

2022

RajCOMP Info Services Limited (RISL)

Draft RFP for Selection of Agency for providing
Technical Support Services for Rajasthan UID
Project for the period of three years based on
Open Competitive Bidding through e-
Procurement/ e-Tender



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Request for Proposal (RFP) for Selection of Agency for providing Technical Support Services for Rajasthan UID Project for the period of three years

[Reference No. F4.2(570)/RISL/TECH/2022/UIDB-338

Date: 25-02-2022]

SPPP UBN – RIS2122SLOB00089

Mode of Bid Submission	Online through eProcurement/ e-Tendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting	04/03/22 at 03:00 PM
Last Date & Time of Submission of Bid	By 04:00 PM of 24/03/22
Date & Time of Opening of Technical Bid	At 04:30 PM of 24/03/22

Bid Document Fee: Rs. 5000.00 (Rupees Five Thousand only)

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

RajCOMP Info Services Limited (RISL)

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

Phone: 0141- Fax: 0141-2228701

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

Email: ranveersingh.doit@rajasthan.gov.in

ABBREVIATIONS & DEFINITIONS

Abbreviation	Full Form / Description
Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
AUA	Authentication user agency
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
B.E.	Bachelor of Engineering
B.Tech.	Bachelor of Technology
BCA	Bachelor of computer applications
BG	Bank Guarantee
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
BoQ	Bill of Quantity (Financial Bid)
CA	Chartered Accountant
CMC	Contract Monitoring Committee
CMM/CMMi	Capability Maturity Model / Capability Maturity Model Integration
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order till 36 months of Project Management Consulting Services.
COTS	Commercial Off The Shelf Software
CV	Curriculum Vitae
Day	A calendar day as per GoR/ GoI.
DBA	Database Administrator
DeitY, GoI	Department of Electronics and Information Technology,

Abbreviation	Full Form / Description
	Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
EA	Enrolment Agencies
e-KYC	Electronic know your customer
ETDC	Electronic Testing & Development Center
e-Sign	Electronic signature
FMS	Facility Management Services
FOR/ FOB	Free on Board or Freight on Board
FRS	Functional Requirement specification
FY	Financial Year
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GoR	Government of Rajasthan (GoR)
GST	Goods & Service Tax
HSM	Hardware Security Module
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
INR	Indian National Rupee
iOS	iPhone OS
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
IT	Information Technology
ITB	Instruction to Bidders
J2EE	Java 2 Enterprise Edition
KSA	KYC Service agency
KUA	KYC user agency
KYC	Know your customer
KYR+	Know your resident
L-1	Lowest Bid
LCBS	Least cost based selection

Abbreviation	Full Form / Description
LD	Liquidated Damages
LoI	Letter of Intent
MBA	Master of Business Administration
MCA	Master of Computer Applications
MCA	Master of Computer Applications
MCP	Microsoft Certified Professional
MS	Microsoft Office
MSCE	Microsoft Certified Systems Engineer
MSSQL	Microsoft Standardized query language
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
O&M	Operation & Maintenance
OEM	Original Equipment Manufacturer
OIC	Officer In Charge
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PID	Personal Identification block
PMU	Project Management Unit
PoS	Point of Sale
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RD	Registered Devices
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur

Abbreviation	Full Form / Description
RUID	Rajasthan Unique Identification
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
SoW	Scope of Work
SQL	Standardized query language
SRDH	State Resident Data Hub
SSDG	State Services Delivery Gateway
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal (SPPP)	http://sppp.rajasthan.gov.in
STQC	Standardisation Testing and Quality Certification, Govt. of India
Sub-AUA	Sub-authentication user agency
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
UAT	User acceptance test
UBN	Unique Bid Number
UI	User Interface
UID	Unique Identification Number
UIDAI	Unique Identification Authority of India
VID	Virtual Identification Number
WO/ PO	Work Order/ Purchase Order

1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)
Ref No.- F4.2(570)/RISL/TECH/2022/UDB-338
Date: 25-02-2022
UBN No.- RIS2122SLOB00089

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Managing Director, RajCOMP Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Officer In-charge (OIC)	<ul style="list-style-type: none"> Name: Ranveer Singh Designation: Analyst cum Programmer (Deputy Director) Address: Technical Hall, 1st Floor, RISL, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Email: ranveersingh.doit@rajasthan.gov.in
Subject Matter of Procurement	Request for Proposal (RFP) For Selection of Agency for providing Technical Support Services for Rajasthan UID Project for the period of three years
Bid Procedure	Single-stage: Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)-L1
Websites for downloading Bid Document, Corrigendum, Addendum etc.	<ul style="list-style-type: none"> Websites: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://doitc.rajasthan.gov.in, http://risl.rajasthan.gov.in Bid document fee: Rs. 5000.00 (Rupees Five Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur". RISL Processing Fee: Rs. 1000.00 (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 5,50,00,000.00 (Rupees Five Crores Fifty Lakh Only) (Excl. of taxes)
Bid Security and Mode of Payment	Bid Security <ul style="list-style-type: none"> Amount (INR): Rs. 11,00,000/- [2% of the estimated procurement cost] Amount (INR): Rs. 5,50,000/- [1% of the estimated procurement cost in case of S.S.I. units and units of BIFR] Mode of Payment <ul style="list-style-type: none"> DD/BC of a Scheduled Bank in Favour of "Managing Director, RISL" payable at "Jaipur".
Period of Sale of Bid Document (Start/ End Date)	25/02/22 to 4:00 PM of 24/03/22
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date/ Time: 04/03/22 at 03:00 PM Place: Board Room, 1st Floor, RISL, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan). Virtual Meeting- Link to be shared (Prospective bidders needs to send the email to doitc.aqa@rajasthan.gov.in for pre-bid participation with name, phone no. , designation and email id of authorised participant 2 hours prior to pre-bid meeting date & time. Purchaser shall share the link of Webex virtual meeting link on the details shared.) Last date of submitting clarifications requests by the bidder: 04/03/22 6 PM Response to queries/clarifications by procuring entity: 15/03/22
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: From 05:00 PM of 17/03/22

	<ul style="list-style-type: none"> • End Date: 24/03/22 till 04:00 PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> • Third Floor, UDB Landmark Building, Gopalpura, Jaipur, Rajasthan • Start Date: From 05:00 PM of 17/03/22 • End Date: 24/03/22 till 04:00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: 24/03/22 ; Time: 04:30 PM • Place: Technical Hall, 1st Floor, RISL, Yojana Bhawan Campus, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the Technically qualified bidders
Bid Validity	90 days from the bid submission deadline

Note:

- 1) Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.
- 2) * In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bid document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 4) RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 5) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 6) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested for training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 7) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 8) No contractual obligation whatsoever shall arise from the bid document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 9) Procurement entity disclaims any factual/ or other errors in the bid document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
- 10) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bid document with the RTPP Act 2012 and Rules thereto, the later shall prevail.

NOTICE

OFFICE OF THE: Managing Director, RISL, Govt. of Rajasthan

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

Telephone: 0141 - 5103902, Email: ranveersingh.doit@rajasthan.gov.in

e-Bids are invited up to 04:00 PM of 24/03/22 for Selection of Agency for providing Technical Support Services for Rajasthan UID Project for the period of three years. Details may be seen in the Bid Document at the website of State Public Procurement Portal (<http://sppp.rajasthan.gov.in>) or our website <http://risl.rajasthan.gov.in> followed by the submission of bid document fee of Rs 5000.00 in Banker's cheque / Demand draft.

ACP (DD) & OIC-Aadhaar Project

2. PROJECT PROFILE & BACKGROUND INFORMATION

1) Project Profile

The Government of India (GoI) has embarked upon an ambitious initiative to provide a Unique Identification (UID) to every resident of India and has constituted the Unique Identification Authority of India (UIDAI) for this purpose. The UID has been envisioned as a means for residents to easily and effectively establish their identity, to any agency, anywhere in the country, without having to repeatedly produce identity documentation to agencies. More details on the UIDAI and the strategy overview can be found on the website: <http://www.uidai.gov.in>

The Govt. of India has formulated Unique Identification Authority of India (UIDAI) for providing a Unique Identity (Aadhaar) to all residents of India. With the Aadhaar enrolment already taking place at many locations across the country, the downstream services and applications of the Unique Identification (Aadhaar) number shall need to be formulated and operationalized. The UIDAI proposes to provide online authentication using demographic and biometric data. The UID (Aadhaar) Number, which uniquely identifies a resident, will give individuals the means to clearly establish their identity to public and private agencies across the country. The purpose of Authentication is to enable Aadhaar-holders to prove identity and for service providers to confirm the resident's identity claim in order to supply services and give access to benefits.

The widespread implementation of the UID project needs the reach and flexibility to enroll residents across the country and on-board service delivery through secured biometric authentication. To achieve this, the UIDAI has partnered with a variety of agencies and service providers in order to provide infrastructure for secured biometric authentication to various State Governments. Government of Rajasthan is committed towards the success of the Unique Identification (UID) project and has designated Department of IT&C as the Registrars for the UID project. The UID project of Rajasthan presently provides authentication services to various State Departments in order to enable these departments to provide secured Aadhaar based service delivery. For this UID department is maintaining dedicated lease line from DoIT&C State Data centre to CIDR, UIDAI. UID Cell provides dedicated support to all the service providers in term of integration of application with Aadhaar based authentication system by integration authentication devices in service delivery applications. The UID Cell is dealing with various projects on digital payments, implementation of security measures, development of various Aadhaar based service delivery applications and constant implementation if guidelines and compliance matters issues by UIDAI.

3. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932.	- Copy of valid Registration Certificates - Copy of Certificates of incorporation
2	Financial Turnover from IT / ITeS	Average annual turnover from IT / ITeS should be at least Rs 15 Crores from last five audited financial years i.e. FY 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 OR 2015-16, 2016-17, 2017-18, 2018-19, 2019-20 if 2020-21 is unaudited	CA Certificate with CA's Registration Number/ Seal
3	Financial: Net Worth	The net worth of the bidder should be Positive as per audited balance sheet as on 31 st March 2021 OR 31 st March 2020 if 2020-21 is unaudited.	CA Certificate with CA's Registration Number/ Seal
4	Technical Capability	Bidder should have a prior experience of software development as per following criteria in last five years from the date of bid submission:- One Project valuing INR 3.0 Crores OR Two Projects with cumulative value of INR 4.0 Crores OR Three projects with cumulative value of INR 5.0 Crores. and Bidder should have minimum 100 resources working in their firm in Software Development profile.	Work Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by CA with CA's Registration Number/ Seal); OR Work Order + Phase Completion Certificate from the client and Details of Project Experience in Annexure-11 and Undertaking in Annexure-12
5	Tax registration	The bidder should have a registered number of i.) Income Tax / PAN number ii.) GST	-Copy of PAN Card -Copy of valid GST certificate
6	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership,	A Self Certified letter as per Annexure-5: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons;</p> <p>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) Not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p>	
7	Bidder organisation Certification	The bidder must possess at the time of bidding, a valid CMM/CMMI level 3 or above certification	Copy of valid certificate as a documentary proof

- 2) In addition to the provisions regarding the qualifications of the bidders as set out in (1) above: -
- the procuring entity shall disqualify a bidder as per the provisions under “Clause:Exclusion/ Disqualification of bidsin Chapter-5: ITB”; and
 - the procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

4. SCOPE OF WORK, DELIVERABLES & TIMELINES

Details of work (SoW)

Broad responsibilities of selected bidder will be to provide Technical support services for the operation and maintenance support of various IT applications under Rajasthan UID Project. Detailed description of IT applications running under Rajasthan UID project is mentioned as below:

4.1 AADHAAR AUTHENTICATION ECOSYSTEM PROJECT-

4.1.1 BRIEF ABOUT PROJECT:

Aadhaar authentication is the process wherein Aadhaar number, along with other attributes (including biometrics) is submitted to the Central Identities Data Repository 'CIDR' for its verification and such repository verifies the correctness thereof on the basis of information or data available with it. Aadhaar authentication service only responds with a "yes/no" and no Personal Identity Information (PII) is returned as part of the response. The purpose of Authentication is to enable residents to prove identity and for service providers to confirm that the resident is 'who they claim to be' in order to supply services and give access to benefits. The UIDAI will provide online authentication using demographic and biometric data. The Unique Identification (Aadhaar) Number, which uniquely identifies residents, will give individuals the means to clearly establish their identity to public and private agencies across the country. Through Aadhaar Authentication, more residents shall be able to prove their identity and thereby become eligible to benefit from Government schemes and subsidies.

Aadhaar Authentication Ecosystem of DoIT&C comprises of following major components:

4.1.1.1 AUA (AUTHENTICATION USER AGENCY) APPLICATION: Department of Information Technology & Communication is registered as an AUA (Authentication User Agency) with Unique Identification Authority of India (UIDAI), Govt of India, which enables AUA-DoIT&C to provide Aadhaar based Authentication services to other departments/organizations of state. Departments/Organizations registered under AUA-DOIT&C to use Aadhaar based Authentication services are referred to as Sub-AUA.

Functionalities available in AUA Application are as below:

- ✓ AUA application provides following APIs to Sub-AUA applications
 - Aadhaar Biometric Authentication service
 - Aadhaar OTP Authentication service
 - PI (Personal Identification) service
 - PA (Personal Address) Authentication service
 - Aadhaar Biometric eKYC service
 - Aadhaar OTP eKYC service
 - Aadhaar Best Finger Detection (BFD) service
 - Aadhaar Tokenization service

4.1.1.2 ASA (AUTHENTICATION SERVICE AGENCY) APPLICATION: Department of Information Technology & Communication is registered as an ASA (Authentication Service Agency) with Unique Identification Authority of India (UIDAI), Govt of India. ASAs are agencies that have established secured leased line connectivity with the CIDR compliant with UIDAI's standards and specifications. ASAs offer their UIDAI-compliant network connectivity as a service to requesting entities (such as AUAs/KUAs) and transmit their authentication requests to CIDR. DoIT&C is maintaining two parallel leased lines between Rajasthan State Data Center (RSDC) Jaipur and UIDAI Data Centres in Manesar (Gurugram) and Hebbal (Bengaluru) for the purpose of direct connectivity with UIDAI-CIDR.

Functionalities available in ASA Application are as below:

- ✓ ASA application provides following APIs to AUA/KUA applications:
 - Aadhaar Biometric Authentication service
 - Aadhaar OTP Authentication service
 - PI (Personal Identification) service
 - PA (Personal Address) Authentication service
 - Aadhaar Biometric eKYC service
 - Aadhaar OTP eKYC service
 - Aadhaar Best Finger Detection (BFD) service
 - Aadhaar Tokenization service

4.1.1.3 AUTH MIS APPLICATION: Auth MIS portal provides various MIS reports and Dashboards to department users regarding Aadhaar Authentication transactions being performed through Sub-AUA applications. Following types of reports and functionalities are available in AUTH MIS application for AUA and Sub-AUA Admin users:

- Service wise transaction report
- Minutes wise transaction report
- Average response time success count report
- Average response time error count report
- Fluctuation report
- Suspected Aadhaar report
- Odd time transaction report
- Blocking of suspected Aadhaar number
- Sub-AUA on-boarding application processing module

4.1.2 TASKS

- ✓ **Development and Integration**
 - **Development and integration of FIR- FMR service as per UIDAI guidelines:**

- **FMR** - The biometric data is of type “Fingerprint Minutiae Record”. This data is in ISO minutiae format with no proprietary extensions allowed.
 - **FIR** - The biometric data is of type “Fingerprint Image Record”. The data is a fingerprint image packaged in ISO 19794-4 format, which could contain a lossy compressed image of type Jpeg2000.
 - To ensure security of transactions during biometric authentication process UIDAI intends to migrate all fingerprint authentication transactions from FMR only to FIR and FMR as per its circular dated 11.11.2021 and 03.02.2022. AUA/ASA needs to do necessary changes in applications in consultation with corresponding device providers to enable transmission of FMR and FIR in the same authentication request in compliance to UIDAI guidelines. Sub-AUA applications will also be required to make same changes in their respective applications.
 - Integration document for the same is available at URL : https://uidai.gov.in/images/resource/aadhaar_authentication_api_2_5.pdf
 - **Development and integration of FID service as per UIDAI guidelines:**
 - **FID**- The biometric data is of type “Face Image Data”. The data is face image packaged in ISO 19794-5 format, which could contain a lossy compressed image having type Jpeg2000.
 - Development of FID (Face ID) service and integrating this with Sub-AUA applications to enable the authentication of a resident by simply capturing his/her Face using the UIDAI certified devices.
 - Integration document for the same is available at URL : https://uidai.gov.in/images/resource/aadhaar_authentication_api_2_5.pdf
 - Creation of replica of entire ecosystem Infrastructure for migration from RSDC P-3 to RSDC P-4.
- ✓ **Integration and Implementation**
- **BFD (Best Finger Detection) Service:**
 - BFD service identifies the best finger of resident which can be used to perform biometric authentication against his Aadhaar with maximum successful rate, in case resident is facing problem in biometric authentication due to worn out fingerprints, quality of fingerprint captured during enrolment or any other reason. AUA-DOIT&C intends to integrate and implement this service in all of its Sub-AUA applications.
 - SUB-AUAs who use fingerprint based Aadhaar authentication within their applications should implement BFD application as part of their Aadhaar biometric authentication enabled applications. BFD process helps the resident understand how

Aadhaar biometric authentication work and which of their fingers are best usable. Since many residents in India are engaged in manual Labour, the quality of fingerprints vary considerably even between fingers of the same resident. So it is important to identify the best finger(s) to improve authentication accuracy.

- Integration document for the same is available at URL : https://uidai.gov.in/images/resource/aadhaar_authentication_api_2_5.pdf

- **IIR (IRIS Image Record) Authentication Service:**

- **IIR-** The biometric data is of type “Iris Image Record”. The data is an iris image packaged in ISO 19794-6 format, which could contain a lossy compressed image having type Jpeg2000.
- IRIS Authentication service enables the authentication of a resident against his Aadhaar number by simply capturing his IRIS data in a contactless manner. AUA-DOIT&C intends to integrate and implement this service in all of its Sub-AUA applications.
- Integration document for the same is available at URL : https://uidai.gov.in/images/resource/aadhaar_authentication_api_2_5.pdf

✓ **Support and Maintenance**

- Key Infrastructure Management for Encryption/Decryption and Signing.
- Troubleshooting in HSM (Hardware Security Module) Integration with all components of application in case of failure of HSM device.
- Regular checkup of Complete aadhaar architectures all components connections, connectivity and performance.
- Instant action on any case of HSM and DSM Failure.
- Coordination with UIDAI team for technical issues and issue resolving.
- Compliance audit of AUA-ASA application by UIDAI.
- Coordination with RSDC team for network, connection, database and performance related issue and troubleshooting.
- Testing of new modules on staging servers before deployment.
- Documentation of AUA-ASA infrastructure, Web services, manuals etc.
- Technical Support to Sub-AUAs in integration of Aadhaar APIs.
- Regular monitoring of database performance issues, errors, transaction analysis.
- Optimization of database queries and procedures
- Monitor connectivity between ASA and CIDR.

- Coordination with ISPs (Airtel and Reliance) and UIDAI Data Center (Hebbal and Manesar) for any resolution of lease line connectivity issue.
- Mapping of encryption and signing certificate with UIDAI.
- AUA/ASA/Sub-AUA license key management.
- On-boarding of new Sub-AUAs in Aadhaar Ecosystem.
- Biometric devices and UIDAI public certificate related help to end users.
- Fraud Transaction Detection and taking necessary actions accordingly.
- Management of complete fraud management system by using different fraud loggings
- Execution of regular Security Audit of application by RSDC.
- Time to Time Application Updation as per Guidelines of UIDAI in all Auth APIs.
- Development of new reports/modules in AUTH MIS application as per user requirement.
- Changes/new development as per new guidelines issued by UIDAI regularly.
- Regular technical support to Sub-AUAs for resolution of issues.

4.1.3 TECHNOLOGIES

AUA and ASA applications have been developed as per guidelines of UIDAI using **Java 1.8, Spring Framework, Hibernate Framework, and database- Oracle 12c**. AUA application uses Hardware Security Module (HSM) devices for Encryption/Decryption of data packets during authentication process. ASA application uses Hardware Security Module (HSM) devices for signing of data packets and handshaking with UIDAI server during authentication process.

AUTH MIS application has been developed using **ASP.NET and Oracle 12c**.

4.2 AADHAAR DATA VAULT PROJECT-

4.2.1 BRIEF ABOUT PROJECT:

Aadhaar Data Vault is a centralized storage for all the Aadhaar numbers collected by the AUAs/KUAs/Sub-AUAs/ or any other agency for specific purposes under Aadhaar Act and Regulations, 2016. Aadhaar number has been identified as “Identity Information” under the Aadhaar Act 2016 and can uniquely identify residents in India. Since Aadhaar number is a lifetime identity for Indians and shall be used to avail various services including services involving financial transactions, unauthorized access to Aadhaar number may be misused in many ways. Objective of Aadhaar Data Vault is to reduce the footprint of Aadhaar numbers within the systems / environment of the organization hence reduce the risk of unauthorized access. In order to reduce the footprint of Aadhaar numbers in the ecosystem, each Aadhaar

number is to be referred by an additional key called as Reference Key. These keys will replace Aadhaar numbers in the organizations ecosystem and mapping of reference key and Aadhaar number is to be maintained in the Aadhaar Data Vault.

Major hardware components of Aadhaar Data Vault solution are as below:

- a. **Hardware Security Module (HSM)**- A hardware security module (HSM) is a physical computing device that safeguards and manages digital keys for strong authentication. These modules traditionally come in the form of a plug-in card or an external device that attaches directly to a computer or network server. HSM is used for encryption/decryption and signing of data packets of authentication requests and Aadhaar numbers stored in Aadhaar Data vault.
- b. **Data Security Manager (DSM)**- DSM Appliance is the central component, which provides centralized management of data security policies and encryption keys that enable corporations to secure their data in physical as well as virtual environments. DSM communicates with token server to generate a unique reference number for provided Input entity. DSM is used to generate a unique reference key with respect to each aadhaar number stored in Aadhaar Data Vault.

4.2.2 **TASKS**

✓ **Development and Integration**

- Complete migration of Aadhaar Data Vault Solution from RSDC P-3 to RSDC P-4.

✓ **Integration and Implementation**

- Integration and implementation of Aadhaar Data Vault at all Sub-AUA applications.
- Support to Sub-AUAs in Integration of Tokenization and De-tokenization service of Aadhaar Data Vault.
 - **Tokenization:** Tokenization is a service that provides a unique reference key against each Aadhaar number using DSM device.
 - **De-tokenization:** De-tokenization is a service that provides Aadhaar number against a reference key.

✓ **Support and Maintenance**

- Integration of new DSM in all components on Data Vault Application during failure of existing DSM device.
- Monitoring and managing of Encryption and Decryption procedure using HSM and DSM.
- Successful completion of compliance Audit of Aadhaar Data Vault by UIDAI.

- Regular monitoring of database performance issues, errors, transaction analysis.
- Optimization of database queries and procedures
- Support to Sub-AUAs in Integration of Encryption and Decryption service of Aadhaar Data Vault.
- Handling of complete encrypted data at the time of Encryption Certificate Expiration.
- Updation in Data Vault application workflow as per new requirements by UIDAI or system.
- Execution of regular Security Audit of application by RSDC.

4.2.3 TECHNOLOGIES

Aadhaar Data Vault Solution has been developed using **Java 1.8, Spring Framework, Hibernate Framework, and database- Oracle 12c**. Hardware Security Module (HSM) and Data Security Manager (DSM) devices are being used in Aadhaar Data vault to ensure compliance of UIDAI guidelines.

4.3 RAJ UPASTHITI (AADHAAR BASED BIOMETRIC ATTENDANCE) PROJECT

4.3.1 BRIEF ABOUT PROJECT:

Raj Upasthiti application provides an Aadhaar enabled platform to Govt/Public /PSU employees to mark attendance. Attendance system enables an employee to register attendance by simply presenting his/her biometric (fingerprint). This event is authenticated online after one to one match with the biometric attributes stored in the UIDAI database against the employee's Aadhaar number. This system provide facility to departments on boarding, employee registration and attendance report at centralize location.

Raj-Upasthiti applications comprises of following three major modules:

- **Attendance System:** This module provides facility for departmental users to manage, register, and de-register their employees in the system.
- **Attendance MIS portal:** This module provides various MIS reports to departmental users about the attendance of their employees.
- **Android and Desktop Application:** Android and Desktop application has been developed to mark the attendance in Aadhaar based biometric attendance system.

Following features have been implemented in Raj Upasthiti System:

- ✓ This Biometric Attendance System is based on Aadhaar Authentication (Fingerprint)
- ✓ It is an attendance system with real time monitoring
- ✓ The system has comprehensive MIS reports available

- ✓ This is a lightweight system which does not requires any special hardware or algorithm
- ✓ It is compatible with multiple platforms (Windows and Android) and form factors (Laptop, Desktop and Tablets, etc.)
- ✓ Robust System- Self sustained for small power cuts as it uses tablets at the front end.
- ✓ Time taken to Record Attendance is as low as 1-2 Seconds per transaction.

4.3.2 TASKS

✓ Development and Integration

- Development and Integration of SMS and Email service in Attendance system, so that employee will receive a notification via email and SMS upon successfully marking his attendance.
- Development and integration for geo location capture during marking of attendance.
- Migration of complete application from RSDC P-3 to RSDC P-4.

✓ Integration and Implementation

- Integration and implementation of Aadhaar based biometric attendance system in Government departments/organizations as per requirement and directions of state government.

✓ Support and Maintenance

- Regular updation in Admin portal and Web-services as per requirement.
- Supporting to end users in marking their attendance and device related issues.
- Creation of all web-services required to integrate with any new biometric device.
- Changes in web-services and its workflow updation.
- Updating integration documents, manuals etc.
- Completion of regular Security Audit of system by RSDC.
- Time-to-time complete application security audit and issue resolution.
- Changes in admin portal as per requirement of user departments.
- Regular monitoring of database performance issues, errors, transaction analysis.
- Optimization of database queries and procedures
- Updating mobile application as per requirement of the concerned department.
- Enhancement/upgradation of mobile and desktop application as per requirement.
- Integrating new functionality in mobile application as per requirement
- Regular review of application for performance issues.

- Troubleshooting of technical issues in attendance system.
- Solution of issues received from end user via email/telephone etc.

4.3.3 TECHNOLOGIES

- **Attendance System:** Attendance system has been developed using **Java 1.8, Spring Framework, JSF, JSP, Hibernate Framework, and database- SQL.**
- **Attendance MIS portal:** Attendance MIS has been developed using **ASP .NET and database- SQL.**
- **Android and Desktop Application:** Android mobile application for Aadhaar based biometric attendance is developed using Android studio and Visual studio code and Database- SQL Lite. Desktop application has been developed using ASP .NET.

4.4 RAJASTHAN AADHAAR PORTAL AND WEBSITE

4.4.1 BRIEF ABOUT PROJECT:

The UID Cell of DoIT&C is having its own website at URL <https://aadhaar.rajasthan.gov.in> which is being maintained by the UID Project Management Unit. In addition a portal named RAJAADHAAR (Rajasthan Aadhaar Portal) is also being maintained by UID PMU which has been developed for Aadhaar Enrolment division of Rajasthan UID Project.

Rajasthan Aadhaar portal comprises of following modules and functionalities:

- ✓ **Aadhaar Operator On-boarding Module:**
 - This module has been developed as end-to-end solution for online processing of applications received in Aadhaar Enrolment division for appointment of Aadhaar Operators under Aadhaar Registrar-DoIT&C for executing Aadhaar Enrolment activities in the entire state.
- ✓ **Aadhaar Operator Payment generation Module:**
 - This module serves the purpose for generating the commission for Aadhaar operators who are executing Aadhaar Enrolment activities under Aadhaar Registrar-DoIT&C.
- ✓ **Aadhaar ECMP Client Registration and Machine Mapping Module**
 - This module is being used to store and manage the registration and operator-station ID mapping data of Aadhaar ECMP machines under Aadhaar Registrar-DoIT&C in the entire state.
- ✓ **Aadhaar CELC Client Registration and Machine Mapping Module**

- This module is being used to store and manage the registration and operator-station ID mapping data of Aadhaar CELC machines under Aadhaar Registrar-DoIT&C in the entire state.
- ✓ **User Management**
 - User management module provides the facility for mapping and un-mapping of users, providing specific rights/roles of users in the Rajasthan Aadhaar portal for performing different types of activities related to for Aadhaar Enrolment division.
- ✓ **Dashboards and MIS Reports**
 - This module provides MIS reports to users according to their role and rights in the Rajasthan Aadhaar portal for Aadhaar Operator On-boarding, Aadhaar ECMP and Aadhaar CELC machines.
- ✓ **Grievance Management Module**
 - This module provides a facility for processing of grievances received via Rajasthan Aadhaar website from citizens.
- ✓ **Website Management Module**
 - This module provides a front-end facility to website admin user for managing the contents of Rajasthan Aadhaar website.

4.4.2 TASKS

- ✓ **Development and Integration**
 - **Development of payment disbursement module:**
 - Development of module to disburse the commission of Aadhaar ECMP and CELC operators directly into their bank account.
 - **Development of Security Deposit collection module:**
 - Development of module to collect, manage, reconcile the security deposit amount from Aadhaar ECMP and CELC operators.
 - Development of android mobile application for citizen and department users.
 - Complete migration of Rajasthan Aadhaar website and portal from RSDC P-3 to RSDC P-4.
- ✓ **Support and Maintenance**
 - Regular update, Enhancement, upgradation of Rajasthan Aadhaar Portal and Website.
 - Regular monitoring of database performance issues, errors, transaction analysis.

- Optimization of database queries and procedures.
- Completion of regular Security audit by RSDC.
- Troubleshooting of technical issues in the system.
- Addition of new modules in the Rajasthan Aadhaar Portal and website as per new requirements.
- Regular review of application for performance issues.
- Regular support to end users (Citizen and department users) in resolution of issues.

4.4.3 TECHNOLOGIES

Rajasthan Aadhaar Portal and website has been developed using **ASP .NET and database- SQL**.

4.5 RAJ-MASTERS PROJECT

4.5.1 BRIEF ABOUT PROJECT:

Department of Information Technology and Communication has created a State Central Master Data Hub (Rajmasters), wherein the control of masters for the purpose of editing and addition/deletion is vested in the department concerned and the rights for viewing and consumption is available to one and all. For illustration, in case of village masters the right for editing is with revenue department and in case of masters pertaining to PR, Panchayat raj is nodal department.

Henceforth, it is enjoyed upon all the departments to leverage Rajmasters for the purpose of masters and no separate master would be created in the individual application. In case a particular master is required which is not available in Rajmasters, the department concerned would be allowed to create the same in central repository, rather than in own application. The departmental application should only have transaction data, and not the masters.

4.5.2 TASKS

✓ Development and Integration

- **Onboarding of new Department for Masters:**
 - Creation of Database tables, Views, Stored Procedures
 - Creation of Dashboard
 - User Management
 - Interface for notification management
 - Interface to Create, Edit, Delete Masters for user
 - Interface for Approval/Rejection of departmental masters for admin user

- Pendency Section
- Report section
- ✓ **Integration and Implementation**
 - Integration with IFMS, e-Office (Raj-Kaj)
- ✓ **Support and Maintenance**
 - Add/Edit/merging of bank Branches as per RBI updates
 - User creation/Updation for departments(Mapping of Tehsil RPG and district DRPG user
 - Integration support to departments for Rajmasters Web service
 - Operational support to Rajmasters users
 - Trouble shooting and issue resolution
 - Customization of interface as per requirements
 - Creation of new reports as per requirements
 - Support in Mapping of Village with GP, Transfer Village/GP to LSG, Mapping of villages to Tehsil, ILR and Patwars etc
 - Updation of master data as per requirement.

4.5.3 TECHNOLOGIES

Raj-Masters application has been developed using **ASP.NET MVC 5 and database-Oracle 12c**.

4.6 INTEGRATION OF VERIFICATION SERVICES WITH DEPARTMENTS

4.6.1 BRIEF ABOUT PROJECT

Single repository of services is developed for all major important documents issued by various issuing authorities. This repository of services may be used by the departments as a service to verify the document digitally for various government schemes / services. This repository of services has integration with Digilocker and central ministries APIS like Driving License, Registration of vehicle and Income Tax department PAN service along with state departments APIs.

4.6.2 TASKS

- ✓ **Development and Integration**
 - Integration with API –Setu for verification of documents available in DigiLocker
 - Onboarding new type of documents in central repository of services
- ✓ **Integration and Implementation**
 - Integration of central repository of services with departmental applications

- Integration of DigiLocker with departments

✓ **Support and Maintenance**

- Troubleshooting and problem solving to the departments using the set of APIs
- Daily checking of transactions logs
- Monitor the Transactions of all clients for performance measurement and progress
- Prepare client dashboard to display transaction summary
- Integration support to departments to integrate Set of API with their applications

4.6.3 TECHNOLOGIES

- ASP .NET MVC 5
- MS SQL 2016

4.7 PROJECT MONITORING

- Preparation of Project Monitoring Templates
- Develop and establish a suitable project monitoring framework to monitor progress of various activities. It will also include generation of project progress reports as and when required
- Design the strategy for effective rollout and monitoring as per requirement
- To coordinate with various stakeholders of the project during the implementation and operation & maintenance phase
- Project Monitoring Status Report/ exceptional reports in duly approved predefined formats on a frequency decided by RISL/DoIT&C
- Project evaluation, assessment and propose improvements in various processes to expedite the progress of the projects
- Provide technical support to the State on all technological issues related to the project

4.8 OTHER ACTIVITIES

- Any other tasks assigned by the purchaser as assigned from time-to-time

4.9 DEPLOYMENT OF RESOURCES TO EXECUTE TECHNICAL SERVICES

To undertake above activities the bidder has to provide minimum resources as defined in the following tables and having requisite qualification and experience as mentioned in Annexure 1 of this RFP. The bidder needs to submit one CV against each job description. The required resources for setting up of technical support services PMU is as follows:-

S. No.	Category of Resource	No. of Resource required
1	Senior Project Manager	1
2	Solution Architect	1
3	Database Administrator	1

4	Database Developer	1
5	Senior Software Engineer(Java)	1
6	Software Engineer(Java)	2
7	Senior Software Engineer (ASP.Net MVC)	2
8	Software Engineer-Junior (ASP.Net MVC)	2
9	Senior Android Developer	1
10	Senior UI/UX Web Designer	1
11	Senior Test Engineer	1
12	Business Analyst	1
13	Helpdesk Executive	2
14	Aadhaar Operator	2
Total-		19

Note:- Working Days of deployed resources:- Five Days a Week from 09:30 AM to 06:00 PM. The above working period may vary for few critical resources during the exigency conditions only as the above mentioned projects are critical to service delivery of Government of Rajasthan.

- Purchaser foresees a need to deploy above mentioned resources for project period with an option to deploy additional resources or reduce the number of resources in future.
- The Additional Resources can be deployed for a period of 3 months to 36 months as per requirement of purchaser. The bidder may be required to provide additional resources at any time during the contract period.
- L-1 bidder shall have to submit the resumes of proposed resources within seven (7) days of issuance of Letter of Intent. If the proposed resources does not meet the minimum requirement, RISL reserves the right to reject the Letter of Intent issued to L-1 bidder. If L-1 bidder is not able to provide resumes of requisite skillset as per standards mentioned RFP (Annexure-1), then RISL reserves right to revoke the Letter of Intent issued to L-1 bidder. In the above scenario when Lol is revoked on such grounds, EMD submitted by the concerned bidder may be forfeited and necessary action as per RTPP rules may be taken against that bidder. In this scenerio, Letter of Intent may be given to L-2 bidder after due approval of Purchase Committee.
- The Bidder would be responsible to provide fully loaded Laptop/desktop (windows operating system, antivirus solution, Microsoft office suit) etc. for all the Resources on the project. Resources involved in development should also have preinstalled licenced development environment (both dot net and J2EE) and all required softwares required for development related work/project management.
- Purchaser will provide seating space along with necessary furniture and printing facility to all the resources deployed by the bidder.
- All the resources will be stationed at RISL/DoIT&C, Jaipur or any other location at Jaipur provided by purchaser.

4.10 PROJECT DURATION

The expected Contract/ Project Period is of 36 Months for all the above mentioned projects under Detailed scope of work section 4.

4.11 Project Deliverables, Milestones & Time Schedule

The Bidder will be responsible to undertake various project related tasks as mentioned in scope above. As part of the project deliverables, the Bidder needs to prepare and submit the following documents as per the frequency mentioned in the table below:

S. No.	Deliverable	Frequency
1.	Quarterly Progress Report of bygone quarter	5 th working day of forthcoming Quarter
2.	Project Documents (Requirement Gathering Document with regard to additional functionalities / amendments, Enhancement of Design Document, UAT Test Cases, User Manual, Admin Manual etc.) as per need of the Project	As per requirement depending on the work accomplished during the bygone quarter.
3.	FRS and design documents of applications to be developed	
4.	User manuals for applications	

- The Project manager will be responsible to ensure review and finalization of the documents / deliverables before submission to the Officer-In-Charge, RISL/DoIT&C
- The Purchaser will review the performance of the team deployed at RISL/DoIT&C, completion of various tasks assigned to the teams, documents submitted by the Bidder and provide approval on the project deliverables.

5. INSTRUCTION TO BIDDERS (ITB)

1) Sale of Bidding/ Tender Documents

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

2) Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) Pre-bid meeting will be organized in both physical and virtual modes. Link for virtual meeting will be shared separately via email to the prospective bidders. Prospective bidders need to send the email to ***doitc.aua@rajasthan.gov.in*** for pre-bid participation with name, phone no. , designation and email id of authorised participant 2 hours prior to pre-bid meeting date & time. Purchaser shall share the link of Webex virtual meeting link on the details shared.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - a. Last date of submitting clarifications requests by the bidder: as per NIB
 - b. Response to clarifications by procuring entity: as per NIB
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.

3) Changes in the Bidding Document

- a) At any time, prior to the deadline for submission of Bids, the procuring entity may for any reason, whether on its own initiative or as a result of a request for clarification by a bidder, modify the bidding documents by issuing an addendum in accordance with the provisions below.

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

4) Period of Validity of Bids

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

5) Format and Signing of Bids

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

d) The technical bidshall consist of the following documents: -

S. No.	Documents Type	Document Format
Fee Details		
1.	Technical Bid Cover letter, Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement), and Bid Security (Submit original copy at DoIT&C)	Instrument/ Proof of submission (FEE.PDF) <ul style="list-style-type: none"> • Scanned copy of Fee Receipt/DD/Banker Cheque • Scanned copy of DD/Banker Cheque • Scanned copy of DD/Banker Cheque or Scanned copy of Bid-Securing Declaration as per Annexure-13
Eligibility Documents		
2.	Bidder's Authorisation Certificate	As per Annexure-4 and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.(AUTH.PDF)
3.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	All eligibility documents as per PQ Eligibility criteria in chapter-3
4.	Mandatory Undertaking	A Self Certified letter as per Annexure-5: Self-Declaration
Other Documents		
5.	Certificate of Conformity/ No Deviation	As per Annexure-6

b) Financial bid shall include the following documents: -

	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder's letter head duly signed by authorized signatory as per Annexure-7 (FBCOVER.PDF)
2.	Financial Bid– Format	As per BoQ (.XLS) format available on e-Procurement portal

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

6) Cost & Language of Bidding

- The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are

accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

7) Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

8) Bid Security

Every bidder, if not exempted, participating in the procurement process will be required to furnish the bid security as specified in the NIB.

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or deposited through eGRAS. The bid security must remain valid thirty days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - a. when the bidder withdraws or modifies its bid after opening of bids;

- b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
- c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
- d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
- e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- j) Notice will be given to the bidder with reasonable time before bid security deposited is forfeited.
- k) No interest shall be payable on the bid security.
- l) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of performance security.
- m) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - a. the expiry of validity of bid security;
 - b. the execution of agreement for procurement and performance security is furnished by the successful bidder;
 - c. the cancellation of the procurement process; or
 - d. the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

9) Deadline for the submission of Bids

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

the last date of submission or opening of Bids is a non-working day, the Bids shall be received or opened on the next working day.

10) Withdrawal, Substitution, and Modification of Bids

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

11) Opening of Bids

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

12) Selection Method:

- a) The selection method is Least Cost Based Selection (LCBS or L1). L-1 shall be calculated on total price of all the items. No item wise L-1 shall be calculated. However procurement entity reserves the right for negotiation on each item as well.

13) Clarification of Bids

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

14) Evaluation & Tabulation of Technical Bids**a) Determination of Responsiveness**

- a. The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- b. A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - i. "deviation" is a departure from the requirements specified in the bidding document;
 - ii. "reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - iii. "Omission" is the failure to submit part or all of the information or documentation required in the bidding document.
- c. A material deviation, reservation, or omission is one that,
 - i. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or

2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
- ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- a. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Tabulation of Technical Bids

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

15) Evaluation & Tabulation of Financial Bids

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

- a) For single part/ coverBid system, where Bid is received in single cover along with requisite bid security, processing fee or user charges and price of bidding documents within specified time, it shall be considered for financial evaluation by the Bids evaluation committee;

OR

For two part/ cover Bid system, the financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present>;

- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order. In case quality is also a criteria and the combined score of technical and financial evaluation is considered.
- g) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

16) Correction of Arithmetic Errors in Financial Bids

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

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

17) **Price/ purchase preference in evaluation**

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

18) **Negotiations**

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

re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.

- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

19) Exclusion of Bids/ Disqualification

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

20) Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of

Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -

- a. the Bid is technically qualified;
 - b. the price quoted by the bidder is assessed to be reasonable;
 - c. the Bid is unconditional and complete in all respects;
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

21) Acceptance of the successful Bid and award of contract

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

- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

22) Information and publication of award

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

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

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

24) Right to vary quantity

- a) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- b) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:
 - 1) 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and

- 2) 50% of the value of goods or services of the original contract.

25) Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5%, or as may be specified in the bidding document, of the amount of supply order in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank;
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.

- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

26) Execution of agreement

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

27) Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
 - a. impede enforcement of any law;
 - b. affect the security or strategic interests of India;
 - c. affect the intellectual property rights or legitimate commercial interests of bidders;
 - d. affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.

- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorised to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

28) Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it -
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.
- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required, or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may: -
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

29) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.

- b) The code of integrity include provisions for: -
- a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
- a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

30) Interference with Procurement Process

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;

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

31) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings;
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
 - First Appellate Authority: Commissioner and Joint Secretary, IT&C, GoR
 - Second Appellate Authority: Secretary (Budget), Finance Department, GoR
- f) Form of Appeal:

- a. Every appeal under (a) and (c) above shall be as per Annexure-16 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - i. hear all the parties to appeal present before him; and
 - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

32) Stay of procurement proceedings

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

33) Vexatious Appeals & Complaints

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

34) Offenses by Firms/ Companies

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

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

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

c) For the purpose of this section-

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

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

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

35) Debarment from Bidding

a) A bidder shall be debarred by the State Government if he has been convicted of an offence

a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or

b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- e) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

36) Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder’s premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.
- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder’s receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

6. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

Definitions

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

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

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

1) Contract Documents

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

2) Interpretation

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

3) Language

- a) The Contract as well as all correspondence and documents relating to the Contract exchanged by the successful/ selected bidder and the Purchaser, shall be written in English language only. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the

language specified in the special conditions of the contract, in which case, for purposes of interpretation of the Contract, this translation shall govern.

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

4) Joint Venture, Consortium or Association

Joint venture & consortium is not allowed

5) 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) Governing Law

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

7) 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.

8) Supplier’s/ Selected Bidder’s Responsibilities

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

9) Purchaser’s Responsibilities

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

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

10) Contract Price

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

11) Recoveries from Supplier/ Selected Bidder

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

12) Taxes & Duties

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

13) Copyright

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

14) Confidential Information

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

15) Sub-contracting

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

16) Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document 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) Technical Specifications and Drawings
 - i. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - ii. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) 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.
- d) The supplier/ selected bidder must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

- e) The supplier/ selected bidder should further warrant that the Goods shall be free from defects arising from any act or omission of the supplier/ selected bidder or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the place of final destination.

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

- a) Except as provided under clause “Force Majeure”, if the supplier/ selected bidder fails to deliver any or all of the Goods or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause “Termination”.
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation/ completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier/ selected bidder.
 - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the user department or RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.

- b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
- iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
- v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and/ or services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
- vi. If user department or RISL is in need of the good and/ or service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and/ or service which the supplier/ selected bidder has failed to supply/ install/ complete : -

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

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

18) Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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

19) Force Majeure

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the user department or RISL, the user department or RISL may take the case with the supplier/ selected bidder on similar lines.

20) Change Orders and Contract Amendments

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

- ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

21) Termination

a) Termination for Default

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

b) Termination for Insolvency

RISL may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise

insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

c) Termination for Convenience

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

22) Exit Management

a) Preamble

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

b) Transfer of Assets

- i. The selected bidder may continue work on the assets for the duration of the exit management period which may be as decided by purchaser period from the date of expiry

or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.

- ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
 - iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide DoIT&C or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
 - iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
 - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
 - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
 - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in the this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period
- i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision

of the services to enable RISL or its nominated agencies to assess the existing services being delivered.

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

d) Confidential Information, Security and Data

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

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

e) Transfer of certain agreements

- i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party lessors, operators, or

operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.

- ii. Right of Access to Premises: At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

f) General Obligations of the selected bidder

- i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator and which the operator has in its possession or control at any time during the exit management period.
- ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

g) Exit Management Plan

- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
- ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
- iii. Plans for the communication with such of the selected bidder's, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
- iv. If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
- vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.

- vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
- viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
- ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- x. It would be the responsibility of the selected bidder to support new operator during the transition period.

23) Settlement of Disputes

Any disputes which may arise out of this Agreement, and which cannot be settled in discussions or negotiations between the Parties, shall be referred to the appropriate management or higher authorities of the respective parties to resolve such dispute in good faith. In case no settlement is reached the parties shall refer it to a sole arbitrator appointed and selected by parties. Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation (Amendment) Act, 2015 or any other subsequent modifications or enactments thereof. The venue for Arbitration proceedings shall be Jaipur or any suitable place agreed by all parties. The Arbitration shall be conducted in English Language and the award shall be binding upon all Parties.

7. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1) Payment Terms and Schedule

- a) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

S. No.	Particulars	Payment
1.	Upon submission of Quarterly Performance Report of each Resource (Attendance Report/Work accomplished report /Additional work given by OIC if any) endorsed from OIC & Quarterly Performance Reports and deployment report.	<ul style="list-style-type: none"> Quarterly Payment will be made in installments equally distributed over the entire contract period as per work order amount and Terms and condition of RFP.

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

2) Service Level Standards/ Requirements/ Agreement

Maximum 20% of quarterly payment may be deducted in penalty for a quarter. An upper cap of 10% of total project purchase order can be levied as penalty in complete project duration.

- a) Penalty for replacement / Exit of a resource
- Replacement of resources shall generally not be allowed. The replacement of resource by bidder will be allowed (with penalty) only in case, the resource leaves the organization by submitting

resignation with the present employer. If Technical assistant, Aadhaar Operator is changed/replaced with the approval of Purchaser, no penalty will be levied.

- In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance) bidder may be asked to replace the resource without any penalty for replacement/exit.
- The replaced resource will be accepted by the purchaser (RISL/DoIT&C) only if he fulfills the minimum eligibility criteria as per RFP and is found suitable to the satisfaction of the purchaser. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of the purchaser (RISL/DoIT&C). The supplier will have to replace a resource within 15 days or any other period specified by the bidder.
- The penalty per resource would be imposed in case of exit/replacement of resource from the project within below mentioned period starting from the date of deployment of respective resource:
 - Within 6 Month: Rs. 30,000 (Rupees Thirty Thousand Only) per resource per instance.
 - After 6 Months and upto 1 Year: Rs. 20,000 (Rupees Ten Thousand) per Resource
 - After 1 Year: Rs. 10,000 (Rupees Ten Thousand) per Resource
- Purchaser is free to relieve any resource (apart from minimum committed numbers) at any time (beyond minimum committed period) during contract period without any penalty by serving 15 days advance notice to supplier/selected bidder.

b) Penalty for Short Supply of Resources / Absence

- In the case of short supply of resources / absence (apart from Government Holidays) of a resource during project period, no payment will be made for the days a resource is absent.
- In addition a penalty as mentioned below will be levied for all absence / shortage of supply without prior approval from OIC-

S. No.	Category of Resource	Per day Penalty (in INR)
1	Project Manager	10000 /-
2	Solution Architect	8000 /-
3	Database Administrator	5000 /-
4	Database Developer	4000 /-
5	Senior Software Engineer(Java)	5000 /-
6	Software Engineer(Java)	4000 /-
7	Senior Software Engineer (ASP.Net MVC)	5000 /-
8	Software Engineer (ASP.Net MVC)	4000 /-
9	Senior Android Developer	5000 /-
10	Senior UI/UX Web Designer	5000 /-
11	Senior Test Engineer	4000 /-
12	Business Analyst	4000 /-

13	Helpdesk Executive	1500 /-
14	Aadhaar Operator	1000 /-

- Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages as described in Section below.
- Every resource shall be eligible for 36 leaves during the engagement period of 36 months (proportionately divided for period of engagement in case not engaged for whole year). However, leave is not a right and, as per requirement of the project, project OIC may deny leave(s) to a particular resource(s)

3) Special Conditions of the Bid

- Price Validity- The quoted rate will remain unchanged during the entire contract period. However the Contract may be extended further for another One (01) Year on the basis of same terms and conditions.
- In-house development model
 - The selected Resources will be deployed at RISL/DOIT&C, Jaipur.
 - The Resource has to follow the working hours, working days and public Holidays of Government of Rajasthan. However resource shall be available on a holiday if so is required by the purchaser. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules
 - For special events like Site Visit, Non-availability of Bio-metric application etc, the resources would be responsible to submit written application and take approval from OIC for those particular days.
- Resource shall get prior approval of purchaser before leaving headquarter, even if it is on a holiday

4) Change Requests/ Management

- An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- RISL/DoIT&C may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
 - ✓ Requirements of service to be provided under the Agreement are to be specifically developed and rendered for RISL/DoIT&C.
 - ✓ The method of deployment
 - ✓ The place of services to be provided by the bidder.
- The change request/ management procedure will follow the following steps: -

- ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL/DoIT&C.
 - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule & cost impact will be analysed and documented by the bidder.
 - ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
 - ✓ Verification of the change - The change will be verified by RISL/DoIT&C on implementation of the change request.
- d) All changes outside the scope of services agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by selected bidder only after securing the express consent of RISL/DoIT&C. In the event that the consent of RISL/DoIT&C is not received then the change will not be carried out.
- e) While approving any change request, if required, RISL/DoIT&C may ask the bidder to deploy the required resources on-site.
- f) If any such change outside the scope of services agreed to herein causes an increase or decrease in cost of, or the time required for, selected bidder'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 selected bidder receiving the RISL/DoIT&C change order which shall not be unreasonably withheld or delayed.

ANNEXURE-1: QUALIFICATION AND EXPERIENCE OF THE RESOURCES REQUIRED FOR TASK

S. No.	Resource Category	Qty	Resource Expected Qualification	Projects
1	Senior Project Manager	1	<ul style="list-style-type: none"> • B.E. / B.Tech in (IT / Computer Science / Computer Engineering) / MCA and MBA from recognized institute. • At least 12 Years of total experience in IT consulting and Project Management out of which at least 5 years relevant experience of Project Management in Application Development, Customization and Implementation in an IT company registered under Ministry of Corporate Affairs (MCA). PMP/ PRINCE2 Certified. • Out of total 12 year of experience, minimum 5 years' experience should be in Aadhaar Project in ASA and AUA level implementation, Aadhaar based authentication framework as per UIDAI guidelines and UIDAI on boarding compliance requirements. 	<p>Common to all Projects-</p> <ul style="list-style-type: none"> • Aadhaar Authentication Ecosystem • Aadhaar Data Vault • Aadhaar Portal • RajUpasthiti • RajMasters • Integration of Services with departments
2	Solution Architect	1	<ul style="list-style-type: none"> • B.E. / B. Tech in(IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • Total 8 Year experience in architecting of software solution and Out of total 8 year of experience, minimum 3 Years' experience should be in Aadhaar Project in ASA and AUA level implementation, Aadhaar based authentication framework as per UIDAI guidelines and UIDAI on boarding compliance requirements in an IT company registered under Ministry of Corporate Affairs (MCA). 	<p>Common to all Projects-</p> <ul style="list-style-type: none"> • Aadhaar Authentication Ecosystem • Aadhaar Data Vault • Aadhaar Portal • RajUpasthiti • RajMasters • Integration of Services with departments
3	Database Administrator	1	<ul style="list-style-type: none"> • B.E. / B. Tech in (IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • At least 5 year total experience in software development field in an IT company registered under Ministry of Corporate Affairs (MCA). • At Least 2 years of experience as DBA in Aadhaar Eco System • MSCE / MCP / SQL/Oracle Server 	<p>Common to all Projects-</p> <ul style="list-style-type: none"> • Aadhaar Authentication Ecosystem • Aadhaar Data Vault • Aadhaar Portal • RajUpasthiti • RajMasters • Integration of

S. No.	Resource Category	Qty	Resource Expected Qualification	Projects
			certification desirable • Hands-on experience on Oracle, MS SQL Server 2008 R2 Database Engine (Installation, Configuration, Performance Tuning, Troubleshooting, Backup/ Restore, Data Migration, Query Processing etc.)	Services with departments
4.	Database Developer	1	• B.E. / B. Tech in (IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • At least 3 year total experience in software development field in an IT company registered under Ministry of Corporate Affairs (MCA). • At Least 1 year of experience as Database Developer • MSCE / MCP / SQL/Oracle Server certification desirable • Hands-on experience on Oracle, MS SQL Server 2008 R2 Database Engine (Installation, Configuration, Performance Tuning, Troubleshooting, Backup/ Restore, Data Migration, Query Processing etc.)	Common to all Projects- • Aadhaar Authentication Ecosystem • Aadhaar Data Vault • Aadhaar Portal • RajUpasthiti • RajMasters • Integration of Services with departments
5	Senior Software Engineer (Java)	1	• B.E. / B. Tech in (IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • At least 5 year total experience in software development field in an IT company registered under Ministry of Corporate Affairs (MCA) out of which 2 years of experience in Aadhaar Project in ASA and AUA level implementation. At least one-year experience in Aadhaar data vault implementation. • At least 4 year of experience in development of web based applications in core Java, J2EE, Web services, MySQL, Oracle, MS SQL Server, JEE technologies (Jdbc, Servlets, Java Server Pages, Xml, and MVC Pattern using Spring & Struts). • Experience in HSM and DSM level integration is mandatory.	• Aadhaar Authentication Services • Aadhaar Data Vault

S. No.	Resource Category	Qty	Resource Expected Qualification	Projects
6	Software Engineer (Java)	2	<ul style="list-style-type: none"> • B.E. / B. Tech in (IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • At least 3 year total experience in software development field in an IT company registered under Ministry of Corporate Affairs (MCA). • At least 2 year of experience in development of web based applications in core Java, J2EE, Web services, MySQL, Oracle, MS SQL Server, JEE technologies (Jdbc, Servlets, Java Server Pages, Xml, and MVC Pattern using Spring & Struts). 	<ul style="list-style-type: none"> • Aadhaar Authentication Services • RajUpasthiti
7	Senior Software Engineer(.Net MVC)	2	<ul style="list-style-type: none"> • B.E. / B. Tech in (IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • At least 5 year total experience in software development field in an IT company registered under Ministry of Corporate Affairs (MCA). • At least 3 year Experience in Development of web based applications technologies VB.NET, ASP.NET MVC, C#.NET, MySQL, Oracle, MS SQL Server etc. 	<ul style="list-style-type: none"> • Aadhaar Authentication Ecosystem • Aadhaar Portal • RajUpasthiti • RajMasters • Integration of Services with departments
8	Software Engineer-Junior (.NET MVC)	2	<ul style="list-style-type: none"> • B.E. / B. Tech in (IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • At least 1 year total experience in software development of web based applications technologies VB.NET, ASP.NET MVC, C#.NET, MySQL, Oracle, MS SQL Server etc in an IT company registered under Ministry of Corporate Affairs (MCA). 	<ul style="list-style-type: none"> • Aadhaar Authentication Ecosystem • Aadhaar Portal • RajUpasthiti • RajMasters • Integration of Services with departments
9	Senior Android Developer	1	<ul style="list-style-type: none"> • B.E. / B. Tech in (IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • At least 4 year Experience in Development of Android/Hybrid based applications in an IT company registered under Ministry of Corporate Affairs (MCA). 	<ul style="list-style-type: none"> • Common to all Projects- • Aadhaar Authentication Ecosystem • Aadhaar Data Vault • Aadhaar Portal • RajUpasthiti • RajMasters

S. No.	Resource Category	Qty	Resource Expected Qualification	Projects
				<ul style="list-style-type: none"> • Integration of Services with departments
10.	Senior UI/UX Web Designer	1	<ul style="list-style-type: none"> • B.E. / B. Tech in (IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • At least 4 year total experience in software development field in an IT company registered under Ministry of Corporate Affairs (MCA). • At least 2 year Experience designing of Website/applications in Java, Dot Net MVC etc. 	Common to all Projects- <ul style="list-style-type: none"> • Aadhaar Authentication Ecosystem • Aadhaar Data Vault • Aadhaar Portal • RajUpasthiti • RajMasters • Integration of Services with departments
11.	Senior Test Engineer	1	<ul style="list-style-type: none"> • B.E. / B. Tech in (IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • 5+ years of experience in testing and quality assurance tasks, specifically for software built using standard Web technologies such as Java, .Net, HTML, JavaScript, Flash in an IT company registered under Ministry of Corporate Affairs (MCA). • Proficiency in SQL and database testing • Experience in QC testing tools, Agile environment (SCRUM), and basic UNIX commands and features • Understanding of software development life cycle, quality philosophies, and principles • Experience in development and testing of Flash Web application solutions • Having a recognized Software Testing Certification (ex: IIST, SQE, ASQ, and QAI) will be an added benefit 	Common to all Projects- <ul style="list-style-type: none"> • Aadhaar Authentication Ecosystem • Aadhaar Data Vault • Aadhaar Portal • RajUpasthiti • RajMasters • Integration of Services with departments
12	Business Analyst	1	<ul style="list-style-type: none"> • B.E. / B. Tech in (IT / Computer Science / Computer Engineering) / MCA from recognized Institutes • At least 5 year total experience as a Business Analyst in software development field in an IT company registered under 	Common to all Projects- <ul style="list-style-type: none"> • Aadhaar Authentication Ecosystem • Aadhaar Data Vault

S. No.	Resource Category	Qty	Resource Expected Qualification	Projects
			Ministry of Corporate Affairs (MCA). • Skill Set-Requirement Gathering and Analysis, FRS, SRS, Project Delivery etc.), Project Delivery etc.)	• Aadhaar Portal • RajUpasthiti • RajMasters • Integration of Services with departments
13	Helpdesk Executive	2	• Any Full time Graduate, if not an engineering/BCA/MCA than Certification course in Computer / Application Software etc. • Experience in Data Entry with minimum typing speed of minimum 20 words per minute. • At least one year experience in an IT company registered under Ministry of Corporate Affairs (MCA). • Proficiency in MS Office Tools (exposure towards, Word, Excel)	Helpdesk for all projects
14	Aadhaar Operator	2	• Atleast 10+2 pass • The operator should have passed the Operator/Supervisor test for UID enrolment or company shall ensure that test is passed within time prescribed by the Purchaser. • Operator should have experience of 3 year in Aadhaar enrolment and update. • Certified from a testing and certifying agency authorized by UIDAI. • Basic understanding of operating a computer and should be comfortable with local language keyboard and transliteration. • The operator should have undergone training on the various equipment and - devices to be used during enrolment.	Aadhaar Enrolment and Update Services
	Total-	19		

ANNEXURE-2: CURRICULUM VITAE FOR PROPOSED JOBS

Proposed Job [One resource shall be nominated for each position]:

(Please write whether applied for Project Management /Software Development /Software Architecture/Project Information Assistance)

Name of Firm [Insert name of firm proposing the staff]: _____

Name of Staff [Insert full name]: _____

Date of Birth: _____

Nationality: _____

Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____

Membership of Professional Associations: _____

Other Training [Indicate significant training since degree]: _____

Languages [For Hindi and English language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____

Employment Record [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment (**Exact dates**), name of employing organization, positions held.]: _____

From [Year]: To [Year]: _____ to _____ (**Exact Dates**)

Employer: _____

Positions held: _____

<p>Detailed Tasks Assigned [List all tasks to be performed under this assignment]</p>	<p>Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned [Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.] Name of assignment or project: Year: Location: Client: Main project features: Positions held: Activities performed:</p>
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Certification:

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

ANNEXURE-3: PRE-BID QUERIES FORMAT

Name of the Company/Firm:

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-4: BIDDER'S AUTHORIZATION CERTIFICATE {to be submitted by the bidder on his Letter head alongwith Power of Attorney/Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm }

To,

{Procuring entity},

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-5: SELF-DECLARATION {to be submitted by the bidder on his Letter head}

To,

{Procuring entity},

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

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or abroad during the last 3 years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.

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

Thanking you,

Name of the Bidder: -

Authorised Signatory Name: -

Authorised Signatory Designation:-

Authorised Signatory Signature:-

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-6: CERTIFICATE OF CONFORMITY/ NO DEVIATION {to be submitted by the bidder on his Letter head}

To,

{Procuring Entity},

CERTIFICATE

This is to certify that, resources deployed by our firm which I/ We have submitted in Annexure-2 are in conformity with the minimum qualifications as mentioned in Annexure-1 of the bidding document and that there are no deviations/will not be any deviation of any kind from the requirement or deliverables of technical support services.

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory Name: -

Authorised Signatory Designation:-

Authorised Signatory Signature:-

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-7: FINANCIAL BID COVER LETTER & FORMAT**COVER LETTER {to be submitted by the bidder on his Letter head}**

To,

Managing Director,

RISL,

Jaipur (Raj.)

Reference: NIB No. : _____ Dated: _____

Dear Sir,

We, the undersigned bidder, having read & examined in detail, the bidding document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work in conformity with the said bidding document.

I/ We undertake that/ to: -

- the quoted prices are in conformity with the requirements prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are exclusive of all type of govt. taxes/duties as mentioned in the financial bid (BoQ), as the GST shall be paid as per prevailing rate.
- if awarded the contract, I/ we shall submit the prescribed performance security deposit and shall supply/ work in accordance with the prescribed timelines.
- 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.
- 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.
- you are not bound to accept the lowest or any bid you may receive.

We unconditionally 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

{To be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal}

The Bidders needs to submit their Financial Proposal at e-procurement website as per the below mentioned templates:

NOTE: Following is template only. Bidders should only mention financial rates in BOQ and upload same on e-procurement website

Name of Work: Selection of Agency for providing technical support services for Rajasthan UID Project for the period of three years		
Ref No.: F4.2(570)/RISL/TECH/2022/UDB-338		Date: 25-02-2022
Bidder Name:		
SCHEDULE OF WORKS (This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)		
1	2	3
S. No.	Item Description	Total Price excluding GST (in INR)
1.	Technical Support Services for Rajasthan UID Project for the period of three years	
Total (in INR)		
Total (in Words): Rupees		
Note: - GST shall be paid as per prevailing rates		

ANNEXURE-8: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

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

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

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

conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

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

Signature

(Name & Designation)

ANNEXURE-9: DRAFT AGREEMENT FORMAT

This Contract is made and entered into on this _____ day of _____, 2020 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. _____ dated _____ will duly supply the said articles set forth in "Annexure-

- I: Bill of Material” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
 4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.
 5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

Note:

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

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this ____ day of _____, 2020.

Signed By:	Signed By:
 ()	

Designation: Company:	Managing Director, RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: RISL, Govt. of Rajasthan
() Designation: Company:	() Designation: RISL, Govt. of Rajasthan

ANNEXURE-10: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant: <please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address: <please specify>
2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>
3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved:<please specify>
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:<please specify>
5. Number of affidavits and documents enclosed with the appeal:<please specify>
6. Grounds of appeal (supported by an affidavit):<please specify>
7. Prayer:<please specify>

Place

Date

Appellant's Signature

ANNEXURE-11: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE {to be submitted by the bidder on his Letter head}

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

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

ANNEXURE-12: UNDERTAKING FOR SOFTWARE DEVELOPMENT RESOURCES {to be submitted by the bidder on his Letter head}

To,

{Procuring entity},

In response to the NIB Ref. No. _____ dated _____ for {Project Title}, as an Owner/ Partner/ Director/ Auth. Sign.of _____, I/ We hereby declare that presently at the time of bidding, _____(No. of employees) employees are working in Software Development profile on the payroll of our Company/ firm _____(name of Company/firm).

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

Thanking you,

Name of the Bidder: -

Authorised Signatory Name: -

Authorised Signatory Designation:-

Authorised Signatory Signature:-

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-13: INFORMATION OF PROJECTS/APPLICATIONS UNDER UID PROJECT**i. AADHAAR Authentication Ecosystem Project**

The Govt. of India has formulated Unique Identification Authority of India (UIDAI) for providing a Unique Identity (Aadhaar) to all residents of India. With the Aadhaar enrolment already taking place at many locations across the country, the downstream services and applications of the Unique Identification (Aadhaar) number shall need to be formulated and operationalized. The UIDAI proposes to provide online authentication using demographic and biometric data. The UID (Aadhaar) Number, which uniquely identifies a resident, will give individuals the means to clearly establish their identity to public and private agencies across the country. The purpose of Authentication is to enable Aadhaar-holders to prove identity and for service providers to confirm the resident's identity claim in order to supply services and give access to benefits.

Aadhaar authentication is the process wherein Aadhaar number, along with other attributes (including biometrics) is submitted to the Central Identities Data Repository 'CIDR' for its verification and such repository verifies the correctness thereof on the basis of information or data available with it. Aadhaar authentication service only responds with a "yes/no" and no Personal Identity Information (PII) is returned as part of the response. The purpose of Authentication is to enable residents to prove identity and for service providers to confirm that the resident is 'who they claim to be' in order to supply services and give access to benefits.

The UIDAI will provide online authentication using demographic and biometric data. The Unique Identification (Aadhaar) Number, which uniquely identifies residents, will give individuals the means to clearly establish their identity to public and private agencies across the country.

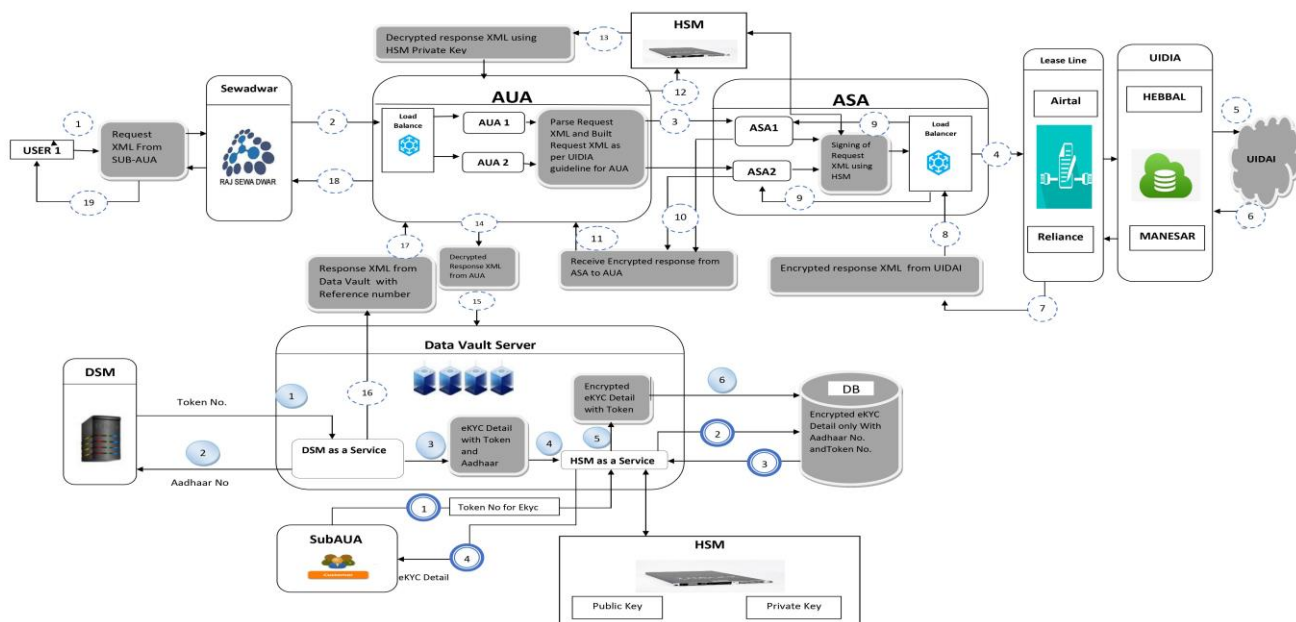
The 'Aadhaar Authentication Framework' of UIDAI details the Authentication types offered by UIDAI. Aadhaar authentication provides several ways in which a resident can authenticate themselves using the system. At a high level, authentication can be 'Demographic Matching and/or 'Biometric/ OTP Matching. But, in all forms of authentication the Aadhaar Number needs to be submitted so that this operation is reduced to a 1:1 match. Authentication shall enable residents to prove their identity based on the demographic and/ or biometric information captured during enrolment, thus making the process of identification convenient and accurate.

Through Aadhaar Authentication, more residents shall be able to prove their identity and thereby become eligible to benefit from Government schemes and subsidies. Aadhaar Authentication shall help AUAs in delivering services to eligible beneficiaries based on establishing their identity, thus improving efficiency and transparency in service delivery to the common man. Aadhaar is a permanent and non-revocable identity as opposed to currently existing identity systems which are based on local, revocable credentials. Hence, AUAs are encouraged to use Aadhaar Authentication in conjunction with the AUA's existing authentication process so as to strengthen their authentication process. Aadhaar Authentication should be perceived as a mechanism to strengthen the current authentication process followed by AUAs to authenticate residents/ beneficiaries and enhance the level of identity authentication assurance while providing convenience to the resident.

Project Architecture

“Aadhaar Authentication” means the process where in Aadhaar Number or Virtual ID or UID Token, along with other attributes, including biometrics, are submitted to the Central Identities Data Repository (CIDR) for its verification on the basis of information or data or documents available with it. UIDAI provides an online service to support this process.

Aadhaar Service Architecture



Central Identities Data Repository (CIDR): CIDR is a government agency that stores and manages data for the country's [Aadhaar project](#). CIDR is regulated by the [Unique Identification Authority of India \(UIDAI\)](#).

Authentication Service Agency (ASA): An organization or an entity providing connectivity using private secure network to UIDAI's data centres for transmitting authentication requests from various AUAs.

Authentication User Agency (AUA): An organization or an entity using Aadhaar authentication as part of its applications to provide services to Aadhaar number holders. Examples include Government Departments, Banks, and other public or private organizations.

SUB-AUA: Sub-AUA is an entity having a relationship/contract with AUA offering specific services in a particular domain.

Management Services Provider (MSP): An organization appointed by UIDAI that manages UIDAI's CIDR Authentication Service Providers (AUSP): Entities proposed to be created that will provide CIDR based authentication services to various authentication user agencies

UIDAI's CIDR: A centralized database in or more locations containing all Aadhaar numbers issued along with the corresponding demographic and biometric information

Network/ Connectivity Provider: Entities that would provide required connectivity between other members of authentication ecosystem - between merchant and AUA, between AUA and AuSP/MSP, between AuSP/ MSP and CIDR

Device Suppliers: Organizations that would manufacture, supply and maintain devices required for carrying out authentication

Stakeholders in the Authentication Ecosystem

Authentication Service will require involvement of various ecosystem members. Various members who are expected to play role in Aadhaar authentication ecosystem include:

- Aadhaar Holders/ Residents - Residents who have already been issued Aadhaar number.
- Terminals/ Merchants - Terminals are devices deployed by AUAs to provide services to residents. These devices will host applications of the AUA and initiate resident's authentication requests. Merchants are the outlets that provide the services at grass-root level & maintain the terminals

Authentication Service Agency (ASA)

ASA is any entity that transmits authentication requests to the CIDR on behalf of one or more AUAs. They play the role of enabling intermediaries. They have an established secure connection with the CIDR and convey AUAs' authentication requests to the CIDR. ASAs receive CIDR's response and transmit the same back to the AUA.

ASAs are entities that have established secure leased line connectivity with the CIDR compliant with UIDAI's standards and specifications. ASAs offer their UIDAI-compliant network connectivity as a service to Authentication User Agencies and transmit AUAs' authentication requests to CIDR. Only entities contracted with UIDAI as ASAs shall send authentication requests to the CIDR; no other entity can directly communicate with CIDR. An ASA could serve several AUAs; and may also offer value added services such as multi-party authentication, authorization and MIS reports to AUAs.

The agency, willing to register as ASA, should give an undertaking and demonstrate the capability of design, configure, implement and maintain the infrastructure and systems required for an ASA as per UIDAI's specifications and certify that necessary human resources with requisite skills are in place to perform the functions required as an ASA.

Key ASA Responsibilities

- Ensure compliance of authentication related operations (processes, technology, security, etc.) to UIDAI's standards and specifications.
- Log and maintain details of all authentication transactions.
- Get its operations and systems related to Aadhaar Authentication audited as per UIDAI's specifications.
- Perform basic checks on the authentication input and forward it to CIDR
- Transmit the result of the authentication transaction received from CIDR to the AUA that has placed the request
- Inform UIDAI of the engagement/ disengagement of AUAs that it serves
- Inform UIDAI of any misuse of Aadhaar data, authentication services, or any compromise of Aadhaar related data or systems.

Mandatory Security Requirements

- ASA can connect to the CIDR only through a leased line.
- The meta data and the responses should be logged for audit purposes.
- Encrypted PID block and license keys that came as part of authentication packet should never be stored anywhere in its system.

- Network between AUA and ASA should be secure.

ASA OPERATING MODEL and ASA Server Architecture

ASAs can offer AUAs multiple protocols and options for connecting their solution to Aadhaar system and in addition provide reporting and other value added services. If ASA is a telecom provider, then a full connectivity solution could be provided to an AUA for end to end Aadhaar authentication.

At a basic level, ASA service is- that of forwarding API calls from AUAs to CIDR through a secure connection. ASA server should be built like a middleware or enterprise service bus that allows secure incoming connections from AUAs to be verified, audited, and then invoking API URLs exposed by Aadhaar servers through HTTPS and then sending the response back to AUAs. A complete ASA server could be thought of as a middleware (or Enterprise Service Bus – ESB) providing multiple protocol support, multiple data format support, with built-in format translation and other capabilities such as auditing and reporting.

ASA server could be as simple as an HTTP proxy, where as a more advanced ASA server could allow multiple incoming protocols from AUAs there by providing more options to AUAs. For example, in addition to HTTPS as a synchronous protocol, ASA server could allow AUAs to use asynchronous schemes using a messaging interface.

Following diagram depicts a high level architecture of an ASA server:



At a high level the flow of API request and response is as follows (point number below corresponds to number within the circle above):

1. One or many AUAs should be supported. ASAs may sign up one or many AUAs to connect through them.
 - AUAs also may choose to work with one or more ASAs to ensure reliable connectivity.
 - It is expected that having multiple ASAs in the system will ensure healthy competition and automatic price leveling for ASA services.
2. Network between AUAs and ASA.
 - This could be any kind of network depending on the needs of AUAs.
 - UIDAI suggests that this be a private leased line to have better control of availability, bandwidth, reliability, and security.
 - UIDAI mandates that communication between AUAs and ASAs for sending Aadhaar API requests and responses be secure.
 - Choice of specific protocol and security standards depends on the domain and application AUAs and ASAs are using.
 - Based on the application needs of AUA, API requests could be sent using a synchronous protocol (such as HTTPS) or an asynchronous protocol (such as a message queue).
 - For AUAs who are new and starting afresh, UIDAI suggests using HTTPS over a leased line to communicate between AUA and ASA.
3. ASA server depicted in the light blue box with dotted line border.

- This should be built to support a “horizontally” scalable deployment on one or many servers so that as the transaction volumes increase, additional servers can be added to handle the load.
- At a high level, ASA server could be thought of as a simple middleware or a light-weight Enterprise Service Bus – ESB.
- A generic ASA server should provide multiple protocol support (providing AUAs a choice of protocols).
- It should also provide data validation, auditing, and basic transaction reporting capabilities.
- For example, using an open source light-weight ESBs such as Mule or Service Mix from Apache, an ASA server could be built in no time.

Components 4, 5, and 6 are parts of ASA server and are described below:

4. If ASAs wish to offer multiple choices in terms of how AUAs actually communicate with ASA server, it is suggested that, a well-designed layer handling various protocols be built.
 - A pluggable set of protocol handlers could provide standard protocols such as HTTPS, JMS, etc. to be used for incoming communication from AUA servers.
 - In most cases, AUAs form the final API input XML and digitally sign them before sending it to ASA so that ASA server can forward that request to Aadhaar servers.
 - In some cases, where ASA is a domain aggregator and offering value added services such as input XML creation, digital signature etc. to AUAs, a choice of data formats (XML, binary formats such as ISO-8583 in the case of financial transactions, JSON, csv, etc.) also could be offered to AUAs using a format translation scheme.
 - In the above scenario, ASA is expected to digitally sign the API input XML on behalf of AUAs.
5. Once the data is received in the ASA server, servers need to do the following:
 - Validate the input data to ensure compliance to Aadhaar data definitions as well as to eliminate issues such as SQL-injection etc.
 - Once it is validated, it needs to be formatted to an XML format complying with Aadhaar API specifications.
 - After the API input XML is formed, it needs to be forwarded using HTTPS to Aadhaar servers hosted in CIDR (Central Identities Repository) as per API specification (see point #6 below).
 - Once response is received from Aadhaar servers, transaction needs to be audited into an audit database.
 - Then the response XML needs to be formatted back to AUA specific format and sent back to AUA using an appropriate protocol adapter.
6. Protocol for communication between ASA server and Aadhaar servers at CIDR is always HTTPS.
 - All Aadhaar APIs are exposed as a service over HTTPS.
 - Data format for all Aadhaar APIs is XML.
 - In most cases, ASAs need to simply forward the digitally signed API input XML to Aadhaar servers through HTTPS.
7. Network between ASA and UIDAI data centers is always through a leased line.
 - As per UIDAI security policy, Aadhaar authentication and related service is ONLY offered to ASA via a secure leased line.
 - ASAs are expected to provision the link to one or more of the UIDAI data centers.
 - Currently UIDAI has two data centers – one in Habbal, Bangalore and one in Manesar.
 - Although ASAs can choose to provision leased line connectivity to one of the data centers, ASAs are expected to provision dual redundant links to both data centers to ensure high availability and reliability of Aadhaar services for their AUAs.
 - While leased line is provisioned, it is expected that ASAs deploy standard network equipments needed to ensure connectivity as well as network protection systems such as firewalls, NIPS/NIDS, and anti-virus/anti-malware systems, etc.
 - It is necessary that at least 1 pair of enterprise class routers (they will be in active-standby mode to eliminate single point of failure) needs to be provisioned by ASAs while terminating leased line at CIDR.
 - While connecting via HTTPS, ASAs need to resolve the service URL via the DNS servers provisioned by UIDAI for this purpose. ASAs need to add UIDAI DNS servers to the list on their side so that URL can be resolved.
 - While connecting, it is mandated that ASAs use host name of the Aadhaar servers instead of IP addresses so as to avoid any service disruption due to UIDAI internal network changes.
8. CIDR represents one or many UIDAI data centers where Authentication and related online services are made available.

- Aadhaar authentication related services are available in active-active mode (meaning request can be routed to any data center) across both data centers.
- UIDAI services are load balanced and routed internally without the knowledge of ASA to ensure maximum service availability.

Existing Applications and Technology:

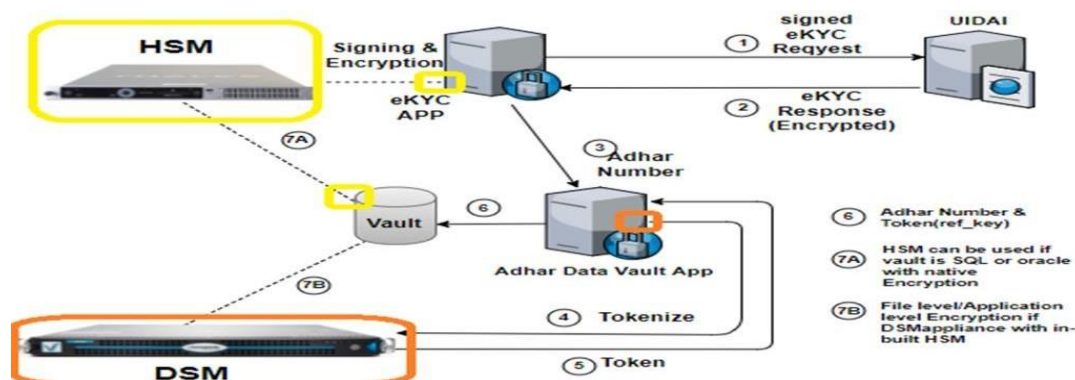
Currently following application/modules/web portals has been developed and operational for providing Aadhaar Authentication services in Aadhaar Ecosystem:

- 1) Two Web Applications (One for AUA and one for ASA)- JAVA, Database-Oracle 12c
- 2) Aadhaar Data Vault Solution- JAVA, Database-Oracle 12c
- 3) HSM and DSM as a service (Web Services)- Java, Oracle 12c
- 4) One Web Portal (RUID Portal) - ASP.NET MVC, SQL
- 5) Rajasthan Aadhaar Website- ASP .NET, SQL
- 6) Auth Management Information System (Transactional Dashboard) - ASP.NET, Oracle 12c
- 7) Sub-AUA On-boarding Module- ASP.NET, Oracle 12c
- 8) Fraud Management System in Aadhaar Authentication- ASP .NET, Oracle 12c
- 9) Android Mobile Application for Document Verification
- 10) Aadhaar Based Biometric Attendance System (Admin Portal, Web Services)- Java, SQL
- 11) Aadhaar Based Biometric Attendance System (MIS Portal)- ASP .NET, SQL
- 12) Windows Desktop Application for Biometric Attendance- ASP .NET
- 13) Android Mobile Application for Biometric Attendance

ii. Aadhaar Data Vault Project

Aadhaar Data Vault is a centralized storage for all the Aadhaar numbers collected by the AUAs/KUAs/Sub-AUAs/ or any other agency for specific purposes under Aadhaar Act and Regulations, 2016. The Aadhaar data vault consists of reference key, which is a unique token to represent the Aadhaar number in the entire internal ecosystem of the agency. Mapping of reference key and Aadhaar number shall be maintained in the Aadhaar Data Vault. All entities including those stores Aadhaar numbers for internal identification purposes such as eKYC, Authentication, linking with PF etc. in a structured and electronic form need to implement Aadhaar Data Vault and shall start using reference keys mapped to Aadhaar numbers through tokenization in all systems.

The necessary ICT infrastructure and Aadhaar Data Vault solution has been deployed in state data centre of DoIT&C. There are 14 Sub AUAs has been identified in state for integration with Aadhaar Data Vault. The existing technical architecture of Aadhaar Data Vault is as following:



- **HSM:** A hardware security module (HSM) is a physical computing device that safeguards and manages digital keys for strong authentication. These modules traditionally come in the form of a plug-in card or an external device that attaches directly to a computer or network server.
- **Data Security Manager (DSM)** –DSM Appliance is the central component, which provides centralized management of data security policies and encryption keys that enable corporations to secure their data in physical as well as virtual environments.DSM communicate with token server to generate a unique reference number for provided Input entity.
- **Existing Technology:** Java Spring 1.8 Framework, Hibernate Framework,Database: Oracle 12c.

iii. Raj Upasthiti (Aadhaar Based Biometric Attendance) Project

Raj Upasthiti application provides an Aadhaar enabled platform to Govt/Public /PSU employees to mark attendance. Attendance system enables an employee to register attendance by simply presenting his/her biometric (fingerprint). This event is authenticated online after one to one match with the biometric attributes stored in the UIDAI database against the employee's Aadhaar number. This system provide facility to departments on boarding, employee registration and attendance report at centralize location.

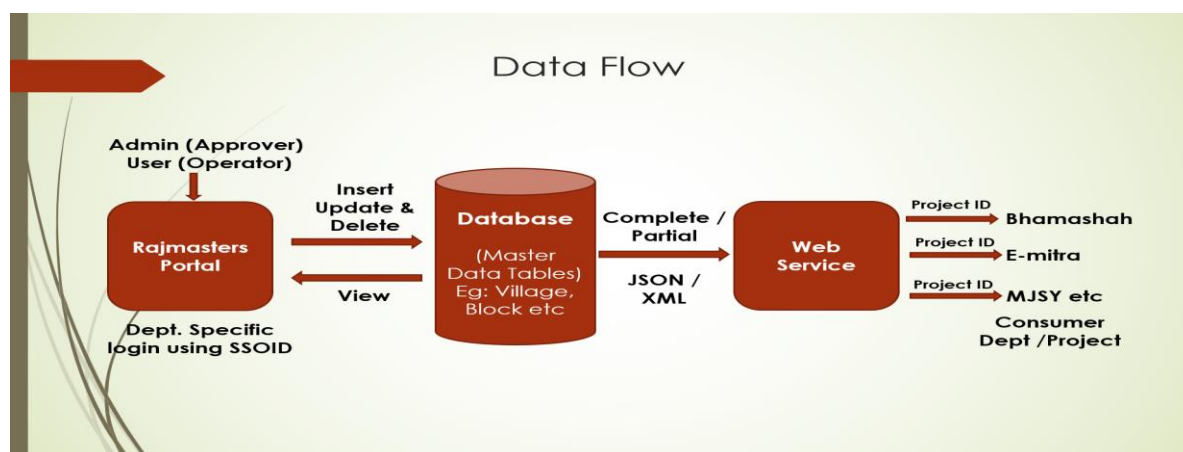
The following features has been implemented in Raj Upasthiti System:

- ✓ This Biometric Attendance System is based on Aadhaar Authentication (Fingerprint)
- ✓ It is an attendance system with real time monitoring
- ✓ The system has comprehensive MIS
- ✓ This is a lightweight system which does not requires any special hardware or algorithm
- ✓ It is compatible with multiple platforms (Windows, Android, etc.) and form factors (Laptop, Desktop and Tablets, etc.)
- ✓ Robust System- Self sustained for small power cuts as it uses tablets at the front end.
- ✓ Time taken to Record Attendance is as low as 1-2 Seconds on Wi-Fi and 5-8 Seconds on GPRS (SIM)
- ✓ System is tightly integrated with the communication channel of SMS. A user gets SMS's from the systems at various levels like after registration on non-marking of attendance and other conditions to empower the users of the system

The Raj Upasthiti application is developed in JAVA, JSF, Spring, Hibernate, SQL

iv. Raj Masters Project

Rajmasters is a centralized repository to manage, distribute and monitor of all Data Masters while at the same time provide a platform for synchronizing various departments/ projects for consumption of data. Rajmasters Portal provides an integrated environment to add, update & delete respective department's master data at a single point.



The technology used in development of application is **ASP.NET MVC and Oracle 11g Database**. The RAJMASTERS application is operational and hosted at RSDC.

v. Rajasthan Aadhaar Portal and Website

The UID Cell of DoIT&C is having its own website at URL <https://aadhaar.rajasthan.gov.in> which is being maintained by the UID Project Management Unit. In addition a portal named RAJAADHAAR (RUID Portal) is also being maintained by UID cell which is having various functionalities as mentioned below:

- Aadhaar Operator On-boarding Module
- Aadhaar Operator Payment generation Module
- Aadhaar CELC Client Registration and Machine Mapping Module
- Aadhaar ECMP Client Registration and Machine Mapping Module
- User Management
- Dashboards and MIS Reports
- Grievance Management Module
- Website Management Module

vi. INTEGRATION OF VERIFICATION SERVICES WITH DEPARTMENTS

Single repository of services is developed for all major important documents issued by various issuing authorities. This repository of services may be used by the departments as a service to verify the document digitally for various government schemes / services. This repository of services has integration with Digilocker and central ministries APIS like Driving License, Registration of vehicle and Income Tax department PAN service along with state departments APIs.