**Final Request for Proposal (RFP) Document for**

“Performance Monitoring, Maintenance and Enhancement of State e-Mitra Application”

for

Department of Information Technology & Communication, Government of Rajasthan,

IT Building, Yojana Bhawan, Jaipur

---

**NIT No:** F5(678)/DoIT/Tech/12/6419  
**dated 07/11/2012**

<table>
<thead>
<tr>
<th><strong>Mode of Bid Submission</strong></th>
<th>Online through eProcurement/ eTendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Tendering Authority/ Purchaser</strong></td>
<td>Secretary &amp; Commissioner, DoIT&amp;C, Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</td>
</tr>
<tr>
<td><strong>Date &amp; Time of Pre-bid meeting</strong></td>
<td>19/11/2012 at 04:00 PM</td>
</tr>
<tr>
<td><strong>Last Date &amp; Time of Submission of eBid</strong></td>
<td>10/12/2012 at 03:00 PM</td>
</tr>
<tr>
<td><strong>Date &amp; Time of Opening of Technical eBid</strong></td>
<td>10/12/2012 at 05:00 PM</td>
</tr>
</tbody>
</table>

**Cost of E-Tender Document:** Rs. 400/- (Rupees Four Hundred Only)

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

---

**Department of Information Technology & Communications (DoIT&C)**

2nd Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Phone: 0141-2224855  
Fax: 0141-2222011  

Web: [http://doitc.rajasthan.gov.in](http://doitc.rajasthan.gov.in)
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## ABBREVIATIONS & DEFINITIONS

<p>| <strong>Authorised Signatory</strong> | 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. |
| <strong>Bidder</strong> | &quot;Bidder&quot; means any firm/ agency/ company/ contractor/ supplier/ vendor responding to Invitation for Bids and which is participating in the eBid. Also called offeror or quoter. |
| <strong>CMC</strong> | Contract Monitoring Committee |
| <strong>Contract</strong> | &quot;The Contract&quot; means a legally enforceable agreement entered into between DoIT&amp;C and the selected bidder(s) with mutual obligations. |
| <strong>Contract/ Project Period</strong> | The Contract/ Project Period shall commence from the date of signing of Contract agreement till three (3) Years of Performance Monitoring, Maintenance &amp; Enhancement Services after commissioning of the project. |
| <strong>CSC</strong> | Common Services Centres |
| <strong>CSC Scheme</strong> | The Common Services Centres (CSC) Scheme refers to the Scheme envisioned by the Government of India (GoI), as a component of the National e-Governance Plan (NeGP). The CSC Scheme envisages setting up of more than 1,00,000 e-enabled kiosks across the country and 6626 in the State of Rajasthan only in Rural areas. |
| <strong>Day</strong> | “Day” means a calendar day as per GoR/ GoI. |
| <strong>DeGS</strong> | District e-Governance Society |
| <strong>DoIT&amp;C</strong> | Department of Information Technology and Communications, Government of Rajasthan. |
| <strong>District Administration</strong> | District Collector or a Society constituted under the Chairmanship of District Collector (or any other department of State as the context indicates) in each of the 33 districts, entrusted with the responsibilities of facilitating and monitoring implementation and operation of the e-Mitra Scheme and the e-Governance mechanism in respective districts. |
| <strong>EMD</strong> | Earnest Money Deposit. |
| <strong>e-Mitra Scheme/Project</strong> | The e-Mitra Scheme (Project which includes operation of the ICT based Kiosks refers to the Scheme envisioned by the Government of Rajasthan, as a component of the e-Governance Plan. The e-Mitra Scheme envisages setting up of e-enabled kiosks across the Rajasthan state in urban areas. |</p>
<table>
<thead>
<tr>
<th><strong>e-Mitra Centre</strong></th>
<th>Name of the existing Citizen’s Service Centres set up predominantly in Urban areas in Rajasthan under the prevailing e-Mitra Scheme</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GF&amp;AR</strong></td>
<td>General Finance &amp; Accounting Rules</td>
</tr>
<tr>
<td><strong>GoI/ GoR</strong></td>
<td>Govt. of India/ Govt. of Rajasthan</td>
</tr>
<tr>
<td><strong>ICT</strong></td>
<td>Information and Communication Technology.</td>
</tr>
<tr>
<td><strong>INR</strong></td>
<td>Indian Rupee</td>
</tr>
<tr>
<td><strong>ISI</strong></td>
<td>Indian Standards Institution</td>
</tr>
<tr>
<td><strong>ISO</strong></td>
<td>International Organisation for Standardisation</td>
</tr>
<tr>
<td><strong>IT</strong></td>
<td>Information Technology</td>
</tr>
<tr>
<td><strong>LD</strong></td>
<td>Liquidated Damages</td>
</tr>
<tr>
<td><strong>LoI</strong></td>
<td>Letter of Intent</td>
</tr>
<tr>
<td><strong>LSP</strong></td>
<td>Local Service Provider will be selected through competitive bidding for Entire State. The LSP will set up and manage the e-Mitra kiosks in urban areas</td>
</tr>
<tr>
<td><strong>MoU</strong></td>
<td>Memorandum of Understanding</td>
</tr>
<tr>
<td><strong>NeGP</strong></td>
<td>National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.</td>
</tr>
<tr>
<td><strong>NIT</strong></td>
<td>Notice Inviting E-Tender.</td>
</tr>
<tr>
<td><strong>PAN</strong></td>
<td>Permanent Account Number</td>
</tr>
<tr>
<td><strong>PBG</strong></td>
<td>Performance Bank Guarantee</td>
</tr>
<tr>
<td><strong>PC</strong></td>
<td>Procurement/ Purchase Committee</td>
</tr>
<tr>
<td><strong>Project Site</strong></td>
<td>“The Project Site”, wherever applicable, means the designated place or places.</td>
</tr>
<tr>
<td><strong>PSD/ SD</strong></td>
<td>Performance Security Deposit/ Security Deposit</td>
</tr>
<tr>
<td><strong>Tendering Authority</strong></td>
<td>Tendering Authority” means Secretary &amp; Commissioner, DoIT&amp;C.</td>
</tr>
<tr>
<td><strong>RISL</strong></td>
<td>RajCOMP Info Services Limited</td>
</tr>
<tr>
<td><strong>RSDC</strong></td>
<td>Rajasthan State Data Centre, New IT Building, Jaipur</td>
</tr>
<tr>
<td><strong>SCA</strong></td>
<td>Service Centre Agency selected through competitive bidding. The SCA will set up and manage the CSC kiosks.</td>
</tr>
<tr>
<td><strong>SDA</strong></td>
<td>State Designated Agency for CSC Scheme (DoIT&amp;C)</td>
</tr>
<tr>
<td><strong>Services</strong></td>
<td>“Services” means the services to be delivered by the successful bidder and as required to run the project successfully as per the Contract.</td>
</tr>
</tbody>
</table>
Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLA</td>
<td>Service Level Agreement</td>
</tr>
<tr>
<td>State Government</td>
<td>Government of Rajasthan</td>
</tr>
<tr>
<td>TIN</td>
<td>Tax Identification Number</td>
</tr>
<tr>
<td>TPA</td>
<td>Third Party Auditors</td>
</tr>
<tr>
<td>VAT/ CenVAT</td>
<td>Value Added Tax/ Central VAT</td>
</tr>
<tr>
<td>VLE</td>
<td>Village Level Entrepreneur</td>
</tr>
<tr>
<td>WO/ PO</td>
<td>Work Order/ Purchase Order</td>
</tr>
<tr>
<td>G2C</td>
<td>Government to Citizen</td>
</tr>
<tr>
<td>B2C</td>
<td>Business to Consumer</td>
</tr>
<tr>
<td>B2B</td>
<td>Business to Business</td>
</tr>
</tbody>
</table>
1. **INVITATION FOR BIDS (IFB) & NOTICE INVITING e-TENDER (NIT)**

1) DoIT&C invites electronic bid (eBid)-(Technical and Financial) proposals from reputed, competent and professional Information Technology (IT) Firms, who meet the minimum eligibility criteria as specified in this bidding document for Performance Monitoring, Maintenance and Enhancement of State e-Mitra Application for a period of three (3) years as detailed in the section titled “scope of work” of this RFP document.


3) Bidders who wish to participate in this bidding process must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).

4) 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.

5) A single-stage selection procedure shall be adopted. Bidders will be required to submit their Technical and Financial Proposals in two separate envelopes, along with a Cover-Letter as prescribed in this bid document. The first part will consist of Technical Proposal and the second part will consist of Financial Proposal.

6) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for E-Tender Fees, RISL Processing Fees and EMD should be submitted physically at the office of Tendering Authority as prescribed in NIT and scanned copy of same should also be uploaded along with the technical bid/ cover.

7) DoIT&C will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.

8) Bidders are also advised to refer “Bidders Manual Kit” available at eProc website for further details about the e-Tendering process.

9) Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur

10) Please note that a pre-bid meeting of prospective bidders, who have purchased the e-Tender/bidding document, is scheduled as per the details specified in Notice Inviting E-Tender (NIT) below. The objective of this meeting is to address the queries of the prospective bidders related to the Project/ Bidding document.

11) No contractual obligation whatsoever shall arise from the RFP/ bidding process unless and until a formal contract is signed and executed between the tendering authority and the successful bidder(s).

12) DoIT&C disclaims any factual/ or other errors in this document (the onus is purely on the individual bidders to verify such information) and the information provided herein are intended only to help the bidders to prepare a logical bid-proposal.
NOTICE INVITING e-TENDER

DoIT&C, GoR invites electronic bids/ proposals from the eligible bidders for the Performance Monitoring, Maintenance and Enhancement of State e-Mitra Application for a period of three (3) years. The details are as under:

<table>
<thead>
<tr>
<th>Project</th>
<th>Performance Monitoring, Maintenance and Enhancement of State e-Mitra Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost of E-Tender Document (non-refundable)</td>
<td>Rs 400/- (Rs. Four Hundred only)</td>
</tr>
<tr>
<td>RISL Processing Fee (non-refundable)</td>
<td>Rs 1,000/- (Rs One Thousand only)</td>
</tr>
<tr>
<td>Estimated Project Cost</td>
<td>Rs 2,00,00,000/- (Rs One Crore only)</td>
</tr>
<tr>
<td>Earnest Money Deposit (EMD)</td>
<td>Rs 2,00,000/- (Rs Two Lakhs only)</td>
</tr>
<tr>
<td>RFP Download Start Date/ Time</td>
<td>08/11/ 2012, 12:30 PM onwards</td>
</tr>
<tr>
<td>Date, Time &amp; Venue of Pre-Bid Meeting</td>
<td>19/11/ 2012 at 04:00 PM Committee Room, DoIT&amp;C Second Floor, IT Building, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</td>
</tr>
<tr>
<td>eBid submission Start Date/ Time</td>
<td>30/ 11/ 2012, 04:00 PM onwards</td>
</tr>
<tr>
<td>RFP Download End Date/ Time</td>
<td>10/ 12/ 2012 at 01:00 PM</td>
</tr>
<tr>
<td>eBid submission End Date/ Time</td>
<td>10/ 12/ 2012 at 03:00 PM</td>
</tr>
<tr>
<td>Submission of E-Tender Fee, EMD, and Processing Fee</td>
<td>Upto 01:00 PM on Dec 10, 2012</td>
</tr>
<tr>
<td>Technical Bid Opening Date/ Time</td>
<td>10/12/ 2012 at 05:00 PM</td>
</tr>
<tr>
<td>Financial Bid Opening Date/ Time</td>
<td>Will be intimated later to the Technically qualified bidders</td>
</tr>
<tr>
<td>Bid &amp; EMD Validity</td>
<td>120 Days from the date of bid submission</td>
</tr>
</tbody>
</table>

* In case, any of the bidders fails to physically submit the Banker’s Cheque/ Demand Draft for E-Tender Fee, EMD, and RISL Processing Fee up to 01:00 PM on 10/12/ 2012 its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft for E-Tender Fee and EMD should be drawn in favour of “Secretary & Commissioner, DoIT&C” and the RISL Processing Fee in favour of “Managing Director, RajCOMP Info Services Ltd.” payable at “Jaipur” from any Scheduled Commercial Bank.

Date: Nov 06, 2012

Secretary & Commissioner
Department of IT&C, Govt. of Rajasthan
Jaipur (Rajasthan)
2. **PROJECT PROFILE & BACKGROUND INFORMATION**

2.1 The Department of Information Technology and Communication (DoIT&C) is the nodal department in the Government of Rajasthan implementing various e-Governance initiatives in the state of Rajasthan. E-Mitra and Common Service Center (CSC) are the flagship projects of the Government of Rajasthan.

2.2 E-Mitra and CSC are projects using ICT based kiosks for efficient, effective, accountable and transparent delivery of G2C and B2C services to urban and rural citizens in all 33 Districts of Rajasthan. The projects are being run using Public-Private Partnership (PPP) model. E-Mitra kiosks are operational in Urban areas and CSC kiosks are operational in rural areas. Services are provided through around 4500 CSC and e-Mitra kiosks. Kiosks are usually open between 8:00 AM to 8:00 PM, throughout the year.

2.3 The kiosks provide a wide range of citizen friendly Services of different Government departments under one roof so that the citizens do not have to run around various government departments. The services are provided through internet based application by the kiosk entrepreneurs.

2.4 The e-Mitra kiosks have been established through Local Service Providers (LSP’s) and CSC kiosks have been established by Service Center Agencies (SCAs) who are the private partners under these schemes.

2.5 To implement the projects across the State, the State Government has established District e-Mitra Societies / District e-Governance Societies at each District under the chairmanship of respective District Collector.

2.6 The CSC and e-Mitra kiosks are government authorized kiosks

2.7 The types of services offered through the kiosks include:
   a. Payment Collection
   b. Submission of Application Form
   c. Submission of Grievances/ Information Retrieval
   d. Digitally Signed Certificate Services

2.8 Service charges are payable either by Government by of Rajasthan or Citizens who are availing of the services through CSC and e-Mitra kiosk network. The following table shows the entity responsible for payment of service charges for various types of services under the project at present:
<table>
<thead>
<tr>
<th>Type of Service</th>
<th>Service Charges Borne By</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Collection (dues, bills, etc)</td>
<td>Department/ Government of Rajasthan</td>
</tr>
<tr>
<td>Submission of Application Form</td>
<td>Citizen</td>
</tr>
<tr>
<td>Submission of Grievances/ Information Retrieval</td>
<td>Citizen</td>
</tr>
<tr>
<td>Digitally Signed Certificate Services</td>
<td>Department/ Government of Rajasthan</td>
</tr>
</tbody>
</table>

2.9 A total of around 40 services of various departments/private service providers are being availed of every month by 18-20 lakhs consumers on an average.

2.10 Following are the key stakeholders and their roles and responsibilities in the project

a. **LSP (Local Service Provider- for e-Mitra Scheme)/ SCA (Service Center Agency- for CSC Scheme):** The LSPs/SCAs are private partners under the PPP model of the project. They undertake activities including harnessing the State kiosk network for effective delivery of government services as identified by the Government of Rajasthan from time to time, identifying and training the Kiosk Owners/VLEs, establishing the e-Mitra Centers/Kiosks (either directly or through the Kiosk Owner/VLE), supplying, aggregating and updating content and services and financial and fund management services etc. The LSP/SCA is responsible for the overall management and sustainability of the e-Mitra scheme and is monitored by the District e-Governance societies at the district level. The LSPs/SCAs are private partners who set up and manage Kiosks through which services of different departments shall be provided to citizens. Several other services of public interest, which are outside government domain, could also be added on to the delivery channel developed by LSPs/SCAs for delivery to citizens through CSC e-Mitra network.

b. **Kiosk Owner (For e-Mitra Scheme):** The Kiosk Owner owns, operates and manages the front end kiosks on a day to day basis as a business and is the key to the success of the e-Mitra operations. He/she offers services and collects service charges/dues from the citizens. A good Kiosk Owner would be the one who has good entrepreneurial skills, strong social commitment as well as respect within the community. The Kiosk Owner manages the e-Mitra business at the ground level. Kiosk Owners report to the LSP.

c. **Village Level Entrepreneur (for CSC Scheme):** The VLE owns, operates and manages the front end kiosks on a day to day basis as a business and is the key to the success of the CSC operations. He/she offers services and collects service charges/dues from the citizens. The State Government has decided that only women entrepreneurs can be selected as the VLEs. However, in case of no eligible woman entrepreneur is available,
the district collectors may allow the selection of a male entrepreneur, if he/she is satisfied that the SCA has made sufficient attempts to identify eligible woman VLE for CSC. A good VLE would be the one who has good entrepreneurial skills, strong social commitment as well as respect within the community. The VLE would manage the CSC business at the ground level. Selection and proper training of the VLE would play a vital role in effective implementation of the CSCs. VLE will report to the SCA.

d. **Department of Information Technology and Communication, Government of Rajasthan:** The DoIT&C, Government of Rajasthan is the overall co-coordinator on behalf of State Government for the successful implementation of CSC and E-Mitra Scheme. It provides the guidelines and policy level support for the implementation of the projects in the state. It is also responsible for selection of SCA / LSPs for the CSC/ e-Mitra projects. It liaises with other Government Departments to ensure their e-readiness to enrich the G2C service basket provided through the kiosk network. It also organizes training and capacity building to ensure proper change management for the projects. On behalf of the State Government, DoIT&C reserves the right to amend the services and service delivery mechanisms.

e. **District e-Mitra/ e-Governance Societies:** The DeGS is responsible for the day to day management of the project at the district level. This briefly includes the following:

   i. LSP/ SCA Management including credit limit maintenance
   ii. Verifying the G2C readiness of Kiosks
   iii. Training of stakeholders at district level
   iv. Ensuring timely transfer of funds and MIS reports collected through the kiosks/ LSPs or SCAs to the respective departments/ private service providers
   v. Ensure timely transfer of commission to kiosk owners
   vi. Ensure payment of tax liabilities of the DeGS as per existing laws
   vii. Send information as required relating to the projects to DoIT&C and RISL
   viii. Enrich basket of G2C services at district level
   ix. Ensure that all stakeholders at district level have latest Government guidelines relating to the projects.
   x. Approve requests for change of location in case of non feasible or non viable kiosks due to financial, economic, connectivity or any other reasons.
   xi. Look into and resolve issues relating to district level grievances raised by stakeholders (including citizens, kiosk owners, LSPs/ SCAs and service providers)
xii. Ensure reconciliation of accounts with VLE and line departments on a monthly basis

f. **RajCOMP Info Services Limited (RISL):** A company wholly owned by the Government of Rajasthan incorporated under the laws of India to promote and undertake IT activities in the State, having its office at 1st Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur- 302005 (Raj) INDIA. RISL issues necessary guidelines and policies for ensuring proper implementation of the project under direction of the Department of IT&C, Government of Rajasthan from time to time, including but not limited to matters relating to minimum infrastructure requirements at the kiosks, procedure for kiosk owner to commence business, services to be provided at kiosks, appointment of kiosk owners, service delivery mechanism etc.

g. **The State Designated Agency (SDA)(only for CSC Scheme):**
   To implement the CSC Scheme the SDA would play three major roles as mentioned below:
   - Facilitator for policy, regulatory and other relevant changes with the State Govt.
   - Facilitator for enabling e-Government services
   - Enabler for infrastructure and other required support to the SCA

   RISL is the State Designated Agency (SDA) on behalf of the State Government for implementation of the CSC Scheme in the State of Rajasthan.

h. **Citizens:** Citizens avail services through the e-Mitra and CSC kiosks by making payments including transaction charges to e-Mitra/ CSC kiosks as applicable.

i. **Departments/ PSUs/ Private Service Providers:** The Departments/ PSUs/ Private Service providers allow their services to be delivered to the citizens through e-Mitra and CSC kiosks

j. **Banks:** The project involves a large amount of funds flow from one stakeholder to another. Therefore banks are a key stakeholder. At present, SBBJ is the nodal bank for the state Government. Most of the line departments who are providing their services through the CSC and e-Mitra kiosk network (such as PHED, BSNL and DISCOMS) as well as the various District e- Governance Societies have their accounts with SBBJ.

k. **Internet Connectivity Provider:**
   Most of the e-mitra and CSC kiosks have BSNL broadband connections for making transactions on e-Mitra portal.
2.11 **Existing Scenario:**

**Portals for availing of services:** The services are provided through centralized web-based application hosted in the Rajasthan State Data Center, Yojana Bhawan, Jaipur, Rajasthan.

<table>
<thead>
<tr>
<th>Portal</th>
<th>Platform</th>
<th>key Functions</th>
</tr>
</thead>
</table>
| www.emitra.gov.in Developed and maintained by M/s MindTree Consulting Ltd | J2EE using NetBeans, Hibernate and Struts, Database: Oracle 9i and above, Webserver: JBOSS, OS: RHEL 5X and above | - Carrying out day to day transactions by kiosk holders  
- Pulling out various departmental and transactional reports  
- Maintaining credit limit of kiosk owners and LSPs/SCAs on pre paid basis  
- Dynamic/generic Service Creation  
- User Management of all Stakeholders  
- Online payment gateway through net banking and credit card.  
- Various kinds of reports |

2.12 **Payment Gateway Integration:**

Payment gateways of the following banks offering the following services are integrated with the Jaipur e-Mitra portal:

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Services Offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Axis banks</td>
<td>Net Banking for Axis Bank customers</td>
</tr>
<tr>
<td>ICICI Bank</td>
<td>Net Banking for ICICI bank customers, Visa, Master, and Maestro Debit and Credit Card</td>
</tr>
</tbody>
</table>

2.13 With constant increase in number of transactions and business volume on e-Mitra application, there is a need to address the performance issues with respect to current architecture and to identify system requirements based on the business volume projections and enhance the application system accordingly. Hence, this RFP.
# 3. ELIGIBILITY CRITERIA

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1</td>
<td>Legal Entity&lt;br&gt;The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 or a Proprietorship firm registered under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or a similar Act of any other State/ Union.</td>
<td>Copy of Certificates of incorporation&lt;br&gt;Copy of Registration Certificates</td>
</tr>
<tr>
<td>3.2</td>
<td>Turnover from IT/ ITeS&lt;br&gt;Annual Turnover of the bidder from IT/ ITeS during each of the last three financial years, i.e., 2009-10 to 2011-12 (as per the last published audited balance sheets), should be at least Rs. 10 crore during each of the last three financial years.</td>
<td>CA Certificate clearly indicating Annual Turnover from IT/ ITeS during each of the last three financial years, i.e., for 2009-10 to 2011-12 with CA’s Registration Number/ Seal</td>
</tr>
<tr>
<td>3.3</td>
<td>Net Worth&lt;br&gt;The net worth of the bidder in the last financial year should be Positive.</td>
<td>CA Certificate for net worth for last three financial years i.e., 2009-10 to 2011-12 with CA’s Registration Number/ Seal</td>
</tr>
<tr>
<td>3.4</td>
<td>Technical Capability&lt;br&gt;Bidder must have successfully developed at least 1 web portal based project for any Government/ PSU/ private limited company in India having Oracle as backend and J2EE framework with order value of more than Rs. 80 lakh during the last 4 years as on last date of bid submission.&lt;br&gt;OR&lt;br&gt;Bidder must have successfully executed at least 2 web portal based projects for any Government/ PSU/ private limited company having Oracle as backend and J2EE framework with order value of more than Rs. 50 lakh during the last 4 years as on last date of bid submission.&lt;br&gt;OR&lt;br&gt;Bidder must have successfully executed at least 2 web portal based projects for any Government/ PSU/ private limited company having Oracle as backend and J2EE framework with order value of more than Rs. 50 lakh during the last 4 years as on last date of bid submission.</td>
<td>1) Annexure-10 per project reference,&lt;br&gt;2) Work order&lt;br&gt;3) Work Completion/ phase completion Certificates from the client;&lt;br&gt;OR&lt;br&gt;1) Annexure-10 per project reference,&lt;br&gt;2) Work Order&lt;br&gt;3) Self Certificate (as per Annexure-13) of work Completion/ phase completion Certified by the Statutory Auditor;&lt;br&gt;Submitted documents should clearly indicate start &amp; completion date/ duration for the project, scope of work (web portal based projects having Oracle as backend and J2EE framework) &amp; value of order</td>
</tr>
<tr>
<td>S. No.</td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
</tr>
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<td>--------</td>
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</tbody>
</table>
| 3.5    | Technical Capability | The bidder should have successfully completed testing of application software project (independent project/ component of a larger project) with order value of more than Rs 3 lakhs for client in India | 1) Work Order  
2) Client Certificate clearly indicating the scope of work (testing and certification of web portal based project including performance / load testing), value of work order and Start & completion date  
OR  
1) Work Order  
2) Self Certificate (as per Annexure-13) Certified by the Statutory Auditor clearly indicating the scope of work (testing and certification of web portal based project including performance / load testing), value of work order and Start & completion date |
| 3.6    | Tax registration and clearance | The bidder should have i. Service Tax registration number ii. Pan number. | i. Copy of Service Tax Registration Certificate  
ii. Income Tax Registration/ PAN Number |
| 3.7    | Certification | The bidder must possess, at the time of bidding, a valid CMMi Level 3 or higher. | Copy of a valid (CMMI) Level 3 Certification or higher. |
| 3.8    | Blacklisting | A firm is not eligible to participate in this project while under sanction by RISL/ DoIT&C. Similarly, at the time of bidding, the firms black-listed/ debarred in participating in any procurement activities by any State or Central Government or UT in India are not allowed to bid. | A Self Certified letter (as per annexure- 6) |
| 3.9    | Manpower Strength | Strength of at least 100 technically qualified resources for System Integration/ Software Development/ Software Customization & Implementation tasks is required on the bidder’s payroll. | HR certified letter with clear declaration of staff as on date of submission of bid level/role wise. |
4. **SCOPE OF WORK**

DoIT&C seeks a qualified Service Provider for **Performance Monitoring, Maintenance and Enhancement of State e-Mitra Application for a period of three (3) years under e-Mitra project**. The work order would be issued initially for a period of one year, which would then be renewed for subsequent years as per sole discretion of DoIT&C and based on satisfactory performance by the successful bidder.

The successful bidder shall perform the following activities under this contract in order to meet the performance levels as per the project requirements and to enhance & upgrade the existing application:

1) Performance Analysis & Improvement
2) Compliance of Security Audit Recommendations
3) Payment Gateway Integration
4) Maintenance and Enhancement
5) Change Request/ Management (as per requirement given by DoIT&C)

**A) The detailed scope of work is given hereunder:**

**4.1 Performance Analysis & Improvement:**

4.1.1 The successful bidder shall carry out the performance testing activity to ensure that the application meets the speed, scalability and stability requirements under expected workloads and has to perform following testing procedures:

i. **Load testing** – to check the application’s ability to perform under anticipated user loads. The objective is to identify performance bottlenecks.

ii. **Stress testing** – to test the application under extreme workloads to ensure efficient handling of high traffic or data processing. The objective is to identify breaking/saturation point of an application and to reveal application bugs that surface only under high load conditions. These bugs can include synchronization issues, race conditions, and memory leaks.
iii. **Volume testing** – to monitor the overall application system behavior when a large volume of data is populated in the database. The objective is to check software application’s performance under varying database volumes.

4.1.2 While carrying out such testing procedures, the successful bidder has to ensure resolution to the common performance problems or bottlenecks identified such as:

i. **Long Load time** – the initial time it takes an application to start. The objective is to keep a minimum load time of few seconds for the application.

ii. **Poor response time** – Response time from when a user inputs data into the application until the application outputs a response to that input. The objective is to keep a very quick response time.

iii. **Bottlenecking** – Bottlenecks/ obstructions in the system which degrade overall system performance. Bottlenecking is when either coding errors or hardware issues cause a decrease of throughput under certain loads. The successful bidder has to identify the section of code that is causing the slow down and is required to fix it there. The successful bidder has to ensure proper management of:

   a. Number of Concurrent users (as per expected load)
   b. CPU utilization
   c. Memory utilization
   d. Network utilization

4.1.3 The successful bidder would be responsible for identifying the tools to monitor the performance of current application status and accordingly create an expected virtual load on e-Mitra application in different stages for next 3-5 years. Based on this study, the successful bidder would have to incorporate required changes in current Application and suggest changes in IT Infrastructure, if required, so as to ensure smooth performance for e-Mitra application for next 5 years. Suggested changes in the application would be addressed by the successful bidder. DoIT&C shall be responsible for any kind of IT Infrastructure procurement or Software Licenses, if required, to be deployed at DoIT&C Data Centre. The successful vendor will be responsible for procuring and provisioning the performance/ load testing tool throughout the contract period. Given the criticality of the application, it is advised to use licensed proprietary tools capable of simulating load conditions as suggested in table 1. All the costs related to procurement of licenses for carrying out performance testing shall be borne by the successful vendor. After the expiry
of the contract with the successful vendor, Government of Rajasthan will have no rights or claims to the performance / load testing tool which the vendor will use.

4.1.4 **The Performance testing would be done half-yearly for the first year and yearly for the subsequent two years, as intimated by DoIT&C.**

4.1.5 The **Performance test cycle** would comprise of the following steps:

![Performance Test Cycle Diagram]

**4.1.5.1 Thorough analysis/assessment of the current e-Mitra application statistics**

(Performance Testing):

a) The successful bidder shall do a thorough analysis/assessment of the Performance of current e-Mitra application statistics (Applications/ Transactions/ Reports/ certificates etc) for and identify the benchmarks for threshold limits based on the projections for volume & concurrent users, as given in table 1, in order to examine the current load bearing architecture of application.

b) Based on the above Logical Analysis, the successful bidder would be required to use LoadRunner, a industry standard tool, to carry out Performance Testing in virtual environment with respect to hardware as well as software.
c) The successful bidder would generate a Virtual Environment & Virtual Load based on expected load details provided by GoR with respect to upcoming services, data volume, number of kiosks, concurrent users and applications on e-Mitra application during next 3-5 years and shall test e-Mitra Application using load generation & control tools, under such virtual environment to identify the requirements for performance improvements in the application on given load.

d) The successful bidder would also carry out Planning & Implementation of actual Test procedures on different scenarios and on different aspects of Performance Testing (Load/ Stress/ Volume) keeping in consideration all the possible constraints.

e) The Successful vendor would provide Result analysis & reports (Summaries of observations, concerns, and recommendations) and also:

i) **Test cases** for the following components:
   - Transactional Load
   - Reports
   - Application- for Architecture/ IT Infrastructure/ Modules/ Business Logic/
     Queries being affected.
   - Certificate Services

ii) **Analysis report for**:
   - Comparison of test & production environments
   - Environment-related concerns
   - Key areas of investigation
   - Key business & performance indicators

**Tentative volume/concurrent users (Table 1)**

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<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>No. of Services</td>
<td>30-40</td>
<td>40-60</td>
<td>60-80</td>
<td>&gt; 80</td>
</tr>
<tr>
<td>2</td>
<td>Avg. No. of Users</td>
<td>2500</td>
<td>3500</td>
<td>4500</td>
<td>&gt; 6000</td>
</tr>
<tr>
<td>3</td>
<td>No. of Concurrent users</td>
<td>1000</td>
<td>2000</td>
<td>3000</td>
<td>&gt; 6000</td>
</tr>
<tr>
<td>4</td>
<td>Avg. Per day transactions (in Lacs)</td>
<td>1-2</td>
<td>2-3</td>
<td>3-4</td>
<td>&gt; 5</td>
</tr>
<tr>
<td>5</td>
<td>Avg. Peak load transactions per day (in Lacs)</td>
<td>2-2.5</td>
<td>2.5-3.5</td>
<td>3.5-5</td>
<td>&gt; 6</td>
</tr>
<tr>
<td>6</td>
<td>Avg. per month transactions (in Lacs)</td>
<td>25</td>
<td>35</td>
<td>50</td>
<td>80</td>
</tr>
</tbody>
</table>
4.1.5.2 To provide recommendations based on the testing

The successful bidder would prepare the detailed documentation of the analysis conducted and elaborate the reasons behind these limits with response to all the logical queries. The successful bidder would provide a complete analysis of test results to identify the threshold limits and the saturation points for the application considering the tentative load on the application for given time frames and all the possible bottlenecks in respect of Application architecture, clustering with JBoss server, problems occurring due to multiple application servers running simultaneously. Based on the analysis of test Results, the successful bidder shall provide recommendations for doing the application level improvements.

The bidder would share the test cases with impact and validations on the same with DoIT&C for approval.

The recommendation report would include the performance measures for:

- Impact assessment report & Validation of the test cases for approval by DoIT&C
- Load Time
- Response Time
- Throughput (transaction per sec)
- Resource Utilization:
  - CPU utilization
  - Memory utilization
  - Network utilization
  - Operating System limitations
  - Disk usage

4.1.5.3 Implementation of the recommendations as given above and approved by DoIT&C

Based on the above analysis, the successful bidder would work to improve the performance of existing application by fine-tuning the current application architecture. The successful bidder would incorporate all such application related changes and enhancements for performance improvement like fine tuning of the Data Base queries, change in Business logic and Re-architecture of the application based on recommendations of the load testing report, as found necessary based on the research findings obtained from the performance testing
and has been approved by DOIT&C. The successful bidder would also prepare the detailed report of the analysis and demonstrate the application with all improvements and enhancements incorporated to DoIT&C, GoR and provide:

- Source code for any kind of new development (any enhancement/ optimization / fine – tuning etc.) to the existing application as required by DOIT&C along with the documentation for end user. Deployment on staging environment for UAT by Dept resource.

4.1.5.4 Re-testing to ensure the implementation of above recommendations:

The successful bidder shall continue testing to demonstrate to DoIT&C the implementation and compliance of test results and recommendations, as approved by DoIT&C. The successful bidder would submit a report for the implementation and compliance of test results & recommendations and would obtain a sign-off from DoIT&C. DoIT&C may hire services of third party to certify the software for load, quality, performance and security at its own cost to ensure proper functioning of the software. The suggestions given by the third party & approved by DOIT&C, if any would be mandatory for the bidder to implement and to incorporate and to execute the same from time to time.

The performance testing activity may be performed from Onsite or Offshore location, without breach of any security and related threats at data centre. However, complete system study shall be carried out at onsite location only.

4.2 Compliance of Security Audit Recommendations

4.2.1 The successful bidder has to implement SSL certificate as provided by DOIT&C.

4.2.2 The successful bidder would be required to implement changes/ enhancements in the existing application as per the recommendations given in the website audit report attached at Annexure- 12.

4.2.3 Successful bidder shall have to submit and undertaking stating compliance of the website audit report as per Annexure 12.

4.2.4 To implement the changes as suggested above in clause 4.2.2 & 4.2.3, the vendor shall be made one time payment as per rates received in the financial bid.

4.2.5 In case any vulnerabilities / security threats as indicated in the report at Annexure 12 are left unaddressed by the successful vendor, necessary changes shall have to be made by the successful bidder at no extra cost.
4.2.6 For any new development/ enhancement carried out by bidder during contract period, adequate security levels and audit trails must be in place to protect the integrity of the content. User security helps control the content Contribution process by ensuring that only the authorized resource have access to specific elements of the content. The vendor should provide the capability to rollback a content element, a page or even complete site to a previous version. The audit trail should provide a facility to trace the path of changes on an element of content. DoIT&C shall provide the audit report for any such new development/ enhancement carried out by bidder and the bidder shall comply to the recommendations of any such audit report.

4.3 Payment Gateway Integration:

The successful bidder would be required to integrate payment aggregator facilities (Single integration with payment gateway by M/s IndiaIdeas.com(billdesk)) with e-Mitra application.

DoIT&C shall conduct an audit of the application post payment gateway integration. The successful bidder shall comply with the recommendations of the audit report and the sign-off shall be given thereafter by DoIT&C post successful implementation of recommendations of audit report.

4.4 Maintenance and Enhancement

4.4.1 The successful bidder shall undertake following activities for the enhancement and maintenance of e-Mitra application and has to follow ITIL framework:

(a) **Troubleshooting/Bugs removal**: The successful bidder is required to provide troubleshooting support if any bugs are encountered in the software application.

(b) **Up-gradation of Software**: Any modifications and/or enhancements / up-gradation in the existing application software (emitra.gov.in) required by DoIT&C in the software shall have to be incorporated by the successful bidder.

(c) Successful bidder will be required to incorporate amendments and enhancements in the application and also to attend to any problem in day to day functioning of the system to ensure compliance to the security audit recommendation reports as provided by DoIT&C from time to time at no extra cost and submit a compliance report within the specified time period as after sending of such report by DoIT&C.

4.4.2 Bugs/ incidents / requests/ changes identified as a result of above activities shall be classified and assigned a severity level as follows and their response time/ resolution
time/ penalties shall be as given in clause/table 6.4 The bidder, subject to the following severity levels for issues received, shall respond accordingly:

(a) **Severity Level A** - Issues related to production server or mission critical system or issues related to significant risk of loss or corruption of service or business operations being severely disrupted and needs immediate resolution. Severity A support requires to have dedicated resources available to work on the issue on an ongoing basis during the contractual hours.

(b) **Severity Level B** - Issues which may relate to processes/ functionality of the system and Mandatory requirement of the system which may relate to performance/ Business Logic/ Processes due to which long-term productivity might be adversely affected.

(c) **Severity Level C** - Issues related to Partial, non-critical loss of functionality of the software, Impaired operations of some components, but allows the user to continue using the software etc.

(d) **Severity Level D** - Issues related to general usage of the system, Content Development, Routine tasks for performance improvement & Website enhancements, day to day operational / administrative issues.

4.4.3 A monitoring tool/mechanism (issue tracker) would be required to put in place, for keeping a systematic and complete track of all bugs/ incidents /requests/ changes reported by the department. The successful bidder shall submit a comprehensive report for all the incidents/ changes reported and action taken thereafter for sign off from DoIT&C.

**4.4.4 Bidder’s Resource:**

(a) The successful bidder shall provide such qualified and experienced resource as are required to perform the services under the contract.

(b) During the contract period and after the end of the contract period, the bidder shall refrain from canvassing the client with the view to procure employment to the bidder’s resource. As Hindi is Official Language of the Government of Rajasthan, the successful bidder has to appoint resource having proficiency with Hindi language.

(c) The resource provided by the successful bidder will perform their duties in accordance with the instructions given by the officers of the Tendering Authority.
from time to time. The Tendering Authority may examine the qualification, experience etc. of the resource provided before they are put on area positions.

(d) The bidder has to take approval for the resource deployed from the tendering authority before deployment. The tendering authority has every right to reject names of the resource if the same is not acceptable to them before or after commencement of the project.

(e) **Qualification and Experience**: Of these two full-time dedicated resource with following qualification and experience shall be provided at onsite for Maintenance and enhancement of state e-Mitra application as covered under clause 4.4, apart from the team which may work from offshore/ onsite for other components of scope of work) –

- At least BE in Computer Science I Electronics I Computer Engineering/MCA/MBA(IT) or higher qualification in the field of Information Technology;
- At least 2 years experience in the field of Information Technology, relating to Web development/software development projects of similar nature as mentioned in this RFP document.
- The candidates should have work experience in following areas:
  - Oracle Database Version 11G or later versions
  - Web development technologies/tools (JAVA, J2EE etc.)
  - E-Commerce

(f) The proposed services shall be normally manned from 9:30 AM to 6:30 PM as per the requirement throughout the year or as decided by the Office of the Tendering Authority. But in exception condition or in urgency of work, the support might be required on holidays.

### 4.5 Change Request Management

4.5.1 An institutional mechanism will be set up for taking decisions regarding requests for changes. A Change Control Committee with members from the procurement agency and the selected bidder shall be constituted to process change requests and estimate the effort required in man-months. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
4.5.2 If the Change Control Committee finds that the efforts required for integration/ enhancement/ customization of similar services to those mentioned in the scope of work in future are 4 or more man days, it may be considered as a costed change request.

4.5.3 DoIT&C may also at any time, submit the following types of issues for change management to the change control committee to be set up for this purpose:

   a. requirements changes (additions, deletions, modifications, deferrals) in scope of work (including software) currently under development
   b. reports of problems in current production or beta test systems
   c. requests for enhancements in current production systems
   d. requests for new development projects

4.5.4 The below mentioned requirements, as per recommendations from change control committee, would be taken into consideration to evaluate any new ticket/requirement originated from various sources as a Change Request:

   a. New system enhancement requests from users and which are absent in the current system.
   b. Events in the development of other systems or applications.
   c. Changes in underlying architecture structure and or standards.
   d. New requirement from DOIT&C or improvement suggestions from vendor.
   e. Any requests which may originate from an unclear understanding of the goals and the objectives of the project.

4.5.5 Any tickets/ requirements other than stated above shall be treated as defects in the application and would not be considered as a change request.

4.5.6 The change request/ management procedure will follow the following steps:

   a. Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by DoIT&C.
   b. Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated man months required and the items impacted will be analyzed and documented by successful bidder. Approval or disapproval of the change request – Change Control Committee constituted by DoIT&C will approve or disapprove the change requested including the additional payments, after discussion with successful bidder on the impact of the change on schedule.
c. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule. The vendor shall consolidate all approved CRs and raise invoice to customer on a quarterly basis for payment.

d. Verification of the change - The change will be verified by the DoIT&C on implementation of the change request.

4.5.7 The costing of change request shall be done as per financials mentioned in financial bid format- for Man month cost for software development/ modification/enhancement.

4.5.8 All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by successful bidder only after securing the express consent of the DoIT&C. In the event that the consent of DoIT&C is not received then the change will not be carried out.

4.5.9 If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm’s performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of successful bidder receiving the DoIT&C change order which shall not be unreasonably withheld or delayed.

4.5.10 A change may also be suggested by firm along with its impact assessment and the same will be implemented by firm only if it is approved by the Competent Authority. The duration and scope of this period shall be mutually decided later at an appropriate time period.

B) The successful bidder shall ensure that following conditions are met while executing the scope of work:

1) **Features of the Software** : The successful bidder shall ensure that the application software should have the following features:
   
a. The developed system should be capable of being deployed in online mode

   b. Technology
      
      i. Application software should be web enabled based on client server technology. The central server will be placed at State Data Center, Jaipur

      ii. Front End : Platform of application should be J2EE

      iii. RDBMS Compatibility: Should be capable of being deployed on Oracle 11g.
c. System should be configurable to create various types of the following users on the portal to be set up using the aforesaid system.
   i. Authorised resource from concerned Government Departments & Organizations.
   ii. Authorised resource from the firm providing support services for the application software.

d. Software should be developed in a manner that it supports all functionalities/ framework/ technical architecture of the e-Mitra portal. The developed module should not adversely impact the performance of the systems.

2) **Adherence to Guidelines**: The web enabled application software should comply with the guidelines issued by DoIT&C, Govt. of Rajasthan for development of websites and available at [http://doitc.rajasthan.gov.in](http://doitc.rajasthan.gov.in) and Guidelines for Indian Government Websites (GIGW) issued by Department of Information Technology (DIT), Government of India (GoI) and available at [http://doitc.rajasthan.gov.in](http://doitc.rajasthan.gov.in) and [http://web.guidelines.gov.in](http://web.guidelines.gov.in).

3) The digital data for e-Mitra system and official website of Government of Rajasthan shall be secured and encrypted on the database server as per the Indian IT Act 2000 and Subsequent guidelines issued by Ministry of IT and Chief Vigilance Commissioner, Government of India from time to time. All security measures in the system should conform to Indian IT Act 2000 and Subsequent guidelines issued by Ministry of IT.

4) The department may arrange for the security audits of the application through a third party agency on timely basis. Based on the findings of security audits, the successful bidder will have to bring in the necessary changes in the application to ensure the compliance of the security of the application. These changes would have to be conducted by the successful bidder at no extra charge to DoIT&C. After making such changes, successful bidder shall have to submit an undertaking stating compliance to the report.

5) **Documentation**: The successful bidder will provide an inbuilt Online Help facility (well documented) on the web application. Further one hard copy and soft copy in CD/DVD of user manual, design manual and technical manual shall be provided by the successful bidder to DoIT&C.

6) The developer firm shall provide list of all the controls used in the software along with developer’s information and technical documentation / manual for usage of the controls.

7) The firm shall provide descriptive schema of database. The firm shall submit all technical documentation of database including names, description and other details of all the technical...
entities such as tables, fields, queries, forms, reports etc. Documentation of all queries (SELECT, INSERT, UPDATE, DELETE) used in the programs shall also be provided.

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

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

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

11) **Software Ownership Rights**: Where bidder has the responsibility for developing and delivering any software applications (“Deliverables”), the bidder shall transfer the complete source code along with adequate detailed documents (from the testing phase onwards) ownership right of the application software package to DoIT&C. The source code with version control system along with documents should be submitted in a CD/DVD (in two copies) to DoIT&C. The source code of the software should be well documented and follow industry standard code writing practices. DoIT&C shall have the right to approve the coding practices and may ask the firm, at any time, to change full or some part of the code according to the pattern suggested. The bidder will however be free to use the source code of the application software. For the avoidance of doubt this clause shall not apply in respect of any software which bidder uses to only deliver services and where bidder does not have responsibility for providing Deliverables.

12) In case the bidder is using any third party software, the bidder must have proper legal arrangement with the developer/owner of the software to ensure complete back to back support to DoIT&C for complete project period and afterwards. This should also include support on upgrades at no additional cost. The bidder would indemnify DoIT&C against any third party claim by the developer/owner of third party software to the effect. For the avoidance of doubt this clause shall not apply in respect of any software which bidder uses to only deliver services and where bidder does not have responsibility for providing Deliverables.
C) **DELIVERABLES:** The successful bidder would carry out various activities as defined in this RFP under scope of work.

**Table 4.1: Deliverables and Time Schedule**

<table>
<thead>
<tr>
<th>S. NO</th>
<th>Milestone</th>
<th>Project Activity/ Deliverable</th>
<th>Periodicity</th>
<th>Timeframe</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Project Initiation</td>
<td>Issue of Work Order</td>
<td>Once</td>
<td>T</td>
</tr>
<tr>
<td>2</td>
<td>Signing of the Agreement, submission of Performance Security Deposit</td>
<td>A) First Performance Test cycle: T+105 days</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Performance Analysis &amp; Improvement</td>
<td>Activity: Performance Testing as per RFP Clause: 4.1.5.1</td>
<td>A) Half-yearly for the first year.</td>
<td>B) Yearly for subsequent two years.</td>
</tr>
<tr>
<td>5</td>
<td></td>
<td>Deliverable: Result analysis &amp; reports (D1)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td>Activity: Provide Recommendations as per RFP Clause: 4.1.5.2</td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td></td>
<td>Deliverable: Recommendations Report (D2)</td>
<td></td>
<td></td>
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<tr>
<td>8</td>
<td></td>
<td>Activity: Implementation as per RFP Clause: 4.1.5.3</td>
<td></td>
<td></td>
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<tr>
<td>9</td>
<td>Compliance of Security Audit Recommendations</td>
<td>Deliverable: Implementation report (D3)</td>
<td></td>
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<tr>
<td>10</td>
<td></td>
<td>Activity: Testing to ensure implementation of recommendations approved by DoIT&amp;C as per RFP Clause: 4.1.5.4</td>
<td></td>
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<td>11</td>
<td></td>
<td>Deliverable: Compliance Report (D4)</td>
<td></td>
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<tr>
<td>12</td>
<td></td>
<td>Activity: Implementation of SSL Certification as per RFP Clause: 4.2.1</td>
<td></td>
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<tr>
<td>13</td>
<td></td>
<td>Deliverable: Compliance Report for SSL Certification (D5)</td>
<td>Once</td>
<td>T+ 105 days</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>Activity: Implementation of recommendation of Website Audit Report as per RFP Clause: 4.2.2 &amp; 4.2.3</td>
<td></td>
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<tr>
<td>15</td>
<td></td>
<td>Deliverable: Compliance Report (Annexure 12 (D6)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Payment Gateway Integration</td>
<td>Activity: Integration of Payment Gateway Aggregator services as per RFP Clause 4.3</td>
<td>Once</td>
<td>T+75 days</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>Deliverable: UAT &amp; Sign-off by DoIT&amp;C (D8)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Maintenanc e &amp; Enhancement</td>
<td>Activity: Based on RFP clause: 4.4</td>
<td>Yearly</td>
<td>Continuous/ On-Going</td>
</tr>
<tr>
<td>19</td>
<td></td>
<td>Deliverable: Report for incidents reported and action taken after sign-off from DoIT&amp;C (D9)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Change Request Management, if any</td>
<td>Activity: based on recommendations from change control committee as per RFP Clause: 4.5</td>
<td>On request</td>
<td>As mutually decided</td>
</tr>
<tr>
<td>21</td>
<td></td>
<td>Deliverable: UAT &amp; Sign-off by DoIT&amp;C (D10)</td>
<td></td>
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</tr>
</tbody>
</table>
5. **INSTRUCTION TO BIDDER (ITB) & BIDDING PROCESS**

5.1 **Sale of E-Tender/ Bidding Document**

a) The complete bidding document would be available on the websites for the period as specified in the NIT. The prospective bidders are permitted to download the bidding document from any of the specified websites but must pay the cost of e-Tender/ bidding document while submitting the eBids.

b) E-Tender/ Bidding document shall be given at 50% of the prescribed cost to the S.S.I. units of Rajasthan on production of an attested copy of Registration along with Competency Certificate issued by the Director of Industries, Rajasthan or his subordinate officers at all districts.

c) Any bid received other than on prescribed form shall not be entertained.

d) Bidding document purchased by Principals of any Concern may be used by its authorised sole selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice-versa.

5.2 **Clarifications to the Bidding/ Bid Document**

a) If the prospective bidder has any doubts as to the meaning of any portion of the bidding document, then he is allowed to refer the same to the tendering authority and get clarifications. He may do so by contacting the tendering authority in writing at the tendering authority’s address indicated in the NIT.

b) The Tendering authority will respond in writing to any request for clarification, provided that such request is received before the last date of submission of pre-bid queries. All the prospective bidders must submit the prescribed E-Tender Fee before submitting any such requests to the Tendering authority.

c) The Tendering authority shall forward copies of its response to all Bidders who have purchased the Bidding Document directly from it and shall also place it on the eProc website, including a description of the inquiry but without identifying its source.

d) Should the Tendering authority deem it necessary to amend the Bidding Document as a result of a clarification or otherwise, it shall do so by issuing a revised bidding document and/ or Addendum/ Corrigendum. If need be, the deadline for submission of Bids may also be extended in order to give reasonable time to the prospective Bidders to take into account the amendment.

e) Post-bid clarifications, if any, will be sought only once. Hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in
place. Also, clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.

5.3 **Pre-bid Conference/ Meeting**

a) The bidder or its official representative (not more than two representatives per bidder) is invited to attend the pre-bid meeting as per the details specified in NIT. The objective of this meeting is to address the generic queries of the prospective bidders related to the Project/ bidding document.

b) Only the bidders/ firms, who have purchased the bidding document from the office of the DoIT&C or have deposited the prescribed e-Tender fee, are allowed to attend the pre-bid conference/ meeting and submit their pre-bid queries in the specified format as per Annexure-3. Bidders having purchased the bidding document are welcome to attend the pre-bid meeting, even if they do not have any specific queries. Tendering authority shall respond to the queries of only those bidders who have purchased the bidding document till the day of pre-bid meeting.

c) As a result of discussions in the pre-bid conference, if modifications in the bidding document, specifications of services and/ or goods are considered necessary, they may be done by issuing a addendum/ corrigendum and its copies shall be sent through Email/ post to all the bidders having purchased the bidding document. The corrigendum/ addendum and the Final bidding document will be placed on the websites as specified in the NIT.

d) The tendering authority reserves the right not to respond to any/ all queries raised or clarifications sought if, in their opinion and at their sole discretion, they consider that it would be inappropriate to do so or do not find any merit in it.

5.4 **Amendment of Bidding Document**

a) At any time prior to the deadline for submission of the Bids, the tendering authority may amend the Bidding document by issuing Corrigendum/ Addendum.

b) Any Corrigendum/ Addendum issued shall be a part of the Bidding document and shall be communicated in writing to all, who have purchased the Bidding document and on the websites specified in NIT.

c) To give prospective Bidders reasonable time in which to take a Corrigendum/ Addendum into account in preparing their Bids, the tendering authority may, at its discretion, extend the deadline for the submission of the Bids.

d) Any change in date of submission and opening of bids would be published in appropriate manner including the websites mentioned in the NIT.
5.5 **Documents comprising the Bid**

a) A Single stage-Two envelope/ cover system duly signed/ stamped by the authorized signatory shall be followed for the eBid -

- Technical bid (including the pre-qualification & technical documents)
- Commercial bid

b) The technical bid shall include the following documents -

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Covering Letter – Technical Bid</td>
<td>On bidder’s letter head duly signed by authorized signatory, As per Annexure-1</td>
</tr>
<tr>
<td>2.</td>
<td>E-Tender Fee</td>
<td>Scanned copy of Fee Receipt</td>
</tr>
<tr>
<td>3.</td>
<td>RISL Processing Fee</td>
<td>Scanned copy of Fee Receipt</td>
</tr>
<tr>
<td>4.</td>
<td>EMD</td>
<td>Scanned copy of DD/ Banker’s Cheque/ Bank Guarantee</td>
</tr>
</tbody>
</table>

**Fee Details**

<table>
<thead>
<tr>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Tender Fee</td>
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</tr>
<tr>
<td>EMD</td>
<td>Scanned copy of DD/ Banker’s Cheque/ Bank Guarantee</td>
</tr>
</tbody>
</table>

**Pre-Qualification Documents**

<table>
<thead>
<tr>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Tender Form</td>
<td>As per Annexure-4</td>
</tr>
<tr>
<td>Bidder’s Authorisation Certificate</td>
<td>As per Annexure-5</td>
</tr>
<tr>
<td>Self-Declaration – No Blacklisting</td>
<td>As per Annexure-6</td>
</tr>
<tr>
<td>Certificate of Conformity/ No Deviation</td>
<td>As per Annexure-7</td>
</tr>
<tr>
<td>All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility</td>
<td>As per the format mentioned against the respective eligibility criteria clause, as per checklist at Annexure-2</td>
</tr>
</tbody>
</table>

c) Commercial bid shall include the following documents:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Documents Type</th>
<th>Document Format</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Financial/ Price Bid</td>
<td>As per BoQ (.XLS) on eProc website</td>
</tr>
</tbody>
</table>

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

e) Post-bid clarifications, if any, will be sought only once, hence, bidders are advised to prepare and submit the bid accordingly and ensure that all the required documents are in place. Also, clarifications shall be sought only for the bid/ documents submitted and no new documents shall be accepted.

5.6 **Cost & Language of Bidding**
a) The Bidder shall bear all costs associated with the preparation and submission of its eBid, and the tendering authority shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

b) The eBid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the tendering authority, 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.

5.7 Alternative/ Multiple Bids

Alternative/ Multiple bids shall not be considered at all.

5.8 Bid Prices

a) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. Revision in VAT and Service Tax shall be on account of the tendering authority, if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.

b) All the prices should be quoted only in Indian Rupees (INR) Currency.

c) Prices/ Rates shall be written both in figures and words, as applicable.

d) All rates quoted must be FOR destination/ site where the IT/ Computer systems and allied items are to be installed, and should include all incidental charges except Central/ Rajasthan VAT, which should be shown separately in the Financial/ Commercial bid format only.

e) The prices quoted by the Bidder in the Financial/ Commercial bid shall conform to the requirements specified therein and would remain constant for the entire contract duration of three years.

f) All the required items must be listed and priced separately in the financial bid. If a financial bid shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. Items not listed in the financial bid shall be assumed not to be included in the bid, and provided that the bid is substantially responsive, the corresponding adjustment shall be applied in accordance with the provisions of bidding document.

g) The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price.
h) The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the tendering authority. The competent authority reserves the right to award partial or complete order to the successful bidder in single order or in stages till the validity of rates (for the entire contract period of three years). This shall not in any way limit the tendering authority’s right to contract on any of the terms offered:

   i) or Goods offered from within/ outside the country.

   j) For Related Services whenever such Related Services are specified in the bidding document.

5.9 **Period of Validity of Bids**

   a) Bids shall remain valid for the period of 120 days, as specified in NIT, after the bid submission deadline date prescribed by the tendering authority. A bid valid for a shorter period shall be rejected by the tendering authority as nonresponsive bid.

   b) In exceptional circumstances, prior to the expiration of the bid validity period, the tendering authority may request bidders to extend the period of validity of their Bids. The EMD shall also be extended for a corresponding period. A bidder may refuse the request without forfeiting its bid security i.e. EMD. A bidder granting the request shall not be required or permitted to modify its bid.

5.10 **Earnest Money Deposit (EMD)**

   a) Every bidder, if not exempted, participating in the bidding process must furnish the required EMD, as specified in the Notice Inviting E-Tender (NIT), without which e-Tenders/ bids will not be considered. The amount should be deposited in either of the following forms in favour of “Secretary & Commissioner, DoIT&C” payable at “Jaipur”.

   - Cash through treasury Challan deposited under head ”8443-Civil Deposits – 103 – Security Deposits”.

   - Bank Drafts/ Bankers Cheque of the scheduled Bank.

   b) Refund of earnest money: The earnest money of unsuccessful bidder shall be refunded soon after issuance of work order to the successful bidder.

   c) Partial exemption from earnest money: Firms which are registered with Director of Industries Rajasthan, shall furnish the amount of earnest money in respect of items for which they are registered as such subject to their furnishing registration certificate in original or Photostat copy or a copy thereof duly attested by any Gazetted Officer from the Director of Industries Rajasthan, at the rate of 1% of the estimated value of the e-Tender/ bid shown in NIT.

   d) The Central Government and Government of Rajasthan Undertakings need not furnish any amount of earnest money.
e) The earnest money/ security deposit lying with the department/office in respect of other e-Tenders/ bids awaiting approval or rejected or on account of contracts being completed will not be adjusted towards earnest money/ security money for the fresh e-Tenders/ bids. The earnest money may however, be taken into consideration in case e-Tenders/ bids are re-invited.

f) Forfeiture of earnest money: The earnest money will be forfeited in the following cases:

- When bidder withdraws or modified the officer after opening of e-Tender/ bid but before acceptance of e-Tender/ bid.
- When bidder does not execute the agreement if any, prescribed within the specified time.
- When the bidder does not deposit the security money after the supply order is given.
- When he fails to commence the supply of the items as per supply order within the time prescribed.

5.11 Deadline for the submission of Bids

a) Bids must be submitted by the bidders at the address and no later than the date and time indicated in the NIT.

b) Normally, the date of submission and opening of bids would not be extended. However, in exceptional circumstances or when the bidding document is required to be substantially modified as a result of discussions in pre-bid conference and the time with the prospective bidders for preparation of bids appears insufficient, the date may be extended by DoIT&C and due publicity to such change in date of opening of bids would be given. In such cases, it would be ensured that after issue of corrigendum, reasonable time is available to the bidders to prepare and submit their bids. Any change in date of submission and opening of bids would also be placed on the respective websites immediately. However, if the modifications in bidding document, specifications of goods and service are substantial, fresh publication of original bid inquiry may also be issued.

c) The tendering authority may, at its discretion, extend the deadline for the submission of bids by amending the bidding document, in which case all rights and obligations of the tendering authority and bidders previously subject to the deadline shall thereafter would be subject to the deadline as extended.

5.12 Withdrawal and Re-submission (Substitution) of Bids

a) If permitted by the tendering authority, a Bidder may withdraw its bid or re-submit its bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at eProc website under the section “Bidder’s Manual Kit”.

b) Bids withdrawn shall not be opened and processed further.
5.13 Bid Opening/ Opening of E-Tenders

a) eTenders/ eBids shall be opened on the date and time mentioned in the NIT in the presence of bidders or their authorised representative who may choose to attend. Alternatively, the bidders may also view the bid opening status/ process online at eProc website.

b) All the documents comprising of technical bid/ cover shall be opened & downloaded from the eProc website (only for the bidder’s who have submitted the prescribed fee(s) to DoIT&C).

c) All the technical bid covers, except the Commercial/ Financial cover, shall be opened one at a time, and the following read out and recorded: the name of the bidder; the presence of the RISL processing fee, e-Tender fee, EMD and any other details as the tendering authority may consider appropriate.

d) The Tendering authority shall prepare a record of the bid opening that shall include, at a minimum: the name of the bidder and the presence or absence of RISL processing fee, E-Tender fee, and EMD. The bidder's representatives who are present shall be required to sign the attendance sheet.

e) The Commercial/ Financial 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.

5.14 Selection method

a) The selection method is Least Cost Based Selection (LCBS or L1). The bid with lowest commercial (L1) i.e. lowest price quoted for Total project cost as mentioned in Financial Bid table (Column 5 for S.No F i.e. F5) will be considered as the successful bid i.e. Lowest Bid (L1 Bid).

5.15 Guiding Principles for Evaluation of Bids

a) The tendering authority shall strictly apply only and all of the evaluation and qualification criteria specified in the bidding document.

b) The determination shall be based upon an examination of the documentary evidence of the bidder’s qualifications and proposed solution submitted by the bidder.

c) A bidder shall be considered to be eligible if it meets the eligibility criteria mentioned in the RFP.

d) A responsive bid would be the one that meets the requirements of the bidding document including the technical evaluation criteria, if any, without material deviation, reservation, or omission where:

i. “Deviation” is a departure from the requirements specified in the bidding document;

ii. “Reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
iii. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.

e) A material deviation, reservation, or omission is one that,

iv. if accepted, would:

a. affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the bidding document; or

b. limits in any substantial way, inconsistent with the bidding document, the tendering authority’s rights or the bidder’s obligations under the proposed Contract; or

v. if rectified, would unfairly affect the competitive position of other bidders presenting responsive bids.

f) The tendering authority shall examine the technical bid including the pre-qualification documents.

g) Provided that a bid is substantially responsive, the tendering authority –

- may waive any nonconformity in the bid that does not constitute a material deviation, reservation or omission.
- may request that the bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the price of the bid. Failure of the bidder to comply with the request may result in the rejection of its bid.
- shall rectify nonmaterial nonconformities or omissions. To this effect, the bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in pre-qualification and Evaluation Criteria of this bidding document.

h) The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause 17 or 18, ad shall be informed in writing about the date, time and place of opening of their financial bids.

i) The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.

5.16 Evaluation of Technical Bids
a) The technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids. It shall examine the technical bid including the pre-qualification documents.

b) Technical evaluation criteria: - as per Annexure-2

c) The eligible bidders whose bid is determined to be substantially responsive shall be considered to be qualified in the technical evaluation, unless disqualified pursuant to clause “Conflict of Interest” or “Disqualification”, and shall be informed, either in writing or by uploading the details on the websites mentioned in the NIT, about the date, time and place of opening of their financial bids.

d) The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid will be returned unopened and EMD refunded after completion of the bid process i.e. award of the contract to the best/successful bidder.

5.17 Evaluation of Financial Bids

a) The financial bids/covers of bidders who qualify in technical evaluation shall be opened online at the notified time, date and place by the members of the designated Procurement Committee in the presence of the bidders or their representatives who choose to be present. Alternatively, the bidders may also view the financial bid opening status/process online at eProc website.

b) The process of opening of financial bids/covers shall be similar to that of technical bids.

c) The names of the firms, the rates given by them shall be read out and recorded in e-Tender opening register.

d) To evaluate a financial bid, the tendering authority shall consider the following:
   i. the bid price as quoted in accordance with bidding document.
   ii. price adjustment for correction of arithmetic errors in accordance with bidding document.

e) The tendering authority’s evaluation of a bid will exclude and not take into account, in the case of goods, Rajasthan VAT but Central Sales Tax shall be considered for purposes of comparison.

f) 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. Treatment of CenVAT/ VAT etc. would, however, be as per clause given below.

g) All rates quoted must be FOR destination and should include all incidental charges except Octroi, Central Sales Tax/ VAT which should be shown separately. In case of local supplies the rates should include all taxes, etc., and no cartage or transportation charges will be paid by the Government and the delivery of the goods shall be given at the premises/ onsite.
5.18 **Clarification of Bids**

a) To assist in the examination, evaluation, comparison and post qualification of the Bids, the tendering authority may, at its discretion, ask any bidder for a clarification of his bid. The tendering authority’s request for clarification and the response shall be in writing.

b) Any clarification submitted by a bidder with regard to his bid that is not in response to a request by the tendering authority shall not be considered i.e. No new documents shall be accepted.

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 tendering authority in the evaluation of the Commercial/ Financial Bids.

5.19 **Correction of Arithmetic Errors**

Provided that the bid is substantially responsive, the competent Purchase Committee shall correct arithmetical errors on the following basis:

i. 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 tendering authority 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;

ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

iii. 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 (i) and (ii) above.

5.20 **Comparison of Rates of firms outside and those in Rajasthan**

While tabulating the e-Tenders/ bids of those firms which are not entitled to price preference, the element of Rajasthan Sales Tax (RST)/ Rajasthan VAT (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms outside Rajasthan. In such case if the price of any commodity being offered for sale by firms in Rajasthan is the same or lower & excluding element of RST/ RVAT than the price of firm outside Rajasthan (including element of CST), the commodity shall be purchased from the firm in Rajasthan.

5.21 **Price Preference**
No margin of preference/price preference shall be given to the goods produced or manufactured by industries of Rajasthan over goods produced or manufactured by industries outside Rajasthan.

5.22 **Comparison of bids and determination of the best value bid**

The tendering authority shall compare responsive bids of all eligible bidders to determine the best value bid, in accordance with the evaluation criteria given in this RFP.

5.23 **Disqualification**

Tendering authority may at its sole discretion and at any time during the processing of bids, disqualify any bidder/bid from the bid process if the bidder:

i. Has not submitted the bid in accordance with the bidding document.

ii. Has submitted bid without submitting the prescribed E-Tender Fee, RISL Processing Fee, EMD or the Bidder's authorisation certificate/Power of Attorney.

iii. Has imposed conditions in his bid.

iv. During validity of the bid or its extended period, if any, increases his quoted prices.

v. Has made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.

vi. Has failed to provide clarifications related thereto, when sought.

vii. Has submitted more than one bid. This will cause disqualification of all bids submitted by such bidders.

viii. Is found to canvass, influence or attempt to influence in any manner for the qualification or selection process, including without limitation, by offering bribes or other illegal gratification.

5.24 **Price Negotiations**

No price negotiation shall be held by the purchaser with a bidder with respect to a bid submitted by him.

5.25 **Approval of Purchase Committee**

The purchase Committee after due consideration of e-Tenders/bids, their conditions, financial implications, seeing samples and test reports if any, discussions with the bidders about the important features of their articles, etc., may approve bid. In cases, where there is a disagreement by the Accounts member, bids will be considered by the next higher Purchase Committee and in case of Departmental Purchase Committee by the Finance Department.

5.26 **Approval of other than lowest offer**

a) Where it is not possible to accept the lowest offer for reasons such as quality of stores/equipments, past performance of lowest bidder, unusual terms of payment or other similar
reasons, purchases may be made from other than lowest bidder by the Purchase Committee at the level of Department and Head of Department. Reasons shall be recorded.

b) Purchases from firms other than the lowest e-Tender/ bid in case of Committee at regional level shall be referred to next higher Committees.

c) In case of single e-Tender/ bid received in response to N.I.T., the next higher Committee may decide to sanction or re-invite after recording reasons. The Departmental Committee constituted by the Government shall however, be competent to decide itself.

d) It would not be necessary to re-tender if the number of e-Tenders/ bids received is less than three even after wide publicity and the Committee is satisfied that the rates received are fair and reasonable.

e) The e-Tenders/ bids once cancelled shall not be considered at any level because the offers once cancelled become invalid.

f) The e-Tender/ bid shall remain open for consideration of the committee from the date of opening of financial bid up to the period given below:

   At the level of Purchase Committee: upto 30 days.
   At the level of Departmental Purchase Committee: upto 60 days.

g) In case, the e-Tender/ bid is not considered within the prescribed period; the next higher committee may consider the e-Tender/ bid. In case of departmental purchase committee, such e-Tenders/ bids may be considered by the Administrative department.

h) ‘Single E-Tender/ Bid’ means only one evaluated responsive/ eligible bid in an open e-Tender/ bid, whether one or more bids were received in response to the NIT.

5.27 Acceptance of e-Tenders/ bids

a) As soon as a bid is accepted, intimation to this effect shall be promptly conveyed. In cases, where a specific stipulation has been made by a bidder that he should be informed of the acceptance by a particular date and in a particular manner, the same should be strictly followed and acceptance conveyed.

b) The acceptance is complete as soon as it is posted where the post the medium of communication between the parties. Proper care shall be taken to address the letter or telegram correctly.

c) In cases, however, where due to unavoidable circumstances the dispatch or the acceptance is likely to be delayed, the bidder shall be requested to extend validity as in absence of such extension, the contract will not be a valid one.

d) The bidder shall be asked to execute agreement bond on a non-judicial stamp paper of prescribed value at his cost.
e) The agreement shall include all important conditions, counter conditions accepted and all correspondence exchanged with the firm.
f) The unsuccessful bidder shall be informed simultaneously and asked to collect their samples (if any) and EMD.

5.28 Confidentiality

a) Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract award.
b) Any attempt by a bidder to influence the tendering authority or other officials in the examination, evaluation, comparison, and post qualification of the bids or Contract award decisions may result in the rejection of his bid.
c) From the time of bid opening to the time of Contract award, if any bidder wishes to contact the tendering authority on any matter related to the bidding process, he is allowed to do so in writing.

5.29 Conflict of Interest

a) DoIT&C considers a conflict of interest 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. In pursuance of DoIT&C's Procurement Ethics requirement that bidders, suppliers, and contractors under contracts, observe the highest standard of ethics, DoIT&C will take appropriate actions against the bidder, if it determines that a conflict of interest has flawed the integrity of any procurement process. Consequently all bidders found to have a conflict of interest shall be disqualified.
b) A bidder may be considered to be in a conflict of interest if the bidder or any of its affiliates participated as a consultant in the preparation of the solicitation documents/RFP for the procurement of the goods and services that are the subject matter of the bid.
c) It may be considered to be in a conflict of interest with one or more parties in the bidding process if
   i. they have controlling shareholders in common; or
   ii. it receives or have received any direct or indirect subsidy from any of them; or
   iii. they have the same legal representative for purposes of the Bid; or
   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 Bidder, or influence the decisions of the tendering authority regarding this bidding process.

5.30 **Right to Vary Quantities**
   
a) At the time the Contract is awarded, the quantity of Goods and Related Services originally specified in the bidding document may be increased or decreased and without any change in the unit prices or other terms and conditions of the bid and the bidding document.

b) If the work order is placed upto 100% in excess of the quantities mentioned in the bidding document, the bidder shall be bound to meet the required supply.

c) If the tendering authority does not purchase any of the tendered articles or purchases less than the quantity indicated in the e-Tender form, the bidder shall not be entitled to claim any compensation.

5.31 **Repeat Orders**

Repeat orders may also be placed with the consent of the supplier/ selected bidder on the rates and conditions given in the bidding document. In such a case, the delivery/ completion period will also be proportionately increased.

5.32 **Re-Invitation of e-Tender/ bid**

a) Re-Invitation of e-Tender/ bids shall be resorted to sparingly as the Government is put to loss due to higher rates. However, there may be cases where e-Tenders/ bids are required to be re-invited on account of expiry of validity period, considerable change in specification after the receipt and opening of e-Tenders/ bids, or offers being insufficient or offers having unusual terms and conditions or any other reasons.

5.33 **Signing of Contract**

a) Promptly after notification of award, the tendering authority shall send to the successful bidder the Contract Agreement including “Special Conditions of Contract”.

b) Within Fifteen (15) days of receipt of the Letter of Intent/ Work Order from the tendering authority, the successful bidder shall sign, date, and return the Contract Agreement to the tendering authority.

5.34 **Reservation of Rights**

To take care of unexpected circumstances, DoIT&C reserves the rights for the following:

a) Extend the closing date for submission of the bid proposals.

b) Amend the bidding requirements at any time prior to the closing date, with the amendment being notified to prospective bidders and on the respective websites.
c) Allow a bidder to change its technical proposal if the same opportunity is given to all bidders but before the opening of financial bids.

d) To accept any bid not necessarily the lowest, reject any bid without assigning any reasons and accept bid for all or anyone or more of the articles/services for which bid has been invited or distribute items of stores/services to more than one bidder.

e) Terminate or abandon the bidding procedure or the entire project whether before or after the receipt of bid proposals.

f) Seek the advice of external consultants to assist DoIT&C in the evaluation or review of proposals.

g) Make enquiries of any person, company or organization to ascertain information regarding the bidder and its proposal.

h) Reproduce for the purposes of the procedure the whole or any portion of the proposal despite any copyright or other intellectual property right that may subsist in the proposal.

5.35 Monitoring of Contract

a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by tendering authority to monitor the progress of the contract during its delivery period.

b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work like fabrication work, the process of completion of work may be watched and 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 tendering authority 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/she agree to abide by all its terms, conditions and deposits with the tendering authority 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 tendering authority.
6. TERMS AND CONDITIONS OF E-TENDER & CONTRACT

6.1 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 therefrom, 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.

6.2 General Terms & Conditions

6.2.1 The bidder shall be deemed to have carefully examined the conditions, specifications, size, make and drawings, etc., of the goods to be supplied. If he has any doubts as to the meaning of any portion of these conditions or of the specification, drawing, etc., he shall, before signing the contract, refer the same to the Purchase Officer and get clarifications.

6.2.2 Income Tax and VAT Registration and VAT Clearance Certificate

No firm who does not hold a valid Permanent Account Number (PAN)/ Tax Identification Number (TIN) from Income Tax department, GoI and who is not registered under the Sales Tax Act prevalent in the State where his business is located shall bid. The VAT/Service Tax Registration Number should be quoted and a VAT Service Tax clearance certificate of the Circle concerned valid on the date of submission of bid shall be submitted without which the bid is liable to rejection. The bidder quoting Rajasthan VAT should have valid VAT registration in the state of Rajasthan and he should mention the same VAT registration number in the bid document.

6.2.3 Contract Documents

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

6.2.4 Interpretation

a) If the context so requires it, singular means plural and vice versa.

b) Commercial Terms: The meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by commercial terms. All the terms shall be governed by the rules prescribed in the current edition of commercial terms, published by the Indian Chamber of Commerce at the date of the Invitation for Bids or as specified in the bidding document.

c) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.

d) 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.
e) 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.

f) 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.

g) 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.

6.2.5 Language

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

b) The successful/ selected bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

6.2.6 Eligible Goods and Related Services

a) For purposes of this Clause, the term “goods” includes Application software and “related services” includes services such as Performance Testing, Enhancement, Maintenance implementation, and support to be provided during contract period, training, and maintenance.

b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model numbers, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier.
c) The OEM/ Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.

d) The OEM/ Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution/ System Integration partner agreement will not be accepted.

e) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

6.2.7 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.

6.2.8 Scope of Supply
a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.

b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.

6.2.9 Delivery & Installation
a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.

b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.

d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all
assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.

6.2.10 **Supplier's/ Selected Bidder’s Responsibilities**

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

6.2.11 **Purchaser's Responsibilities**

a) Whenever the supply of goods and related services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

b) The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with the general and special conditions of the contract.

6.2.12 **Contract Price**

a) The Contract Price shall be paid as specified in the contract subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

b) Prices charged by the Supplier/ Selected Bidder for the services delivered and 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.

6.2.13 **Recoveries from Supplier/ Selected Bidder**

a) Recoveries of liquidated damages, penalties, short supply, rejected software shall be made from bills.

b) Amount may also be withheld to the extent of short supply and/or rejected software/ articles and in case of failure in satisfactory replacement by the supplier along with amount of liquidated damages shall be recovered from his dues and security deposit available with the department.

   c) In case, recovery is not possible, recourse will be taken under Rajasthan PDR act or any other law in force.

6.2.14 **Taxes & Duties**

a) The income tax, service tax, value added tax, etc., if applicable, shall be deducted at source from the payment to the Supplier/ Selected Bidder as per the law in force at the time of execution of contract.
b) The entry tax, if applicable shall be deducted at source and deposited in the government treasury in proper revenue receipt head of account.

c) For goods/products 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) Revision in VAT and Service Tax shall be on account of the tendering authority. Revision of any other tax or duty shall be on account of the bidder.

e) 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.

6.2.15 **Agreement & Security Deposit**

a) Before signing of contract agreement, the successful Bidder shall furnish the Performance Security Deposit (PSD) @ 5% of the total contract value, in accordance with the provisions under the “General Terms & Conditions” of the Contract as mentioned in this bidding document.

b) The bidder shall furnish the following documents at the time of execution of agreement:-
   i. Attested copy of Partnership Deed in case of Partnership Firms.
   ii. Registration Number and year of registration in case partnership firm is registered with Registrar of Firms.
   iii. Address of residence and office, telephone numbers in case of sole Proprietorship.
   iv. Registration issued by Registrar of Companies in case of Company.

c) The earnest money deposited at the time of bid submission, if feasible, will be adjusted towards security amount. The Security amount shall in no case be less than earnest money.

d) No interest will be paid by the department on the security money.

e) The forms of security money shall be as below :-
   i. Cash/ Bank Draft/ Bankers Cheque/ Receipted copy of Challan.
   iii. National Savings Certificate, Defence Savings Certificates, Kisan Vikas Patras, or any other script/instrument under National Savings Scheme for promotion of small savings, if the same can be pledged. These certificates shall be accepted at surrender value.

f) The security money shall be refunded within one month of the final supply of the items as per purchases order in case of one time purchase and two months in case delivery is staggered, after the expiry of contract on satisfactory completion of the same or after the expiry of the
period of guarantee if any, whichever is later and after satisfied there are no dues outstanding against the bidder.

g) Firms registered with the Director of Industries, Rajasthan in respect of stores for which they are registered, subject to their furnishing the registration and prescribed in original form the Director of Industries or a Photostat copy of a copy thereof duly attested by any Gazetted Officer, will be partially exempted from earnest money and shall pay security deposit at the rate of 1% of the estimated value of e-Tender/ bid.

h) Central Government and Government of Rajasthan's Undertakings will be exempted from furnishing security amount.

i) Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:-

i. When any terms and conditions of the contract is breached.

ii. When the bidder fails to make complete supply satisfactorily.

iii. Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Purchase Officer in this regard shall be final.

iv. Termination of contract due to poor performance.

j) The expenses of completing and stamping the agreement shall be paid by the bidder and the department shall be furnished free of charge with one executed stamped counter part of the agreement.

6.2.16 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 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 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.

6.2.17 Specifications and Standards

a) All software and services supplied shall strictly conform to the specifications laid down in the e-Tender form and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the articles supplied conforms to the specifications shall be final and binding on the supplier/ selected bidder.

b) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

6.2.18 Inspection

a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the premises of successful bidder and shall have the power at all reasonable time to inspect and examine the manpower and their software development skills during
development process or afterwards as may be decided. Inspection shall be made at installation site.

b) The bidder shall furnish complete address of the premises of his office where inspection can be made together with name and address of the person who is to be contacted for the purpose.

c) Application software when received shall be subject to inspection to ensure whether they conform to the specifications. Where necessary or prescribed or practical, tests shall be carried out in Government Department and the software will be accepted only where it conforms to the standard of prescribed specifications.

6.2.19 Rejection

a) The application software not approved during inspection or testing shall be rejected and will have to be replaced by the bidder at his own cost within the time fixed by the Purchase Officer.

b) If, however, due to exigencies of Government work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

c) The rejected software shall be removed by the bidder within 3 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the bidder’s risk and on his account.

6.2.20 Extension in delivery Period and Liquidated damages (LD):

a) In case of extension in the delivery and installation period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of work/service which the tenderer has failed to supply or complete. The value of work/service for the purposes of calculation of LD shall be the unit activity price as per the financial bid for elements A to D. In case of change request, the total cost of the change request calculated on the basis of man-month rate in element F of the financial bid shall be considered as the project cost for purposes of calculation of LD.

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<tr>
<th>No</th>
<th>Condition</th>
<th>LD%</th>
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<tbody>
<tr>
<td>a.</td>
<td>Delay up to one fourth period of the prescribed delivery period, successful installation and completion of work</td>
<td>2.5%</td>
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<tr>
<td>b.</td>
<td>Delay exceeding one fourth but not exceeding half of the prescribed</td>
<td>5.0%</td>
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<td>period of delivery, successful installation and completion of work</td>
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<tr>
<td>c. Delay exceeding half but not exceeding three fourth of the prescribed period of delivery, successful installation and completion of work</td>
<td></td>
<td>7.5 %</td>
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<tr>
<td>d. Delay exceeding three fourth of the prescribed period of delivery, successful installation and completion of work</td>
<td></td>
<td>10.0 %</td>
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b) Note: Fraction of a day in reckoning period of delay in supplies/software/ maintenance services shall be eliminated if it is less than half a day.

c) The maximum amount of agreed liquidated damages shall be 10%

d) If the 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 supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

e) The purchase officer may extend the delivery period with or without LD in case they are satisfied that the delay in the supply of goods is on account of hindrances. Reasons shall be recorded.

6.2.21 Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his e-Tender/ bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of e-Tender/ bid issued by the Purchase Officer.

6.2.22 If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the Head of the Department who will appoint his senior most deputy as the Sole Arbitrator of the dispute who will not be related to this contract and whose decision shall be final.

6.2.23 All legal proceedings, if necessary arise to institute may by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.

6.2.24 **Warranty/ Maintenance/ support**

a) The warranty/ maintenance/ support shall be provided by the successful bidder for a period of 3 years from the date of signing of SLA.

b) The successful bidder would be required to maintain and be able to submit a comprehensive document/ report (Technical and functional) for the current updated status of the application/ architecture in accordance with the Project Implementation, SoW, details pertaining to services rendered and other performance data, whenever required by DOIT&C.

6.2.25 **Patent Indemnity**
a) The supplier/ selected bidder shall, subject to the Purchaser’s compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

i. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and

ii. the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.

d) The Purchaser shall, at the supplier’s/ selected bidder’s request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.

e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney’s fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

6.2.26 Limitation of Liability

Except in cases of gross negligence or wilful misconduct:

a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier/selected bidder to pay liquidated damages to the Purchaser; and

b) the aggregate liability of the supplier/selected bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the Contract, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier/selected bidder to indemnify the Purchaser with respect to patent infringement.

6.2.27 Change in Laws & Regulations

a) Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in Rajasthan/India, where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited, if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with Clause “Contract Price”.

6.2.28 Arbitration

a) In the case of dispute arising upon or in relation to or in connection with the contract between the Purchaser and the Supplier, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Supplier, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of
appointment of the two arbitrators, the Presiding arbitrator shall be appointed by Principal Secretary, IT&C. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

b) Arbitration proceedings shall be held in India at Jaipur and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

c) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Purchaser and the supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

6.2.29 Force Majeure

d) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

e) For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

f) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the DoIT&C in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by DoIT&C, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

g) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.

h) In case a Force Majeure situation occurs with the DoIT&C, the DoIT&C may take the case with the supplier/ selected bidder on similar lines.

6.2.30 Change Orders and Contract Amendments

The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract in any one or more of the following:
• drawings, designs, or specifications, where Goods/ software/ services to be furnished under the Contract are to be specifically manufactured for the Purchaser;

• the method of shipment or packing;

• the place of delivery; and

• the related services to be provided by the supplier/ selected bidder.

6.2.31 Termination

a) Termination for Default

i. The e-Tender sanctioning authority of DoIT&C may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part:

a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by DoIT&C; or

b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or

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

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

ii. If DoIT&C terminates the contract in whole or in part, amount of PSD may be forfeited.

iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

DoIT&C 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 DoIT&C.

c) Termination for Convenience

i. DoIT&C, by a written notice of at least 30 days sent to the supplier/ selected bidder may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent
to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

d) Termination for poor performance

i. The e-Tender sanctioning authority of DoIT&C may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part in the following conditions:

a) Application is down for a continuous period of 48 hours or more, impacting majority users

b) Penalty imposed on the selected bidder reaches the upper cap of 25% for 3 quarters in a year

Above conditions shall constitute breach of contract and shall lead to forfeiture of performance security.

6.2.32 Blacklisting: The successful bidder shall be blacklisted if the Purchaser thinks of doing so and no further contract will be assigned to the successful bidder who has been blacklisted. The successful bidder shall be blacklisted on any of the following grounds by a written notice to this effect:

- if Purchaser or any other Department/Corporation/Board of GoR availing services based on this shortlisting, complaints that bidder is incompetent to provide the desired level/ standard of Goods/ equipment/ services which he is bound to under the contract.

- if Purchaser or any other Department/Corporation/Board of GoR availing services based on this shortlisting, complaints that the bidder is engaged in any malpractice at any level.

- if Purchaser or any other Department/ Corporation/Board of GoR availing services based on this shortlisting, complaints that the equipment/ services rendered by bidder are not as per specifications, of bad quality or inadequate.

- if the bidder fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the Purchaser.

- If hiding of facts by the bidder is revealed at any stage
The Purchaser would forfeit all the performance securities/bank guarantee deposits against this supply order placed on to it. The complaint would be looked into and an opportunity of being heard would be provided to the successful bidder but if DoIT&C comes to the conclusion that the complaint is fully or partially true, its decision to blacklist successful bidder would be final.

6.2.33 Exit Management

a) Preamble

i. The word ‘parties’ include the tendering authority 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 contract agreement.

iii. In the case of termination of the Project Implementation and/or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

b) Transfer of Assets

i. The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by DoIT&C to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.

ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of DoIT&C as desired by the tendering authority during the exit management period.

iii. DoIT&C during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.

iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
a. In the event, if the assets which to be transferred to DoIT&C mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to DoIT&C or its nominated agencies.

b. All title of the assets to be transferred to DoIT&C or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.

c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to DoIT&C.

d. That the products and technology delivered to DoIT&C during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bid document without prior written notice and approval of DoIT&C. Supplied hardware, software & documents etc., used by selected bidder for DoIT&C shall be the legal properties of DoIT&C.

c) Cooperation and Provision of Information during the exit management period

i. The selected bidder will allow DoIT&C 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 DoIT&C or its nominated agencies to assess the existing services being delivered.

ii. The selected bidder shall provide complete documentation of the current status of application/ architecture.

iii. 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. DoIT&C 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 DoIT&C or its nominated agencies and/ or any replacement operator to have reasonable
access to its employees and facilities as reasonably required by DoIT&C or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

d) Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to DoIT&C 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 DoIT&C or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by DoIT&C 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 DoIT&C or its nominated agencies to carry out due diligence in order to transition the provision of the services to DoIT&C 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 DoIT&C or its nominated agencies all new or updated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.

e) Transfer of certain agreements

i. On request by Tendering Authority or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Tendering authority or its nominated agencies may require in favour of tendering authority or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party leasers, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by DoIT&C 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 contract agreement, 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 DoIT&C or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f) General Obligations of the selected bidder

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

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

g) Exit Management Plan

i. The selected bidder shall provide DoIT&C 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 contract agreement 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 DoIT&C 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 DoIT&C or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.

v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.

vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by DoIT&C or its nominated agencies.

vii. In the event of termination or expiry of contract agreement, 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.

6.3 Terms of Payment:

a) Payment shall be made by the Purchaser after ascertaining that the service levels are met with as per the contract after deduction of liquidated damages and penalties as per this RFP.

b) Payment schedule for the bid will be as per details given below:

**Table: 6.1 Payment Schedule**

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Milestone</th>
<th>Project Deliverables (Ref: Table 4.1 of RFP)</th>
<th>Payment Periodicity</th>
<th>Applicable Payment (Ref: Financial Bid Annexure-8)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A. Performance Analysis &amp; Improvement</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>Performance Analysis &amp; Improvement (First Test Cycle) (RFP Clause 4.1)</td>
<td>Result analysis &amp; reports (D1)</td>
<td>Once</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Recommendations Report (D2)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Implementation report (D3)</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Performance Analysis &amp; Improvement (First Test Cycle) (RFP Clause 4.1)</td>
<td>Compliance Report (D4)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>B. Compliance of Security Audit Recommendations</td>
<td>Compliance Report (Annexure 12) (D5)</td>
<td>Once</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Compliance Report for SSL Certification (D6)</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Compliance of Security Audit Recommendations (RFP Clause 4.2)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C. Payment Gateway Integration
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Action</th>
<th>Frequency</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Payment Gateway Integration (RFP Clause 4.3)</td>
<td>UAT &amp; Sign-off by DoIT&amp;C (D8)</td>
<td>Once</td>
<td>100% of the quoted unit activity cost on actuals. (Ref C3 of Fin bid)</td>
</tr>
<tr>
<td>4</td>
<td>Maintenance &amp; Enhancement (RFP Clause 4.4)</td>
<td>Report for incidents reported and action taken after sign-off from DoIT&amp;C (D9)</td>
<td>Quarterly</td>
<td>100% of payment for quoted unit activity cost on actuals &amp; (Ref: D3 of Fin Bid)</td>
</tr>
<tr>
<td>5</td>
<td>Change Request Management, if any (RFP Clause 4.5)</td>
<td>UAT &amp; Sign-off by DoIT&amp;C (D10)</td>
<td>As mutually decided</td>
<td>100% of the quoted unit activity cost on actuals. (Ref E3 of Fin bid)</td>
</tr>
</tbody>
</table>

c) The Supplier's/ Bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the goods/services delivered/performed, and by the documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the awarded Contract. The successful bidder would be required to provide a consolidated sheet for issues resolved against issues received along with the monthly invoice.

d) The bidder has to obtain sign-off on the deliverables before raising the invoices. The one time payment for activities as mentioned in S.No: 1-3 of table 6.1 shall be released one (1) month after UAT/ Go live and receipt of satisfactory performance report issued by DoIT&C to successful bidder.

e) Payment shall be made by the Purchaser on a Quarterly basis for activity mentioned in S.No. 4 of table 6.1 after ascertaining that the service levels are met with for that quarter as per the contract.

f) The costing of change request shall be done as per financials mentioned in financial bid format- for Man month cost for software development/ modification/enhancement.

g) All work contract tax, service tax/VAT and income tax, etc. will be deducted at source as per the prevalent rules & regulations at the time of making payments to the selected bidder during the billing cycles.

h) Payments shall be made on actuals, promptly by the Purchaser as per the quoted rates and after submission of an invoice (in triplicate) for payment by the Supplier/ Bidder, and the
Purchaser has accepted it. However, any delay in payment will not entitle the contractor for any compensation or form ground for extension in delivery period without liquidated damages.

i) The officer(s) of DoIT&C will examine the bill thoroughly being payment authority and as per the terms & conditions of the bid and then shall process the bill for actual payment to be made to selected bidder. The DD/ Banker Cheques will be made in the name of selected bidder as per the detail given in bill.

j) The currency or currencies in which payments shall be made to the Supplier under this Contract shall be Indian Rupees (INR) only.

k) All remittance charges will be borne by the bidder.

l) In case of disputes, 20% of the amount shall be withheld and will be paid only after settlement of the dispute.

m) Payment in case of those goods/products which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

6.4 Special Conditions of the Bid

6.4.1 Service Level Agreements / Penalty clauses for various issues related to Maintenance & Enhancement services provided by the successful bidder as per clause 4.4

6.4.2 Response and resolution time for bugs/ incidents/ requests/ changes reported by DoIT&C

<table>
<thead>
<tr>
<th>Severity:</th>
<th>Response time</th>
<th>Resolution Time</th>
<th>Penalty for breach of Resolution time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity A (Critical/ Top Priority)</td>
<td>15 Mins</td>
<td>1-2 Hours</td>
<td>Rs. 5,000/- per day per unresolved ticket</td>
</tr>
<tr>
<td>Severity B (High Priority)</td>
<td>1 Hr.</td>
<td>24 Hours</td>
<td>Rs. 3,000/- per day per unresolved ticket</td>
</tr>
<tr>
<td>Severity C (Medium Priority)</td>
<td>4 Hrs</td>
<td>72 Hours</td>
<td>Rs. 1,000/- per day per unresolved ticket</td>
</tr>
<tr>
<td>Severity D (Low Priority)</td>
<td>24 Hrs</td>
<td>7 Days</td>
<td>Rs. 500/- per day per unresolved ticket</td>
</tr>
</tbody>
</table>

6.4.3 Bidder’s resources: Bidder’s resource will be required to follow leave policy of their respective companies. Any leave by onsite resource would be notified with a prior notice of 7 days to DoIT&C. However, the successful bidder needs to ensure that at least one onsite resource is always available at the customer site. In case the resource at onsite is absent for a day without the approval from DoIT&C, penalty of Rs. 4000/- per resource per day shall be imposed. In case both resources are absent on the same day without approval from DoIT&C, penalty of Rs. 8,000/- per day per resource shall be imposed.
In case a situation arises where the office of DoIT&C is working and there is a leave as per the leave policy of the bidder company, the successful bidder needs to ensure that at least one onsite resource is available at the customer site.

6.4.4 The maximum amount of penalty that can be charged shall be 25% of the total Maintenance and Enhancement component of the financial bid.

6.4.5 Delay in Performance: Delivery of the contract services shall be completed/ provided by the successful bidder in accordance with the time schedule specified in table 4.1, else would form sufficient grounds for delay in Performance and penalty/ Liquidated Damages, as mentioned in this bid document, would be charged to the selected bidder, in case, there is a delay from their end beyond the prescribed project time schedule.
ANNEXURE-1

COVERING LETTER – TECHNICAL BID

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

To,
Secretary, IT&C,
DoIT&C, Jaipur

Dear Sir,

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

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

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

3. I/ we hereby submit our token of acceptance to all the e-Tender terms & conditions without any deviations. Hence, we are hereby submitting our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your RFP.

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

5. I/We agree to abide by this RFP for a period of 120 days from the closing date fixed for submission of bid as stipulated in the RFP document.

6. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act, 1988”.

7. I/We understand that the Purchaser is not bound to accept any bid received in response to this RFP.

8. In case we are engaged by the Purchaser, we shall provide any assistance/cooperation required by Purchaser, appointed auditing agencies (if any), state government officials and Other Stakeholders of the project for performing their duties with respect to this project. We understand that our non-cooperation for the same shall be grounds for termination of service.

9. The requisite e-Tender fee amounting to Rs. ________/-(Rupees <in words>) has been
10. The requisite EMD amounting to Rs. ________/ (Rupees <in words>) has been deposited vide Banker’s Cheque/ DD No. ___________ dated ___________.

Our correspondence details with regard to this RFQ are:

<table>
<thead>
<tr>
<th>No.</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the Contact Person</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Address of the Contact Person</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Name, designation and contact address of the person to whom all references shall be made regarding this RFQ</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Telephone number of the Contact Person</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Mobile number of the Contact Person</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Fax number of the Contact Person</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Email ID of the Contact Person</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Corporate website URL</td>
<td></td>
</tr>
</tbody>
</table>

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: ____________________________________________

Name and Title of Signatory: _________________________________________________________

Name of Firm: _____________________________________________________________________

Address: __________________________________________________________________________
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
<th>Index (Page number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Covering Letter of the Bid</td>
<td>On Bidder’s Letter head in the format given in the Annexure -1 of this document.</td>
<td>Covering Letter as per Annexure-1</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Legal Entity</td>
<td>The bidder should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 or a Proprietorship firm registered under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or a similar Act of any other State/ Union.</td>
<td>Copy of Certificates of incorporation, Copy of Registration Certificates</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Turnover from IT/ ITeS</td>
<td>Annual Turnover of the bidder from IT/ ITeS during each of the last three financial years, i.e., 2009-10 to 2011-12 (as per the last published audited balance sheets), should be at least Rs. 10 crore during each of the last three financial years.</td>
<td>CA Certificate clearly indicating Annual Turnover from IT/ ITeS during each of the last three financial years, i.e., for 2009-10 to 2011-12 with CA’s Registration Number/ Seal</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Net Worth</td>
<td>The net worth of the bidder in the last financial year should be Positive.</td>
<td>CA Certificate for net worth for last three financial years i.e., 2009-10 to 2011-12 with CA’s Registration Number/ Seal</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Technical Capability</td>
<td>Bidder must have successfully developed at least 1 web portal based project for any <strong>Government/ PSU/ private limited company in India</strong> having Oracle as backend and J2EE framework with order value of more than Rs. 80 lakh during the last 3 years as on last date of bid submission. <strong>OR</strong> Bidder must have successfully executed at least 2 web portal based projects for any <strong>Government/ PSU/ private limited</strong></td>
<td>1) Annexure-10 per project reference, 2) Work order 3) Work Completion/ phase completion Certificates from the client; <strong>OR</strong> 1) Annexure-10 per project reference, 2) Work Order 3) Self Certificate (as per Annexure-13) of work Completion/ phase completion Certified by the Statutory Auditor;</td>
<td></td>
</tr>
<tr>
<td>S. No.</td>
<td>Basic Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
<td>Index (Page number)</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------</td>
</tr>
</tbody>
</table>
| 6     | Technical Capability | The bidder should have successfully completed testing of application software project (independent project/ component of a larger project) with order value of more than Rs 3 lakhs for client in India | 1) Work Order  
2) Client Certificate clearly indicating the scope of work (testing and certification of web portal based project including performance / load testing), value of work order and Start & completion date  
OR  
1) Work Order  
2) Self Certificate (as per Annexure-13) Certified by the Statutory Auditor clearly indicating the scope of work (testing and certification of web portal based project including performance / load testing), value of work order and Start & completion date |                     |
| 7     | Tax registration and clearance | The bidder should have i. Service Tax registration number  
ii. Pan number.                                                                                                                                                                                                         | i. Copy of Service Tax Registration Certificate  
ii. Income Tax Registration/ PAN Number                                                                                                                                                                           |                     |
<p>| 8     | Certifications     | The bidder must possess, at the time of bidding, a valid CMMI Level 3 or higher.                                                                                                                                                                                                   | Copy of a valid (CMMI) Level 3 Certification or higher.                                                                                                                                                                 |                     |
| 9     | Blacklisting       | A firm is not eligible to participate in this project while under sanction by RISL/ DoIT&amp;C. Similarly, at the time of bidding, the firms blacklisted/ debarred in participating in any procurement activities by any State or Central Government or UT in India are not allowed to bid. | A Self Certified letter (as per annexure- 6)                                                                                                                                                                             |                     |
| 10    | Manpower           | Strength of at least 100 technically HR certified letter with clear | |</p>
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Basic Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
<th>Index (Page number)</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>EMD</td>
<td>The Bidder should deposit Earnest money along with the Technical bid. The bid received without required Earnest money will be rejected.</td>
<td>Copy of the EMD Receipt/EMD in the specified format.</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Biddere’s Authorization Certificate</td>
<td>Biddere’s Authorization Certificate</td>
<td>As defined in Annexure-5</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Certificate of Conformity/ No Deviation</td>
<td>Certificate of Conformity/ No Deviation</td>
<td>As defined in Annexure-7</td>
<td></td>
</tr>
<tr>
<td>14</td>
<td>RFP</td>
<td>Signed and sealed RFP &amp; Bid Document</td>
<td>Copy of the RFP &amp; Bid Document duly signed and sealed by the auth. signatory on every page.</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Any other</td>
<td>Any other document specified elsewhere in this bid document</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The bidder/ firm is requested to kindly adhere to the order of documents as mentioned above. Also, all the required documents should be properly annexed as indicated above along with an Index Page with the Page numbers of the respective Annexures.

No other additional documents shall be accepted after the submission of bid, only clarifications on the already submitted documents may be sought by the tenderer.
**ANNEXURE-3:**

**PRE-BID QUERIES FORMAT** *(to be filled by the bidder)*

**Name of the Company/Firm:**

___________________________________________________________

E-Tender Fee Receipt No. __________________ Dated___________ for Rs. ________________/-

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

<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Designation</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Company/Firm Contacts:**

<table>
<thead>
<tr>
<th>Contact Person(s)</th>
<th>Address for Correspondence</th>
<th>Email-ID(s)</th>
<th>Tel. Nos. &amp; Fax Nos.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Query / Clarification Sought:**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>RFP Page No.</th>
<th>RFP Rule No.</th>
<th>Rule Details</th>
<th>Query/ Clarification</th>
<th>Suggestion/</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

**Note:** Queries must be strictly submitted only in the prescribed format (.XLS/.XLSX/.ODF). Queries not submitted in the prescribed format will not be considered/ responded at all by the tendering authority. Also, kindly attach the coloured scanned copy of the receipt towards the submission of the bidding/ e-Tender document fee.
ANNEXURE-4:

E-TENDER FORM (to be filled by the bidder)

1) Addressed to:

<table>
<thead>
<tr>
<th>Name of the Tendering Authority</th>
<th>Secretary &amp; Commissioner</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>DoIT&amp;C, 2&lt;sup&gt;nd&lt;/sup&gt; Floor, IT Building, Yojana Bhawan Campus, C-Scheme, Tilak Marg, Jaipur (Raj.)</td>
</tr>
<tr>
<td>Telephone</td>
<td></td>
</tr>
<tr>
<td>Tele Fax</td>
<td></td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

2) Firm Details:

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

3) The requisite e-Tender fee amounting to Rs. _______/- (Rupees <in words>) has been deposited vide receipt no. _______ dated ____________.

4) The requisite EMD amounting to Rs. _______/- (Rupees <in words>) has been deposited vide Banker’s Cheque/ DD No. _______ dated ____________.

5) We agree to abide by all the terms and conditions mentioned in this form issued by the Empanelment Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:
Name & Seal of the firm: ________________________________
Authorized Signatory: ________________________________
ANNEXURE-5:

BIDDER’S AUTHORIZATION CERTIFICATE (to be filled by the bidder)

To,
{Tendering Authority},
_____________________________,
_____________________________,

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 E-Tender/ NIT reference No. _____________________ dated _________. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -  Verified Signature:
Authorised Signatory: -
Seal of the Organization: -
Date: ____________
Place: ________________
ANNEXURE-6:

SELF-DECLARATION – NO BLACKLISTING  {to be filled by the bidder}

To,
{Tendering Authority},
_________________________________,
_________________________________,
______________________________.

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

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

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: ______________
Place: _______________
ANNEXURE-7:

CERTIFICATE OF CONFORMITY/ NO DEVIATION [to be filled by the bidder]

To,
{Tendering Authority},
______________________________,
______________________________,

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the E-Tender/ bidding document and that there are no deviations of any kind from the requirement specifications.

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

I/ We also certify that the price I/ we have quoted is inclusive of all the cost factors involved in the end-to-end implementation and execution of the project, to meet the desired Standards set out in the E-Tender/ bidding Document.

Thanking you,

Name of the Bidder: -
Authorised Signatory: -
Seal of the Organization: -
Date: _____________
Place: _______________
ANNEXURE-8:

FINANCIAL BID FORMAT
{to be filled by the bidder in BoQ (.XLS file) at eProc with a Cover letter on his Letter head}

To,
The Secretary & Commissioner,
DoIT&C, Govt. of Rajasthan,
Jaipur (Raj.)

Reference: NIT No. :_____________________________ Dated:_________

Dear Sir,

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

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

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

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

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.
Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

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

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

Date:
Authorized Signatory
Name:
Designation:
# Financial Bid Format

**Performance Monitoring, Maintenance and Content Management & Enhancement of State e-Mitra Application under e-Mitra project**

Name of the Company/Firm: ________________________________

Address for Correspondence: ________________________________

<table>
<thead>
<tr>
<th>S.N o.</th>
<th>Item/ Activity Description</th>
<th>RFP Ref</th>
<th>Unit Rate (In INR), (Inclusive of all incidental charges &amp; taxes except Service Tax) (1)</th>
<th>Serviced Tax (in INR) (2)</th>
<th>Unit Cost per activity (inclusive of Service Tax), in INR (3)=(1)+(2)</th>
<th>Quantity for contract period (4)</th>
<th>Total Cost (5)=(3)* (4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Performance Analysis &amp; Improvement (Per cycle) (a)</td>
<td>4.1</td>
<td>A1</td>
<td>A2</td>
<td>A3</td>
<td>4</td>
<td>A5</td>
</tr>
<tr>
<td>B</td>
<td>Compliance of Security Audit Recommendations (b)</td>
<td>4.2</td>
<td>B1</td>
<td>B2</td>
<td>B3</td>
<td>1</td>
<td>B5</td>
</tr>
<tr>
<td>C</td>
<td>Payment Gateway Integration (c)</td>
<td>4.3</td>
<td>C1</td>
<td>C2</td>
<td>C3</td>
<td>1</td>
<td>C5</td>
</tr>
<tr>
<td>D</td>
<td>Maintenance and Enhancement (Yearly Cost) (d)</td>
<td>4.4</td>
<td>D1</td>
<td>D2</td>
<td>D3</td>
<td>3</td>
<td>D5</td>
</tr>
<tr>
<td>E</td>
<td>Man Month Cost (per person per month) (for Change Request Management) (e)</td>
<td>4.5</td>
<td>E1</td>
<td>E2</td>
<td>E3</td>
<td>40</td>
<td>E5</td>
</tr>
</tbody>
</table>

**Note:**

a: 2 testing cycles for the first year of the contract and 1 testing cycle for the subsequent two years or as required by DoIT&C

b: once for the contract period of 3 years
c: once for the contract period of 3 years
d: one for Each year, therefore 3 for three years
e: In E above, 40 man-months have been taken for evaluation purpose only. It may be noted that the payment shall be done on actuals as per clause 4.5.
ANNEXURE-9:

PERFORMANCE BANK GUARANTEE
(to be submitted by the bidder’s bank)

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

To,
The Secretary & Commissioner,
DoIT&C, Govt. of Rajasthan,
Jaipur (Raj.)

1. In consideration of the Department of IT&C, Govt. of Rajasthan (hereinafter called "DoIT&C") 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 DoIT&C through Secretary & Commissioner, IT&C and ...................... (Contractor) for the work ...................... (hereinafter called "the said Agreement") of Security Deposit for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.................... (rupees ........................................ only), we ...................... (indicate the name of the Bank), (hereinafter referred to as "the Bank") do hereby undertake to pay to the DoIT&C 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 DoIT&C. Any such demand made on the bank by the DoIT&C 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 DoIT&C and We...................... (Indicate the name of Bank), bound ourselves with all directions given by DOIT&C 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 DoIT&C 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 DOIT&C under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the DOIT&C 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 DOIT&C that the DOIT&C 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 DOIT&C 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 DOIT&C or any
indulgence by the DOIT&C 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 DOIT&C in writing.

8. This performance Guarantee shall remain valid and in full effect, until it is decided to be
discharged by the DOIT&C. Notwithstanding anything mentioned above, our liability against this
guarantee is restricted to Rs.................................. (Rupees..................................only).

9. It shall not be necessary for the DOIT&C 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 DOIT&C 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 DOIT&C
For and on behalf of the DOIT&C

                                 Signature

                                 (Name & Designation)
<table>
<thead>
<tr>
<th><strong>Project Name:</strong></th>
<th><strong>Value of Contract/Work Order (In INR):</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Country:</strong></td>
<td><strong>Project Duration:</strong></td>
</tr>
<tr>
<td><strong>Location within country:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Name of Customer:</strong></td>
<td><strong>Total No. of staff-months of the assignment:</strong></td>
</tr>
<tr>
<td><strong>Contact person with address, phone, fax and e-mail:</strong></td>
<td><strong>Approx. value of the services provided by your company under the contract (in INR):</strong></td>
</tr>
<tr>
<td><strong>Start date (month/year):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Completion date (month/year):</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Name of associated Bidders, if any:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Narrative description of Project:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>List of Services provided by your firm/company</strong></td>
<td></td>
</tr>
</tbody>
</table>

Please attach a copy of the work order/ completion certificate/ purchase order/ letter from the customer for each project reference.
ANNEXURE-11:

DRAFT AGREEMENT FORMAT
{to be mutually signed by selected bidder and tendering authority}

An agreement made this ______ (enter date of Agreement) ______ between__ (enter your firm’s name & address) ____ (hereinafter called "the approved supplier", which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators of the one part and the {TENDERING AUTHORITY} which expression shall, where the context so admits, be deemed to include his successors in office and assigns of the other part.

Whereas the approved supplier has agreed with the {tendering authority} to supply to the {tendering authority name and address} on behalf of (enter name of client organisation) to its various Offices as well as at its branch offices throughout Rajasthan, all those articles set forth in Our Work Order No. ________ Dated __________ appended hereto in the manner set forth in the conditions of the bidding document and contract appended herewith and at the rates set forth in the said order.

And whereas the approved supplier has deposited a sum of Rs._____________ in the form of: -

a) Bank Draft No./ Banker Cheque/ Bank Guarantee No.____________________ dated.________ valid upto ___________.

b) Post Officer Savings Bank Pass Book duly hypothecated to the Departmental authority.

c) National Savings Certificates / Defence Savings Certificates / Kisan Vikas Patras or any other script / instrument under National Saving Schemes for promotion of Small Savings, if the same can be pledged under the relevant rule. (The certificates being accepted at surrender value) as security for the due performance of the aforesaid agreement which has been formally transferred to DOIT&C.

Now these Presents witness:

1) In consideration of the payment to be made by the {tendering authority} through cheque/ DD at the rates set forth in the Work Order hereto appended the approved supplier will duly supply the said articles set forth in Our Work Order No.__________ dated ___/___/20___ thereof in the manner set forth in the NIT, E-Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the E-Tender and Contract, Technical Bid and Financial Bid along with their enclosures.
2) The NIT, E-Tender Form, Instructions to Bidders, Terms of Reference, General and Special Conditions of the E-Tender and Contract, Technical Bid and Financial Bid along with their enclosures enclosed with the E-Tender Notice No.______ dated._____/____/20____ and also appended to this agreement will be deemed to be taken as part of this agreement and are binding on the parties executing this agreement.

3) Letter Nos._______________ dated __________ received from {bidder name} and letter Nos. ______________ Dated __________ issued by the {tendering authority} and appended to this agreement shall also form part of this agreement.

4) The {tendering authority} do hereby agree that if the approved supplier shall duly supply the said articles in the manner aforesaid observe and keep the said terms and conditions, the {tendering authority} will through cheque/ DD pay or cause to be paid to the approved supplier at the time and the manner set forth in the said conditions, the amount payable for each and every consignment.

The delivery including installation, commissioning, testing and acceptance shall be effected and completed within the period as specified in the Supply Order.

In case of extension in the delivery and/ or installation period with liquidated damages, the recovery shall be made on the basis of percentages of value of stores/ works (as mentioned in the bidding document) which the bidder has failed to supply and complete the work.

Warranty shall be provided by vendor as mentioned in the bidding document.

All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the {tendering authority} and the decision of the {tendering authority} shall be final.

In witness whereof the parties hereto have set their hands on the _____ day of_____ (Year).

Signature of the Approved supplier/ bidder
Designation:
Date:
Witness No.1
Witness No.2

Signature for and on behalf of tendering authority
Designation:
Date:
Witness No.1
Witness No.2
ANNEXURE-12:

WEBSITE AUDIT REPORT

Website Audit Report

Submitted To:
Confidential

Date:
30th October 2012

This report represents a security audit performed by Appin Security Group. It contains confidential information about the state of your website. Access to this information by unauthorized personnel may allow them to compromise your website.
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<tr>
<td>Conclusion and Recommendation</td>
<td>6</td>
</tr>
</tbody>
</table>

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Document Classification: Restricted

EXECUTIVE SUMMARY

We thank you for choosing Appin Security Group as your Information Security partner. The following report presents the results of the audit. In case you have any questions, please contact your Appin Security Group representative.

<table>
<thead>
<tr>
<th>Site Name</th>
<th>emitra.rajasthan.gov.in</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site URL</td>
<td>emitra.rajasthan.gov.in</td>
</tr>
<tr>
<td>Audit Dates</td>
<td>30th October 2012</td>
</tr>
</tbody>
</table>
Document Classification: Restricted

### Section 1: ASSESSMENT FINDINGS

On the basis of the test carried out exhaustively on the mentioned application link, the following vulnerabilities were found:

<table>
<thead>
<tr>
<th>Vulnerability Name</th>
<th>Risk Level</th>
<th>Affects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cross site scripting</td>
<td>High</td>
<td><a href="http://emitra.gov.in/ListOfServices.jsp?groupId=1">Link</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vulnerability Name</th>
<th>Risk Level</th>
<th>Affects</th>
</tr>
</thead>
<tbody>
<tr>
<td>Blind SQL</td>
<td>High</td>
<td><a href="http://emitra.gov.in/backoffice/getDistrictsAllOption.do?divCode=5">Link</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vulnerability Name</th>
<th>Risk Level</th>
<th>Affects</th>
</tr>
</thead>
</table>
| Internal Server Error | Medium    | [Links](http://emitra.gov.in/viewApplicationStatus.do?method=getApplicationStatus)
[Links](http://emitra.gov.in/boilDetail.do)
[Links](http://emitra.gov.in/cug/applicationDashboard_1.do)
[Links](http://emitra.gov.in/getBillGroup.do)
[Links](http://emitra.gov.in/populateCombo)
[Links](http://emitra.gov.in/populateService.do)
[Links](http://emitra.gov.in/viewApplicationStatus.do)
[Links](http://emitra.gov.in/backoffice/isCircleSubdivcodePresent.do)
[Links](http://emitra.gov.in/populateTokenNumbers.do)
[Links](http://emitra.gov.in/cug/adminAssignRolestoCUGMember.do)
[Links](http://emitra.gov.in/backoffice/generateReport.do)
[Links](http://emitra.gov.in/getKioskPaymentDetails.do)
[Links](http://emitra.gov.in/backoffice/generateDepartmentReport.do)
[Links](http://emitra.gov.in/register.do) |

<table>
<thead>
<tr>
<th>Vulnerability Name</th>
<th>Risk Level</th>
<th>Affects</th>
</tr>
</thead>
<tbody>
<tr>
<td>User Credentials are sent in clear text</td>
<td>Low</td>
<td><a href="http://emitra.gov.in">Link</a></td>
</tr>
</tbody>
</table>
## DETAILS

### Cross Site Scripting

**Security Risk:** Malicious users may inject JavaScript, VBScript, ActiveX, HTML or Flash into a vulnerable application to fool a user in order to gather data from them. An attacker can steal the session cookie and take over the account, impersonating the user. It is also possible to modify the content of the page presented to the user.

**Technical Description:** This script is possibly vulnerable to Cross Site Scripting (XSS) attacks. Cross site scripting (also referred to as XSS) is a vulnerability that allows an attacker to send malicious code (usually in the form of Javascript) to another user. Because a browser cannot know if the script should be trusted or not, it will execute the script in the user context allowing the attacker to access any cookies or session tokens retained by the browser.

**Fix Recommendations:** Your script should filter metacharacters from user input.

---

### Blind SQL

**Security Risk:** An attacker may execute arbitrary SQL statements on the vulnerable system. This may compromise the integrity of your database and/or expose sensitive information.

Depending on the back-end database in use, SQL injection vulnerabilities lead to varying levels of data/system access for the attacker. It may be possible to not only manipulate existing queries, but to UNION in arbitrary data, use subselects, or append additional queries. In some cases, it may be possible to read in or write out to files, or to execute shell commands on the underlying operating system.

Certain SQL Servers such as Microsoft SQL Server contain stored and extended procedures (database server functions). If an attacker can obtain access to these procedures it may be possible to compromise the entire machine.

**Technical Description:** This script is possibly vulnerable to SQL injection attacks. SQL injection is a vulnerability that allows an attacker to alter backend SQL statements by manipulating the user input. An SQL injection occurs when web applications accept user input that is directly placed into a SQL statement and doesn’t properly filter out dangerous characters.

This is one of the most common application layer attacks currently being used on the Internet. Despite the fact that it is relatively easy to protect against, there is a large number of web applications vulnerable.

**Fix Recommendations:** Your script should filter metacharacters from user input. Check detailed information for more information about fixing this vulnerability.
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<table>
<thead>
<tr>
<th>Vulnerability</th>
<th>Internal server error</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Risk</td>
<td>The error messages may disclose sensitive information. This information can be used to launch further attacks</td>
</tr>
<tr>
<td>Technical Description</td>
<td>This page contains an error/warning message that may disclose sensitive information. The message can also contain the location of the file that produced the unhandled exception. This may be a false positive if the error message is found in documentation pages.</td>
</tr>
<tr>
<td>Fix Recommendations</td>
<td>It is highly recommended to discard all of the web requests which include the tilde character (“~”) or its Unicode equivalences in the URL path when you do not use it in a normal case. If it is not possible to discard these requests, URL rewrite functionality is highly recommended. These protections should be implemented outside of IIS.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vulnerability</th>
<th>User Credentials are sent in clear text</th>
</tr>
</thead>
<tbody>
<tr>
<td>Security Risk</td>
<td>A third party may be able to read the user credentials by intercepting an unencrypted HTTP connection.</td>
</tr>
<tr>
<td>Technical Description</td>
<td>User credentials are not encrypted when they are transmitted</td>
</tr>
<tr>
<td>Fix Recommendations</td>
<td>Because user credentials usually are considered sensitive information, it is recommended to be sent to the server over an encrypted connection</td>
</tr>
</tbody>
</table>

CONCLUSION
The above listed vulnerabilities can be easily exploited to gain escalated level of privilege.

RECOMMENDATION
The above listed vulnerabilities should be patched as soon as possible.
ANNEXURE-13:

FORMAT FOR SELF CERTIFICATION <TO BE SUBMITTED ON BIDDER’s LETTERHEAD>

I/ We hereby certify the following:

1) That we have completed <Project name> for <Client name and address> during the period <project start date> to <project end date>

2) That the scope of work<clearly specifying the technology used, as applicable> for the above project included the following:
   a. ______
   b. ______
   c. ______

3) That the value for the above scope of work is as follows:

<table>
<thead>
<tr>
<th>Scope of work</th>
<th>Value of Work (in rupees lakhs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>a.</td>
<td></td>
</tr>
<tr>
<td>a.</td>
<td></td>
</tr>
<tr>
<td>b.</td>
<td></td>
</tr>
</tbody>
</table>

We hereby certify that the above is true to the best of our knowledge and information.

For organization <Signature and seal of authorized signatory>

<table>
<thead>
<tr>
<th>Name:</th>
<th>CA Certification &lt;along with registration number and seal&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>Designation:</td>
<td>Name:</td>
</tr>
<tr>
<td></td>
<td>Designation:</td>
</tr>
<tr>
<td></td>
<td>Registration no:</td>
</tr>
</tbody>
</table>