S. No.	Item Description	Qty	Unit	Unit Rate including all incidental charges, taxes, levies and duties but excluding GST (in INR)	GST for unit rate (In INR)	Unit Rate inclusive of GST (in INR)	Total Amount including all taxes (in INR)
A	B	C	D	E	F	G=(E+F)	H=C*G
Development of DMIS 2.0: Design, Development, Testing, Training, Deployment, Data Migration, Go-Live of Web Portal, Web Application and Mobile Application of DMIS 2.0. (Time Period: 9 months)							
1.	Development Cost of DMIS 2.0 & Migration of Legacy data from DMIS 1.0	1	Lump sum				
Support and Maintenance for DMIS 2.0: Support & Maintenance post Go-Live of all modules of DMIS 2.0 (Time Period: 3 Years)							
2.	O&M (FMS) Cost of DMIS 2.0	12	Quarter				
3. TOTAL PROJECT COST INCLUDING ALL TAXES (IN FIGURES) (H1+H2)							

Note:

- 1) Taxes shall be paid as applicable
- 2) The bidder is required to provide costs for all line items mentioned in the BOQ. If costs have not been provided for any line item, the financial bid will not be considered as valid.
- 3) Cost of any additional tools required to prove the functionality as per RFP & Scope of Work is to be included in item no. 1 and not separately. No Additional cost will be claimed by the bidder.
- 4) The L1 bidder shall be evaluated based on the composite rate of all the values of the items Serial No. 3 of the above Financial BoQ.

9) Annexure- 8 - Bank Guarantee Format – BID SECURITY

{to be submitted by the bidder's bank}

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

Sir,

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

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to

<Rs. (Rupees <in words>)> in respect to the NIB Ref. No. dated issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur, Rajasthan (hereinafter referred to as "RISL") by a Bank Guarantee from a Nationalized 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 Nationalized 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:

10) Annexure- 9 - Bank Guarantee Format – Performance Security (PBG)

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

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



(Rupees. only).

9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
10. We.....(Indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's

Seal The above performance Guarantee is accepted by the RISL

For and on behalf of the RISL

Signature

(Name & Designation)

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.

11) Annexure- 10 - Draft Agreement Format

This Contract is made and entered into on this day of _____, 2026 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C- Scheme, Jaipur- 302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

This agreement is being executed on behalf of M/s (Concerned Department) _____, to procure defined goods and services, RISL is acting merely as a Pure Agent who neither intends to hold or holds any title to the goods and services being procured or provided. So all the goods and services are required to be delivered in the name of M/s (Concerned Department) _____ along with invoices of supplied items/ services, although payment will be made by RISL on behalf of said department/ company.

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this

contract and are binding on both the parties executing this contract.

2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be affected from the date of work order i.e. _ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the service delivery period, the recovery shall be made as defined in-Service Level standards/Requirements/Agreement at the recovery shall be made on the basis of following percentages of value of items/goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete:

S. 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%

Note:

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

In witness where of the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of ___, 202_.

Signed By:	Signed By:
Designation:	(Authorized Signatory)
Company:	RISL
In the presence of:	In the presence of:



Designation: Company:	Designation: RISL
Designation: Company:	Designation: RISL

12) Annexure- 11 - Format For Submission of Project References

[Reference No. Dated.....]

Project Name:	Value of Contract/Work Order (In INR):
Country: Location within country:	Project Duration:
Name of Customer:	Total No. of staff-months of the assignment:
Contact person with address, phone, fax and e- mail:	Approx. value of the services provided by your company under the contract (in INR):
Start date (month/year): Completion date (month/year):	
Name of associated Bidders, if any:	
Narrative description of Project:	
Scope of work (including the details of modules implemented if applicable)	

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

Date:

Authorized Signatory: Seal of
the Organization Name:

Designation:

13) Annexure- 12 - Format for CVs Of Key Profiles

1.	Proposed Position			
2.	Name of Firm:			
3.	Name of Staff:			
4.	Date of Birth			
5.	Total Experience:			
6.	Mobile:			
7.	Email:			
8.	Education			
	Name of Institution	Degree(s) or Diploma(s) obtained:	Date	
9.	Membership in Professional Associations /Societies			
10.	Summary of Key Trainings			
11.	Countries of Work Experience:			
	India / Other			
12.	Languages Proficiency			
	Language	Read	Write	Speak
	English			
	Hindi (Native)			
13.	Employment Record: (Overall _____years)			
	From	To	Employer	Positions Held
1				
14.	Highlights of the Assignments handled and Significant accomplishments			
A	Name of Assignment or Project			
	Year:			
	Location:			
	Client:			
	Main Project Features:			
	Position Held			
	Activities Performing			



15.	Certification	
	I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged. <Name of Applicant> Month YYYY (Signature of staff Member or authorized representative of the staff)	

Sign & Seal of HR

Signature of Employee



14) Annexure- 13 - Certificate of Conformity/ No Deviation

{To be filled by the bidder}

-

To,

Managing Director,

RajCOMP Info Services Limited (RISL), First

Floor, Yojana Bhawan, Tilak Marg, C-Scheme,

Jaipur (Rajasthan)

[Reference No. Dated]

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 chapter 4 of RFP, to meet the desired Standards set out in the Tender/ bidding Document.

Thanking you,

Name of the Bidder: -

Authorized Signatory: - - Seal of

the Organization: - Date: ____

Place: _____

15) Annexure- 14 - Technical Proposal

This section shall present bidders' proposed solution meeting technical and functional requirements outlined in this RFP document. Bidders are required to present sound, complete, and competent technical and functional architecture solution and are expected to address the various technical / functional parameters mentioned in this RFP document in their proposed solution. The solution description shall minimally include the following

- a) Bidder's understanding of the requirements as stated in the RFP. Compliance to all the functional requirements as specified in the RFP.
- b) Detailed Solution design: Shall be presented in the following format
 - Project Governance and reporting structure
 - Development approach, methodology and plan
 - Application Integration Strategy and plan
 - Testing approach, methodology and plan
 - Training and Change management approach, methodology and plan including Training schedule, content and handouts, trainer's profile, batch size and infrastructure plan
 - User Adoption Strategy
 - Details of Deliverables along with timelines
 - Detailed Work plan and Staffing Plan

The Bidder shall provide a detailed project plan with timelines, resource allocation, milestones etc. in Microsoft Project/Excel format for carrying out the scope of work activities.

The project plan shall clearly indicate the deliverables at each milestone in the project and staffing deployment of all resources.

Work plan:

No	Activity/Deliverable										
		1	2	3	4	5	6	7	8	9	N
1											
2											
n											

Staffing Plan:

No	Name of Staff	Staff Input In Weeks (Bar Chart)											Total Staff Man Month Proposed	Key Responsibilities /Tasks
1		1	2	3	4	5	6	7	8	9	n			
2														

3				
4				
n				

Team Composition and Task Assignments

The Bidder shall provide the summary table of details of the manpower that will be deployed on this project in following format along with detailed CVs of key personnel in format provided in [Annexure-12](#) ("Detailed CV format for proposed staff").

Resource Category	Proposed number of staffs	Qualification	Experience	Name	Area of expertise	Position Assigned	Task Assigned

Date:

Authorized

Signatory:

Seal of the

Organization:

Name:

Designation:



16) Annexure- 15 - Certificate for Prior Registration for Public Procurement

To, {Procuring entity},

Reference: NIB No. _____ dated __ (Unique Bid No.: _____)

I {Name/ Designation} have read the Rule 13 of the Rajasthan Transparency in Public Procurement (RTPP) Rules, 2013 and Government of Rajasthan Notification No. F.2(1) FD/G&T-SPFC/2017 dated 01.01.2021, 15.01.2021 and 30.03.2021 regarding prior registration with Industries department for bidders with beneficial ownership from countries sharing land border with India, for participation in any public procurement in the State.

I certify that this bidder/OEM {Name and address of the bidder} is not from such a country which shares land border with India or with beneficial ownership from such country.

OR

I certify that this bidder/OEM {Name and address of the bidder} from such a country which shares land border with India or with beneficial ownership from such country has been registered with the Competent Authority. Evidence of valid registration by the Competent Authority has been attached herewith.

I hereby certify that this bidder/OEM fulfils all requirements in this regard and is eligible to be considered.

Thanking you,

Name of the Bidder: - Authorized

Signatory:

Seal of the Organization: - Date:

Place:

*Please strikeout which is not applicable

17) Annexure- 16 - 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:
- b. Official address, if any:
- c. Residential address:

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

18) Annexure- 17 - General Features of Web Based Application

The general features of the web portal are as below:

- (1) The Bidder will use industry standard methodology for Software Engineering, covering the entire SDLC (Software Development Life Cycle).
- (2) **Web Based:** The DMIS 2.0 application will be a web-based application.
- (3) **Browser Independent:** The application software should be web enabled so that the same can be accessed by applicants from anywhere, anytime. The software should be compatible with all popularly used browsers.
- (4) **Audit Trail:** The application software should provide for proper audit trail for any change made in the data. The software should be capable to store IP addresses, date and time stamp. The system should maintain proper logs of any changes made in the data. All deleted and edited records should be traceable and copy of all editions/ deletions should be available with MIS reporting of the same.
- (5) **Validation Checks:** The application software should incorporate proper validation checks so that garbage data is not entered in the database. The validation checks should be able to minimize data entry mistakes.
- (6) **Security:** The application should be designed and developed by incorporating security features as per the best industry practices. To maintain information security at transaction level, application should support HTTPS. The website should be SSL enabled so as to enable integration with payment gateway of various banks. The specific elements of the application should be provided access to authorized personnel. Wherever required the data should be encrypted. The bidder shall, to the extent relevant and possible, be guided by the standard information systems security policies and guidelines or suitable Industry standards. Appropriate access and authorization controls should be incorporated into the software. The bidder should also provide configurable User and Role-based security for the Menu Options of the application. Individual user will be protected with access rights. Individual users should not be able to access data of other users

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

- Definition of Roles and Users
 - Define role-wise add/edit/view/delete rights for each entry form/report in all modules
 - Digital time and user stamping of each transaction
- (7) **Transaction Accuracy & Consistency:** The application software should ensure accuracy and consistency of data in database and reports. The transaction accuracy would be measured from the number of reported errors vis-à-vis number of transactions. The transaction data should meet ACID property. The software should maintain 100% data accuracy and consistency.
 - (8) **Bilingual User Interface:** The application software should have a user-friendly interface. Web portal/application & mobile application should support Unicode standard based Bi-lingual versions for user interface. The users should see the labels and captions on selected language, the System Integrator must translate, at its own, the equivalent State specific local language Captions for the English version (without altering the meaning) of the Web Portal and the same must be submitted to RISL for approval before implementation/ uploading or vice-versa.
 - (9) **Safe to Host Certificate:** Bidder will be responsible for safe to host and VAPT for DMIS 2.0 Web portal for entire project duration.
 - (10) **Digital Signature:** The software should facilitate digital signing of data by verifier on data entered by end-user.
 - (11) **Adherence to Guidelines:** The web enabled application software should comply with the guidelines issued by DoIT&C, Govt. of Rajasthan for development of websites & portals available at <https://doitc.rajasthan.gov.in> and Guidelines for Indian Government Websites (GIGW) issued by Department of Information Technology (DIT), Government of India (GoI) & available at <https://doitc.rajasthan.gov.in>. The Bidder will be responsible for the development of dynamic content and feature rich Web portal for the state government.
 - (12) **Version Control & Archiving:** The Bidder would be required to provide version control and archiving facility as strict

version control is necessary for legal accountability, backup. A simple but powerful interface must be provided for these features viz. date-based snapshots, version comparing etc. Check in and checkout ability is therefore an essential component of content management. Versioning should also allow contributors to know whether they are working with the latest version and allow them to merge changes made in separate versions when needed. Patches should be made available to the enrolment agencies on the software as and when any bugs or otherwise requirement is felt. Proper version of patches should also be maintained by the team of Bidder.

- (13) **Interoperability:** The ability to have applications and computers from different sources and platforms work seamlessly together on and across networks can be a key to sharing resources and reduction in long-term development costs. Bidder will ensure interoperability of the solution proposed.
- (14) **Microservices:** It is also known as the microservice architecture - is an architectural style that structures an application as a collection of services that are i) Highly maintainable and testable ii) Loosely coupled iii) Independently deployable iv) Organized around business capabilities v) Owned by a small team. The microservice architecture enables the rapid, frequent and reliable delivery of large, complex applications. It also enables an organization to evolve its technology stack.

19) Annexure- 18 - Undertaking of Successful Handover/Taken Over During Exit Management

To,

{Procuring entity},

I/ We {Name/ Designation} hereby declare/ undertake that we have handed over all the necessary deliverables as per the exit management plan (RFP clause 22 of chapter 5) in the right earnest and to the best of our abilities. We also undertake that, if any gaps/misses are observed within next 1 year of contract expiry related to this handover, the same would be provided by us immediately without any financial cost to RISL.

Thanking you,

Name of the Bidder: -

Authorized Signatory: Seal of

the Organization: - Date:

Place:

20) Annexure- 19 - Checklist for SRS Document:

- ✓ **Project Overview:** Brief overview of the software being specified, including key goals and objectives.
- ✓ **Purpose:** Explain why the software is being developed. Limitations of the Existing System and intended benefits stakeholder wise in proposed system
- ✓ **Scope:** Define the software's boundaries, including high-level functionality and business needs.
- ✓ **Definitions, Acronyms, and Abbreviations:** List all relevant terms and abbreviations used in the document.
- ✓ **Organization Structure:** Describe the structure of the organization.
- ✓ **Product Features** – for the entire applications proposed.
 - Proposed Master Inputs with Wireframe design
 - Transactions Screen with Wireframe design
 - Processing Logic calculations if any
 - Proposed Workflow logic
 - Output Reports with the sample layout, Grouping, display order and Filter Criteria
- ✓ **Generic Features of the Application**
 - Department Configuration
 - User Management
 - Role Management
 - Issue Tracking System
 - Logs of all Master / Transactions / Reports for CRUD operations
 - Web Services / API Integrations
 - Online User Manual
- ✓ **Training Plan**
- ✓ **Data Migration Plan**
- ✓ **Security Measures**
- ✓ **Assumptions and Dependencies:** Highlight external assumptions and any dependencies for system functionality.
- ✓ **System Requirements**
- ✓ **Hardware Requirements:** Specify the hardware necessary for system operation IT Compute, Network and Storage details
- ✓ **Software Requirements:** Define any system, application, or middleware dependencies.
- ✓ **Network Requirements:** Include connectivity requirements like bandwidth and protocols.
- ✓ **Database Requirements:** Define the structure and requirements for storing data.
 - Requirement Report for DC and DR – for Testing, Staging and Production environments.
 - Legal and Regulatory Requirements: Include compliance with laws, policies, or regulations.
 - Standards Compliance: Reference to any standards the system must adhere to (e.g., ISO, IEEE).
- ✓ **Approval and Sign-off:** Document approval from stakeholders or authorities to finalize the SRS.

21) Annexure- 20 - Checklist for FRS Document

- ✓ **Project Overview:** Provide a high-level description of the project, its goals, and its context.
- ✓ **Purpose:** Clearly define the purpose of the Functional Requirements Specification document.
- ✓ **Scope:** Describe the boundaries and objectives of the software or system.
- ✓ **Definitions, Acronyms, and Abbreviations:** Define key terms and provide explanations for technical jargon.
- ✓ Module Wise Database Table Design
- ✓ Module Wise Stored Procedures
- ✓ For all the (Purpose / Module used Name / Table Name / Stored Proc. Used / Triggers)
 - Master
 - Transactions and
 - Reports
- ✓ Data Flow Diagram – Context Diagram, figure 1 to 5 (all levels)
- ✓ **Data Models:** Provide entity-relationship diagrams or similar models.
- ✓ In the Entire Source Code Comments there should be indicating
 - Date of creation
 - Purpose of Creation
 - Called From
 - Any other information
- ✓ Technical Analysis Document -
- ✓ **Use Case Diagrams:** Provide graphical representations of interactions between users and the system.
- ✓ **Functional Hierarchy Diagrams:** Define the breakdown of system functions.
- ✓ **External Interface Requirements:** Define interactions with external systems, hardware, or software.
- ✓ **Product Features** – for the entire applications.
 - Master Inputs with Screens
 - Transactions Screen with Screens
 - **Business Rules** - Processing Logic calculations if any
 - Proposed Workflow logic
 - Output Reports layout, Grouping, display order and Filter Criteria
- ✓ Generic Features of the Application
 - Department Configuration
 - User Management
 - Role Management
 - Issue Tracking System

- Logs of all Master / Transactions / Reports for CRUD operations
 - Web Services / API Integrations
 - Online User Manual
- ✓ **Scalability Requirements:** Describe how the system should handle growth or increased load.
- ✓ **Other Details**
- **Data Security:** Outline measures to secure sensitive data.
 - **User Authentication:** Define methods for verifying user identity.
 - **Authorization Levels:** Specify access permissions for different user roles.
 - **Audit Trails:** Include requirements for logging system activities for security and compliance.
 - **Error Handling:** Outline how the system should detect and recover from errors.
 - **Document Version History:** Track changes with version numbers, dates, and descriptions.
- ✓ **System Requirements**
- **Hardware Requirements:** Specify necessary hardware components for the system.
 - **Software Requirements:** Detail dependent applications, operating systems, or development tools.
 - **Network Requirements:** Outline bandwidth, protocols, and connectivity expectations.
 - **Data Storage Requirements:** Define specifications for data storage solutions.
 - **Data Retention Policies:** Include rules for data archiving and deletion.
- ✓ **Compliance Requirements**
- **Legal and Regulatory Compliance:** Address laws, policies, and regulations that the system must follow.
 - **Standards Adherence:** Define adherence to industry standards (e.g., ISO, IEEE).

22) Annexure- 21 - Illustration / Example for Quality Cum Cost Based Selection (QCBS)

- The QCBS calculation formulae of selection method is as below: -

QCBS Calculation Formula:

$$[[X_t(T/T_{high} \times 100) + X_f(C_{low}/C \times 100)]]$$

Where,

T = Total Technical Score awarded to the bidder

T_{high} = Highest Technical Score achieved for the bid

C = Price offered by the Bidder

C_{low} = Lowest Price offered

X_t = Weightage of the technical evaluation = 60%

X_f = Weightage of the financial evaluation = 40%

STAGE 1: TECHNICAL EVALUATION CRITERIA

Bidder details	Technical Mark Obtained (T)	Technical Bid	Comment
Bidder1	92	Accepted	T_{high}
Bidder2	85	Accepted	
Bidder3	55	Rejected*	
Bidder4	75	Accepted	

*Since the eligible technical score should be 70 & above, hence bidder 3 is disqualified.

Conversion of Technical Marks to normalized technical Score.

Bidder details	Technical Score based on Comparison with highest technical Score (T/T _{high})	Normalized Technical Score (T/T _{high} * 100)
Bidder1	92/92	100
Bidder2	85/92	92.39
Bidder4	75/92	81.52

T_{high} = Highest Technical Score, T = Technical Score of the Bidder

STAGE 2: FINANCIAL EVALUATION CRITERIA

Bidder details	Financial Bid Amount (C)	Comment
Bidder1	1,100	
Bidder2	1,050	C_{low}
Bidder4	1,150	

Conversion of financial bid amount to score

Bidder Details	Financial Score based on Comparison with lowest financial bid (C _{low} /C)	Normalized Financial Score (C _{low} /C) * 100
Bidder1	1050/1100	95.45
Bidder2	1050/1050	100
Bidder4	1050/1150	91.30

C = Price offered by the Bidder, C_{low} = Lowest Price offered

CONSOLIDATED NORMALIZED TECHNICAL & FINANCIAL SCORE

Bidder Details	Normalized Technical Score	Normalized Financial Score
Bidder 1	100	95.45
Bidder 2	92.39	100
Bidder 4	81.52	91.30

Quality cum Cost Based Selection (QCBS) with Weightage 60:40

Bidder Details	Applying weights for the Technical Score & Financial Score	QCBS	Rank of the Bidder
Bidder1	$100 \times (60/100) + 95.45 \times (40/100)$	98.18 (60+38.18)	H1
Bidder2	$92.39 \times (60/100) + 100 \times (40/100)$	95.43 (55.43+40)	H2
Bidder4	$81.52 \times (60/100) + 91.30 \times (40/100)$	85.43 (48.91+36.52)	H3

Result of Bid= H1 bidder is "Bidder 1". The contract shall be awarded to "Bidder 1".

-xxx END OF DOCUMENT xxx---