

**Expression of Interest (EoI)**  
for  
**Selection of Service Providers to set up and manage e-Mitra kiosks (urban and rural)**  
under e-Mitra Project in the state of Rajasthan

Reference No. F3.3 (75)/RISL/Pur/2014/1760

dated: 26.05.2014

<b>Mode of Bid Submission</b>	Online through eProcurement/ eTendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Chairman & Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Date &amp; Time of Pre-bid meeting</b>	03-06-2014 at 11:00 AM
<b>Last Date &amp; Time of Submission of Bid</b>	16-06-2014 at 3:00 PM
<b>Date &amp; Time of Opening of Bid</b>	16-06-2014 at 4:00 PM

**Cost of E-Tender document: Rs. 1000/- (Rupees One thousand only)**

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

**RajCOMP Info Services Limited (RISL)**

First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)  
Phone: 0141- 5103902 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>, Email: [rksharma@rajasthan.gov.in](mailto:rksharma@rajasthan.gov.in),  
[rksharmadoit@gmail.com](mailto:rksharmadoit@gmail.com)

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## EXPRESSION OF INTEREST (EoI)

for

**Selection of Service Providers to set up and manage e-Mitra kiosks (urban and rural) under e-Mitra Project in the state of Rajasthan**

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"> <li>Name: RajCOMP Info Services Limited (RISL)</li> <li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"> <li>Name: Sh R K Sharma</li> <li>Designation: SA (Joint Director), DoI</li> <li>Address: Third Floor, New IT Building, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> <li>Email: <a href="mailto:rksharma@rajasthan.gov.in">rksharma@rajasthan.gov.in</a>, <a href="mailto:rksharmadoit@gmail.com">rksharmadoit@gmail.com</a></li> </ul>
<b>Subject Matter of Procurement</b>	Selection of Service Providers to set up and manage e-Mitra kiosks (urban and rural) under e-Mitra Project in the state of Rajasthan
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"> <li>Websites: <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a> and <a href="http://doitc.rajasthan.gov.in/">http://doitc.rajasthan.gov.in/</a></li> <li>Bidding document fee (non-refundable): Rs. 1000 (Rupees One Thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> <li>RISL Bid Processing Fee (non-refundable) Rs. 1000 (Rupees One Thousand only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li> </ul>
<b>EMD and Mode of Payment</b>	<ul style="list-style-type: none"> <li>Amount (INR): Rs 1 lakh (Rupees One lakh only)</li> <li>Mode of Payment: Banker's Cheque or Demand Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur" or deposit through eGRAS (<a href="https://egras.raj.nic.in/">https://egras.raj.nic.in/</a>)</li> </ul>
<b>Period of Publishing of EoI Start Date)</b>	<ul style="list-style-type: none"> <li>26.05.2014 at 03:00 PM onwards</li> </ul>
<b>Date/ Time/ Place of Pre-bid Meeting</b>	<ul style="list-style-type: none"> <li>Date/ Time: 03.06.2014 at 11:00 AM</li> <li>Place: Board Room, RISL</li> </ul>
<b>End Date for the submission of Bids</b>	<ul style="list-style-type: none"> <li>16.06.2014 upto 03:00 PM</li> </ul>
<b>Date/ Time/ Place of Bid Opening</b>	<ul style="list-style-type: none"> <li>Date: 16.06.2014 at 04:00 PM</li> <li>Place: Committee Room, 1st Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)</li> </ul>

## 1. ABBREVIATIONS & DEFINITIONS

<b>Act</b>	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
<b>Authorised Signatory</b>	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>DeGS</b>	District e-Governance Society
<b>eMitra kiosk</b>	IT enabled, front-end service delivery centers in urban and rural areas of Rajasthan. A kiosk can be an individual or a corporate body/firm. Kiosk may be a single manned counter or counter with 3-5 counters operators for service delivery.
<b>eMitra portal</b>	<a href="http://www.emitra.rajasthan.gov.in">www.emitra.rajasthan.gov.in</a>
<b>G2C</b>	Government to Citizen
<b>ICT</b>	Information and Communications Technology
<b>LSP</b>	Local Service Provider – set up and manages eMitra kiosks in Urban areas.
<b>PS</b>	Performance security
<b>RISL</b>	RajCOMP Info Services Limited
<b>SCA</b>	Service Centre Agency – set up and manages eMitra kiosks in Rural areas.
<b>Transactional security</b>	Security against transactions on eMitra portal

## 2. INVITATION FOR BIDS

- 2.1) DoIT&C, GoR intends to create a Unified Service Delivery platform and select multiple service providers for setting up ICT based kiosks in rural and urban areas of Rajasthan so as to electronically deliver various G2C & B2C services to the citizens at their doorstep.
- 2.2) RajCOMP Info Services India Ltd (RISL) on behalf of Department of Information Technology & Communications (DoIT&C), Government of Rajasthan invites EoI from eligible bidders to setup ICT based kiosks in urban (3-5 kiosks at Jan-Sunvai Kendra at District HQ along with centres at other urban locations as per need and business viability) & rural areas (at-least one kiosk at each Panchayat Samiti and Gram Panchayat level) in all 33 districts of Rajasthan. District wise number of Panchayat Samities and Gram Panchayats is enclosed at Annexure-5.
- 2.3) This is a single stage selection procedure for empanelling the service providers under eMitra Project. The selection is based upon the state's requirement to set up urban and rural eMitra kiosks.
- 2.4) Bidders may be asked to make presentation on their capabilities, their proposal, revenue sharing model for kiosk owners, issues, risk involved and challenges envisaged, proposed ways to mitigate the risks/problems and actual solution that the service provider wants to provide to the State before the short listing of the EOI responses. The Criteria for selection would include:
- General Qualifications:** Bidder's profile, Understanding of the GoR's requirement, references reflecting similar work and related experiences, availability of key resources and infrastructure.
  - Ability to deliver the stated scope of work, the process/quality methodologies that the service provider adopts, recognition of issues, risks, challenges and problems, possible ways to mitigate the risks.
  - Formal terms and conditions for long term relationship under the scheme.
- 2.5) All bids must be accompanied by an Earnest Money Deposit (EMD) of Rs. 1,00,000/- (Rs. One Lakh only) in the form of Banker's Cheque or Demand Draft payable to Managing Director, RajCOMP Info Services Ltd. payable at Jaipur.
- 2.6) RajCOMP reserves the right to
- make necessary changes in the terms of the Project, and
  - to reject any or all bids without assigning any reasons thereof.
- 2.7) Bidder's may also submit their proposals at any time after the bid submission date under this EoI and if there is a further requirement for empanelment of service providers under eMitra project, such proposals received thereafter may be considered for evaluation on quarterly basis. However, in such a case, DoIT&C/ RISL shall not be bound for allocation of kiosk location to any/all of the bidders.

### **Important Dates**

S.No	Events	Date	Location
1	Date of Publication of Expression of Interest (EOI)	26.05.2014 at 03:00 PM onwards	RISL & DoIT&C Web Sites ( <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a> and <a href="http://doitc.rajasthan.gov.in/">http://doitc.rajasthan.gov.in/</a> )
2	Date & Time of Pre-Bid Meeting	03.06.2014 at 11:00 AM	Committee room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005
3	Last Date & Time of Submission of EOI	16.06.2014 upto 03:00 PM	Office of Managing Director, RISL, Yojana Bhawan Jaipur

4	Date & Time of Opening of EOI	16.06.2014 at 04:00 PM	Committee room, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005
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### 3. ELIGIBILITY CRITERIA

S. No.	Basic Requirement	Specific Requirements	Documents Required
3.1	Legal Entity	<p>The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A Society registered under any of the States' Societies/Cooperatives Registration Act or equivalent</p>	<p>1) Copy of valid Registration Certificates</p> <p>2) Copy of Certificates of incorporation</p>
3.2	Bidder's profile	<p>Existing LSP/SCA working under eMitra/CSC project in the State of Rajasthan;</p> <p>OR</p> <p>Existing SCAs operational in other parts of the country under CSC Scheme</p> <p>OR</p> <p>Existing Corporate Business Correspondent Agents operational across the country</p> <p>OR</p> <p>Existing UIDAI/ Bhamashah empanelled agencies across the country</p> <p>OR</p> <p>An established service provider having at least 3 (Three) years of proven experience in the field of providing citizen-centric services through at-least 50 ICT based kiosks/centres for delivery of services anywhere in the country;</p> <p>OR</p> <p>A reputed company/firm engaged in the business of running a call centre/BPO/KPO with minimum of 50 seats/ counters in operation for at least 3 years.</p> <p>OR</p> <p>An established Program Support Agency (PSA)/ Service Provider of Rajasthan Knowledge Corporation Limited (RKCL) having at least 3 (Three) years of proven experience in running at-least 50 ICT based Authorized Learning centers for delivery of educational &amp; similar services anywhere in the country</p> <p>OR</p> <p>A service provider having at least 6</p>	<p>Copy of LoI/work order/contract indicating the scope of work and deliverables &amp; Client certificate stating that:</p> <ol style="list-style-type: none"> <li>1. The bidder is operational under the said project as on date of submission of bid &amp;</li> <li>2. Bidder is efficiently delivering citizen-centric services using ICT based kiosks/centres/ call centres &amp;</li> <li>3. Certified documents regarding established and successfully managed 50 ICT Kiosks/ centres owned, managed and run by the Bidder in last three years;</li> </ol> <p>OR</p> <p>Certified documents regarding seating capacity/number of counters in operation for last three years.</p> <p>OR</p> <p>Certified documents regarding established and successfully managed 50 ICT machines owned, managed and run by the Bidder in last six months in case of UID/ Bhamashah empanelled agencies;</p> <p>OR</p> <p>Certified documents regarding established and successfully managed 20 ICT machines owned, managed and run by the Bidder in last six months in case of UID/ Bhamashah empanelled agencies (Eligible for One district only);</p> <p>OR</p> <p>Certified documents regarding established and successfully managed 20 ICT based centers/ Kiosks owned, managed and run by the Bidder in last six months in any District of Rajasthan (<b>Eligible for that One district only</b>);</p>

		Months of proven experience in the field of providing citizen-centric services through at-least 20 ICT based kiosks/centres for delivery of services in any District of Rajasthan	
Note: The LSP that have been allotted one district, may apply for additional district(s) after successfully established & managed 50 Kiosks in allotted district and minimum 3 months have been completed from date of signing of Agreement.			
3.3	Financial: Net Worth	The net worth of the bidder (except NGO/ societies), for previous financial year, should be Positive.	CA Certificate with CA's Registration Number/ Seal
3.4	Mandatory Undertaking	Bidder should not have been blacklisted from any of the State/UT/Central Government.	A Self Certified letter as per Annexure -4 (Self-Declaration)



#### 4. PROJECT PROFILE

4.1) e-Mitra is an ambitious project of the state government which utilizes an e-platform to provide all Government information and services to rural and urban masses under one roof through eMitra kiosks on a Public-Private Partnership (PPP) model. The scope of services that can be provided through e-Mitra kiosks is not limited to Government domain but it may also include services of private sector organizations like LIC, Mobile phone service providers, TV recharges, Insurance, Ticket Booking, etc.

4.2) The objective of e-Mitra project is to provide wide range of citizen friendly Services of different departments under one roof so that the citizens do not have to run around various departments. Its aim is to deploy information & communications technology (ICT) for the benefit of the masses.

4.3) Currently, a total of about 1500 kiosks are operational in urban locations while more than 5000 kiosks are operational in rural areas, known as rural e-Mitra (also known as CSC kiosks).

#### 4.4) Implementation:

- a. To implement the project at district levels across the State, the State Government has established District e-Mitra Societies at each District under the chairmanship of respective District Collector.
- b. Local Service Providers (LSP's) (and Service Centre Agencies (SCAs)) for ensuring delivery of services under one roof through kiosks established by them.
- c. Currently a network of more than 6000 kiosks at both Urban & rural levels is working through various service providers selected by GoR through open tender process. Government of Rajasthan intends to have adequate number of kiosks per panchayat in rural areas and minimum per ward in municipal area.

#### 4.5) Service Basket:

- a. Following broadly categorize the type of services currently being delivered through eMitra platform:
  - Utility Bill & other types of Payment Collection
  - Submission of Online Application Forms & Fee Deposits
  - Submission of Grievances/Information Retrieval
  - Various Certificates & copy of Land Records
  - Pre –paid services (mobile/TV recharge, LIC, ticket booking, etc.)
- b. Currently, more than 50 services of approximately 30 Government departments/ PSUs/ private service providers are being offered through eMitra portal. In addition to the services (G2C+B2C) available on e-Mitra portal, the kiosks shall also be delivering following services as per the rates approved by GOR:
  - Aadhar enrollment
  - Business Correspondent (BC) services
  - Updation of data (Account mapping with Aadhar)
  - Various digitization/scanning work
- c. Indicative list of services along with the commission charges is enclosed as Annexure-6.

#### 4.6) Financial Model:

- a. The kiosks under eMitra project works on self-sustained financial model, where DoIT&C/RISL offers an approved rate structure for per transaction-commission charges for delivery of various G2C & B2C services through these kiosks..

#### 4.7) Fund Flow Mechanism:

- a. More than 15-20 lakh transactions are carried on eMitra portal every month, collecting revenue of about Rs 200 Crores. eMitra, being a multi-stakeholder project,

has established an online mechanism for fund flow between all stakeholders to ensure efficient, transparent and timely realisation of money in respective accounts.

- b. The entire system is online, where the LSP/ SCAs are given the credit limit equivalent to the amount of Transactional Security deposited by them to make transactions on eMitra portal. The LSP/ SCA further takes security amount from the kiosk owners and release credit limit to them. The credit limit is automatically replenished when the amount is transferred to respective stakeholder's account by the kiosk owner/ LSP/ SCA. The commission charges are also automatically transferred to the e-wallets maintained on eMitra portal for concerned kiosk owner/ LSP/ SCA, after a transaction is successfully executed by them.

#### **4.8) Kiosk Operation Timings:**

- a. The e-Mitra kiosks functions for a minimum of 8-9 hours on all the days except Sunday.

## 5. SCOPE OF WORK

5.1) The following broadly constitutes the scope of work:

### i. Setting up of kiosks:

- a. The service providers shall be responsible for setting up & managing the kiosks in the urban and rural areas of the state. In the rural areas, at-least one e-Mitra kiosks on each Gram Panchayat and at each Panchayat Samiti level is to be set up and 3-5 kiosks at Jan-Sunvai Kendra at District HQ along with centres at other urban locations in the area assigned.
- b. The service providers will also need to get into suitable agreements with the kiosk owners clearly delineating their respective roles, responsibilities, revenue sharing, security fee (refundable/ non-refundable) details and service-level liabilities as indicated in Annexure -7. Once the service provider has entered into an agreement with the kiosk owners, the service provider would be responsible for maintaining documents and database of information related to the kiosk owners. The same may also be uploaded online as per requirement of DOIT&C/ RISL.
- c. The service providers shall submit their kiosk roll out plan for 6 months (Annexure-10) within 15 days from signing of agreement with RISL and would be required to establish and operationalize at-least 25% new kiosks (i.e, in addition to the existing kiosks) out of total number mentioned in the kiosk roll out plan within 2 months' time period from signing of agreement.
- d. **Ensure Connectivity:** The service providers will be responsible for providing adequate connectivity to the eMitra kiosks for smooth delivery of services through eMitra portal.
- e. **Showcase Kiosk:**  
The LSP would be required to set up district wise showcase kiosks. The total number of showcase kiosks in a particular district would be equivalent to 0.5% of total kiosks of that district. The showcase kiosks should have the following:
  1. Large set up having multiple counters (minimum two to three counters)
  2. Requisite infrastructure
  3. Signboards/signage
  4. Rate List
  5. Separate counters for key services under emitra such as Ration Card, banking (CBS/POS), aadhar, Bhamashah, B2C services (Amazon, Ask A Doctor etc)

### ii. Service Delivery:

- a. Delivery of all Government assigned services would be mandatory for the service providers and their respective kiosk owners. In addition to the services available on eMitra portal, the service providers shall also deliver following services approved by GoR like:
  1. Aadhar enrollment
  2. Business Correspondent (BC) services
  3. Various digitization/scanning work

### iii. Online Fund Transfer:

- a. The service providers shall be responsible for online transfer of funds/dues collected on behalf of the government to the account of RajOnline (RISL) within T+1 using eMitra portal, where T is the Transaction date, i.e. the funds collected should be realized in RajOnline bank account within T+1. In case of bank holidays the dues would be transferred on next working day. In case of non-deposit of the amount so collected within the stipulated time, the service provider will have to pay interest @ 18% per annum for the amount and number of days delayed to RISL.

**iv. Commission Charges:**

- a. Per transaction commission charges to be shared between Kiosk, Local Service Provider (LSP) and RISL is as mentioned below:

<b>Revenue Sharing Structure for Kiosk, LSP and RISL</b>						
<b>S N o</b>	<b>Criteria</b>		<b>Revenue sharing between Kiosk, LSP and RISL *</b>			<b>Kiosk Category</b>
	<b>Urban [Kiosk transacting for at least these days in a month (Min. no. of transactions per day by that kiosk)]</b>	<b>Rural [Kiosk transacting for at least these days in a month (Min. no. of transactions per day by that kiosk)]</b>	<b>Kiosk Share</b>	<b>LSP share</b>	<b>RISL</b>	
1	(Total days in Month -5) Days (Min. 30 transactions per day)	(Total days in Month - 10) Days (Min. 10 transactions per day)	78 %	22%	0 %	A
2	(Total days in Month -15) Days (Min. 10 transactions per day) <b>Or</b> At least 150 Transactions Per Month	(Total days in Month - 15) Days (Min. 5 transactions per day) <b>Or</b> At least 75 Transactions Per Month	76 %	21%	3 %	B
3	Kiosks not covered in S. No. 1 and S. No. 2		75 %	20%	5 %	C

**\* Inclusive of all taxes & levies.**

**b. Higher Commission to Kiosk for transactions on e-Mitra Plus:**

The Revenue Sharing Structure for Kiosk, LSP and RISL for services delivered through e-Mitra Platform will also be applicable to transactions performed through e-Mitra plus Machines and 5% additional commission for transactions performed on e-Mitra Plus Machine will be given to kiosk from RISL income as incentive to motivate e-Mitra Kiosk.

It is clarified that:

- i. Incentive will only be given for transactions performed on eMitra Plus Machine. i.e. 5% incentive will be calculated for total commission (Inclusive of GST) for transaction from eMitra Plus Machine.
  - ii. Incentive can only be given from RISL income part for the same month. i.e. 5 % incentive part for a particular month cannot exceeds RISL income from commission for same month.
- c. The commission charges shall be paid to the kiosk owner in his e-Wallet by RISL after deducting/ adjusting TDS and the same will be passed to the service provider's e-Wallet along with the service provider's share of commission charges. Therefore, the service providers shall provide the TDS certificate to all the kiosk owners as per the Income Tax rules.
- d. In case of default by the service provider in making any payment due to be paid by it to RISL, the service provider agrees and authorizes RISL to deduct the amount payable to RISL from any payments that may be payable to the service provider by RISL or from the security deposited with DeGS/RISL. In such cases, RISL will first raise a demand note on the service provider to settle such claims within 15 days, failing which, amount will be settled as mentioned above.

**v. Accounts Reconciliation:**

- a. The service providers shall ensure complete reconciliation of accounts (district/department/service wise) and submit the compliance report to DOIT&C/ RISL on monthly basis.

**vi. Training:**

- a. It will be the responsibility of the service providers to train the kiosk owners on various aspects of eMitra project, particularly the delivery of services through eMitra portal. The trainings may be conducted in three phases as mentioned below:
  - ✓ Induction training - of 2 days
  - ✓ Refresher course – Half day per quarter
  - ✓ Refresher course – One day per annum (to be attended by nominee of DeGS/RISL), the notice for training shall be issued in consultation with DeGS and at-least 7 days prior to the training date under information to DoIT&C/ RISL.

**vii. Creating awareness:**

- a. The service providers will sensitize the citizens about eMitra project and will promote the same in the rural areas through the state/district-level and local promotion campaigns.

**viii. Back-end support:** The service providers will ensure adequate back-end and logistical support to the kiosk owners. A dedicated team should be posted at each district where the service provider is operational for day-to-day support & coordination & with the kiosk owners. The service providers shall depute at-least one state coordinator at Jaipur to coordinate with RISL.

**ix. Monitoring:** The service providers shall monitor the kiosk owner at all times and provide adequate support for their smooth functioning. The service providers shall be solely responsible and liable for any action by the kiosk owners working under him.

5.2) **Contract period:** The duration of contract period would be four years. All work orders issued to LSP including work order for additional district will be valid for four years from date of agreement. The performance of the service providers will be reviewed against SLA every year in the month of April. Contract can be terminated at any stage on account of unsatisfactory performance by respective service provider. The service providers shall sign a co-terminus contract with the kiosk owners in lines with this EoI document and as per the agreement signed with RISL.

**5.3) LSP Selection and Kiosk Rollout Policy:**

With the objective to extend the reach of the e-Mitra kiosk network till the remotest location of the State and to ensure the financial vitality of the kiosk especially in remote areas, Below are the conditions of the Kiosk Rollout Policy:

- i. For new LSP or at the time of expansion by existing LSP, a LSP can request maximum 5 districts (from same division only) at a time. The LSP will be required to submit Block wise rollout plan.
- ii. LSP shall roll-out at least 10 kiosks in each district.
- iii. Based on the performance of the LSP in 3 months i.e. 100% successful roll-out of the kiosks in division without defaulter on any parameter defined in SLA, additional maximum 5 districts from same/ another division may be allotted to the respective LSP. Further, additional districts may be allotted on same lines with performance review of complete set of districts already allotted to respective LSP.
- iv. In rural area, LSPs will not be allowed to open the kiosk in village where average population per kiosk will become less than 500 as it adversely impacts the financial viability of existing kiosks.
- v. In rural area, revenue village with population less than 500 but having no kiosk, only one (1) kiosk will be set up at such villages.
- vi. Above points (i), (ii), (iii), (iv) & (v) will also apply on existing LSPs for additional districts.

- vii. The New LSPs requesting one district, only one block will be allotted and block wise rollout will be submitted by LSP. Additional block within allotted district will be allotted to LSP on the basis of performance of the LSP after 3 months.
- viii. This whole system will be dynamic & automated with no manual intervention of LSP in kiosk apply process.

## 6. PROJECT METHODOLOGIES

### 6.1) Approving the location of a kiosk:

The service providers shall submit the application form online for kiosk creation along with all requisite documents and eligibility proofs, police character certificate, bank credential of the kiosk owner, etc. Guideline for approval of kiosks is enclosed at annexure -7.

DeGS shall examine & approve the application online after verifying IT infrastructure, connectivity, display board, etc. and on the basis of following indicative parameters:

- Population,
- Business demand,
- Number and performance of existing kiosks in that location, if any,
- etc.

One individual/firm/corporate body/service provider may also apply for multiple kiosk anywhere in the district.

If the DeGS does not provide its recommendations within 15 days of application for opening of a kiosk, RISL shall consider the application to be approved by the respective DeGS and will provide the user ID and password.

DoIT&C, GoR may also provide adequate space in Jan-Sunvai/Rajasthan Sampark IT Centers at Collectorate, Panchayat Samiti and Gram Panchayat level with/ without any rental charges, power back-up, etc.

### 6.2) Migration of Existing kiosks:

In case the new kiosk being setup is through existing kiosk holder then he/she will be provided an opportunity without further kiosk verification by DeGS. The concern service provider shall submit an application to DeGS along with the identity number (emitra id) of existing kiosks through which the new kiosk is proposed to be setup. After systemic check regarding the performance, the new kiosk id would be allotted under the new service provider. In case police character verification was not submitted by the concerned, he/she would be required to do so within 30 days, failing which kiosk operations would be put to stop. Also, no additional registration fees shall be charged by the service provider, if the kiosk migrates under the same existing service provider but as per new arrangement of this EoI.

### 6.3) Withdrawal of kiosks:

If the kiosk holder is willing to discontinue the project, he may submit the application for withdrawal of his kiosk. The service provider shall further recommend to DeGS for withdrawal of the said kiosk along due clearance with respect to the kiosk operations and completion of all exit formalities.

DeGS, after verification, may withdraw the kiosk online and inform RISL accordingly. Information of such kiosks shall be published on eMitra and related websites and the service provider will ensure that the kiosk visibly displays the information regarding discontinuation of eMitra services at the kiosk location for a period of one month starting from 7 days prior to the withdrawal date.

### 6.4) Termination of kiosks:

The service provider shall recommend to DeGS for termination of a kiosk on the basis of non-performance or any irregularity by the kiosk owner and shall specify the grounds for termination of the kiosk.

DeGS, after verification, may terminate the kiosk online and inform RISL accordingly. Information of such kiosks shall be published on eMitra and related websites and the service provider will ensure that the information regarding termination of the kiosk is visibly displayed at the kiosk location for a period of one month starting from the date of termination.

Note: Any kiosks found indulging in any irregularity/ fraud or if any complaint/ FIR has been registered against the kiosk due to its association under eMitra project at any point of time shall not be allowed to work under this EoI.

**6.5) Transfer of commission charges:**

RISL, based on the revenue sharing pattern, shall transfer the kiosk owner's share of commission charges, online through eMitra portal in real-time basis, directly in their e-wallets maintained on eMitra and further if required, in their bank accounts also. For this, the service providers shall provide the account details of all the kiosk owners to RISL.



## 7. STAKEHOLDER RESPONSIBILITIES

### a. DoIT&C

- i. Provide policy and regulatory support: DoIT&C would facilitate any policy of regulatory support that the service providers or any other stakeholder may need to successfully implement the Scheme in the State
- ii. Service Basket Enhancement: DoIT&C would make all necessary efforts to continuously enhance the service basket.
- iii. DoIT&C, GoR will have overriding rights on all the roles and responsibilities of RISL & DeGS.

### b. RISL

- i. RISL would act as a nodal agency and overall co-coordinator on behalf of State Government for successful implementation of the e-Mitra scheme.
- ii. Facilitate awareness campaigns: RISL would undertake the necessary steps to promote and publicize the e-Mitra amongst all stakeholders, customers, content / service providers, etc.
- iii. Facilitate training and capacity building: RISL in association with DoIT&C/DeGS/Line Departments/ service providers would undertake appropriate training and capacity building programs to gear up the State Departments to facilitate e-Government services through e-Mitra kiosks.
- iv. RISL shall be responsible for Online transfer of funds between all stakeholders, maintaining the credit limit for the service providers and ensuring complete reconciliation of accounts.

### c. District e-Governance Societies:

- i. The District e-Governance Society constituted by the Government under the chairmanship of District Collector in each district is responsible, on behalf of Government, to coordinate and monitor the implementation and operation of the e-Mitra Scheme in the respective districts.
- ii. The District e-Governance Society shall regularly inspect all the kiosks in the district for proper functioning and ensure that all the available services are being delivered through the kiosks without any hindrance.
- iii. The District e-Governance Society shall facilitate training programs for the kiosks in coordination with the service providers and try as far as possible to provide premises at Collectorate/ Panchayat level for trainings by the service providers.
- iv. DeGS shall be responsible for recommendation and approval of new kiosks and withdrawal of old kiosks.

### d. Service provider's Responsibilities:

- i. The service providers shall have to execute an agreement with RISL within 30 days of issuance of LoI and deposit security amount as mentioned below in favour of Managing Director, RISL:
  - 1) Performance Security (PS) of Rs 1 Lakh (in form of Banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank having its branch in Jaipur in favour of "Managing Director, RISL" , payable at "Jaipur") within 15 days of signing of agreement and

- 2) Transactional Security of Rs 1 lakh (in form of Banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank having its branch in Jaipur in favour of "Managing Director, RISL" , payable at "Jaipur") within 30 days of signing of agreement
- ii. Further, the service providers shall be required to deposit Performance Security (PS) of Rs 1 Lakh plus Transactional Security of Rs 1 lakh per district to RISL. The security amount deposited at the time of signing of agreement shall be adjusted in reaching the total security amount to be deposited by the selected bidders against all the districts he wishes to work in.
- iii. Credit limit equivalent to Transactional security amount shall be assigned to the service provider for making transactions on eMitra portal. If the service provider wishes to increase the transaction/volume on e-Mitra portal he has to deposit additional Transactional security with RISL.
- iv. The service providers shall work as per the guidelines issued by RISL/DoIT&C from time to time.
- v. The service providers shall ensure displaying of kiosk certificate issued by DeGS, kiosk ID, citizen charter/ rate list, etc at the kiosks as per guidelines.
- vi. The service providers will not charge more than Rs. 5000.00/- as non-refundable registration fees from kiosk for the entire contract period and shall specify the fee amount in the agreement signed with the kiosk owner.
- vii. The service providers shall be responsible for any action/ irregularity on part of his kiosk owner, through eMitra portal or manually.
- viii. The commission charges shall be paid to the kiosk owner in his e-Wallet by RISL after deducting/ adjusting TDS and the same will be passed to the service provider's e-Wallet along with the service provider's share of commission charges. Therefore, the service providers shall provide the TDS certificate to all the kiosk owners as per the Income Tax rules.
- ix. The service providers shall raise centralized invoices (department/ service wise) to RISL on monthly basis. On receipt of the invoice, RISL will transfer the commission online from their e-wallet to their bank account.
- x. The service providers shall be responsible for sending the documents pertaining to any Line Department (in respect to their services being delivered through eMitra) as per timelines defined in the agreement signed for that service.
- xi. The service providers shall be solely responsible & liable for any kind of irregularity/ manipulation on its part or through any of their kiosks, manually or through eMitra portal.

## 8. OTHER TERMS & CONDITIONS

### **i. Non-exclusivity of Rights:**

GoR reserves the right to allocate kiosks anywhere within the state to any of the service providers. No exclusive rights are provided to any of the service providers for operating in a particular area/ location.

### **ii. Forfeiture of Performance Security or penalty of Rs. 1 Lac:** Security amount in full or part may be forfeited in the following cases:

- a. When the terms and conditions of contract is breached.
- b. When the service provider fails to set up and operationalize the new kiosks (i.e, in addition to the existing kiosks) as per roll out plan submitted by him, performance security of that district may be forfeited.
- c. When contract is being terminated due to non-performance of the service provider.
- d. When the service provider fails to deposit Transactional security within the time prescribed.

If penalty of Rs. 1 Lac is either not deposited in RISL bank account or no consent is given within 30 days to deduct same from forthcoming commission from issuance of order, then available Performance Bank Guarantee may be forfeited to recover penalty.

### **iii. Forfeiture of Transactional Security:** Security amount in full or part may be forfeited in the following cases:

- a. When the service provider fails to deposit funds collected/ dues in prescribed timelines or any other financial irregularity on its part or any of its kiosks.
- b. RISL reserves the right to forfeit the Transactional Security deposited by the service provider with RISL for any district in case of any default/ irregularity by the service provider or any of its kiosks in any of the districts.

### **iv. Release of Performance Security & Transactional Security**

- a. Both the securities shall be returned back to the service provider after successful completion of the contract period or after 4 months of exit management as approved by RISL.

### **v. Exclusivity of Rights with DoITC/ RISL for any amendment in EoI at any stage: "Exclusivity of Rights"**

*That for the smooth implementation & functioning and to widen the scope of e-Mitra project, Department of Information Technology & Communications (DoIT&C) & RajCOMP Info Services India Ltd (RISL) on behalf of DoIT&C, Government of Rajasthan issues directions from time to time and recommend changes / alter /amendment in the EoI.*

*In context to the above, DOIT&C/RISL reserves the right to make amendments /changes /alterations in the terms and conditions of the EOI, without any prior information or notice to the Service Provider, and all such amendments /changes /alterations, done earlier and upcoming shall be dealt as the part of the original EoI and are binding on the Service Providers during the entire term of this exclusivity clause of EoI.*

### **vi. Non-Disclosure Agreement /confidentiality Clause:**

The LSPs/kiosk holders shall be responsible for maintaining absolute security and integrity of all data. All data/information supplied during the course of engagement is proprietary information owned by RISL and LSP/kiosk holder will not have any claim or right or ownership over such information. LSP/kiosk holder will not disclose confidential information to other person without written consent of RISL.

The Non-Disclosure Agreement /confidentiality signed by LSP with kiok will be part of kiosk agreement.

**vii. Liability of LSP for Defaults committed by kiosk holder:**

All the activities delivered and operanalized by eMitra Kiosk holder under eMitra Framework shall be binding by this agreement and all/any financial and other kind of irregularity/lapses/misappropriations committed by kiosk holder shall be sole responsibility of the concerned LSP and recoverable as per the terms and conditions of this agreement.

## 9. SERVICE LEVEL AGREEMENT

### 9.1. *SLA for LSP:*

S. No	SLA	Breach	Penalty for breach	Breach of Contract
1	<b>Setting up of kiosks:</b> Establish & Operationalize total kiosks given in roll out plan within 1 Year of signing of agreement and maintain rollout throughout contract period.	<b>Non-roll out</b> or non-maintain rollout as per kiosk roll out plan.	Rs 1000/- per short kiosk.	Two (2) or subsequent instances of default for a district may lead to termination of contract for that district.
<p>The performance security of respective district will be forfeited or penalty of Rs. 1 Lac will be imposed on termination of LSP in a district for non-satisfactory performance.</p> <p>As Rollout SLA will be applicable to new LSPs after one year of signing of agreement, therefore, above penalty shall be applicable on new LSP after one year of signing of agreement.</p>				
2	<b>Service Delivery:</b> Continuous delivery of all Govt assigned services including: 1. eMitra services 2. Aadhar enrollment 3. Business Correspondent (BC) services 4. Updation of data (Account mapping with Aadhar) 5. Various digitization/scanning work	<b>Non-operational kiosk:</b> No transaction on eMitra portal for a continuous period of <b>1 month</b> or does not deliver any other services approved by GoR.	Rs. 500/- per kiosk for second month and Rs 1000/- per kiosk per month starting from third month, subject to a maximum of Rs 4000 per kiosk.	After six months, deactivation of kiosk.
3	<b>Online Transfer of funds:</b> The funds should be realized in RajOnline (RISL) bank account within T+1 (in case of bank holidays, the money to be transferred the next working day)	<b>Delay in fund transfer</b>	Penalty in the form of Interest at the rate of 18% per annum on the amount & for the number of days for which the deposit is delayed.	Non-deposition of money for continuous 5 days may be treated as non-performance and may lead to forfeiture of transactional security and may also lead to termination of contract.
4	<b>District wise monthly training (at District/ PS/GP level) for kiosks under intimation to DoIT&amp;C/ RISL &amp; DeGS covering all allotted districts within two</b>	District wise training not provided	Rs 200/- per kiosk; for all kiosks in that district where training has not been organised.	Two (2) or subsequent instances of default for a district may lead to termination of contract for that district.

	<b>months.</b>			
<p><b>Remark:</b> The Training should be organized by the LSP under intimation to this department &amp; DeGS by means of a meeting notice &amp; attendance sheet. However, LSP would not be penalized if a kiosk does not participate in the training program organised by the LSP.</p>				

*The decision regarding imposition of penalty shall be based on LSP/ kiosk wise case-to-case review & due consideration by DoIT&C/ RISL.*

**9.2. SLA for LSP & Kiosk:**

S. No	SLA	Breach	Penalty for breach	Termination of Kiosk	Forfeiture of Performance Security for LSP
1	Delivery of services such as through emitra portal, microATM/POS devices, banking, & compliance to directions/guidelines issued by DoITC/RISL such as for participation in VC; setting up Aadhar machines etc	Denial of services/ non-compliance to guidelines/ directions	First instance: Rs 200/- per kiosk Second instance: Rs 400/- per kiosk Third instance: Rs 600/- per kiosk*	Two (2) or subsequent instances of denial for any service / non-compliance to guidelines/ directions may lead to termination of kiosk.	25% kiosks of a district are terminated due to denial of any service/directions/ guidelines issued by DoIT&C/RISL would lead to forfeiture of Performance Security of the corresponding district.
2	Display of Services Rate list on each kiosk	Non-availability of service rate list on any kiosk	<b>Rs. 1000/-</b> per kiosk; for all kiosks where the list is not displayed*	Two (2) or subsequent instances of default for a kiosk may lead to permanent termination of that kiosk.	If 25% kiosks of a district are terminated due to display of service rate list on kiosk then it would lead to termination of contract for that district.

\*

- a) Penalty is charged from both the LSP and kiosk owner in the ratio of 25:75 respectively.
- b) LSP and kiosk would not be penalized in case a wall painting for the same has been done in/around the kiosk premises or rate list board is displayed.

**10. PAYMENT TERMS AND SCHEDULE**

- 10.1) Payments shall be made to the service providers by RISL on monthly basis as per commission structure fixed by DoIT&C.
- 10.2) Any penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones/ period.
- 10.3) Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

## 11. BIDDING PROCESS

- 11.1) This is a single stage selection procedure for empanelling the service providers under eMitra Project for an initial period of one year and extendable for subsequent period of four years on mutually agreeable terms and conditions.
- 11.2) Bidder's may apply anytime (even after the bid submission date) for selection of service providers under eMitra project through this EoI. Proposals received anytime afterwards may also be considered for evaluation on quarterly basis subject to project's requirement of setting up more kiosks in urban and rural areas. However, in such a case, DoIT&C/ RISL shall not be bound for allocation of kiosk location to any/all of the bidders.
- 11.3) The complete bidding document shall also be placed on the e-Procurement portal. The prospective bidders shall be permitted to download the bidding document from the website and pay its price while submitting the Bid to the procuring entity.
- 11.4) 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.
- 11.5) The bidder has to submit an earnest money of Rs. 1,00,000/- (Rupees One Lakh only) along with the proposal for EoI. The EOI bid along with EMD should be placed in one envelop and should be marked as "EoI Bid for Selection of Service Providers under eMitra Project by Government of Rajasthan" and sealed properly.
- 11.6) The EOI bids will be opened on 16-06-2014 at 4:00 PM in the office of Managing Director, RajComp Info Services Ltd, Ist Floor, B-Block, Yojna Bhawan, Tilak Marg, C-Scheme, Jaipur. Subsequently, evaluation of proposals received afterwards shall happen on quarterly basis.
- 11.7) All the documents comprising of Bid/ cover shall be opened & downloaded from the e-Procurement website (only for the bidders who have submitted the prescribed fee(s) to RISL).
- 11.8) The short listed bidders may be asked to give a presentation before the committee on the dates assigned to them by GoR/ RISL.
- 11.9) **Pre-bid meeting**
  - a) The bidders or their official representatives are invited to attend a pre-bid meeting which will take place at RajCOMP, Yojana Bhawan, Tilak Marg, Jaipur on 03.06.2014 at 11:00 AM.
  - b) The purpose of the meeting will be to clarify issues and to answer questions on any matter related to EOI.
  - c) The bidders are requested to submit any question in writing or by cable, to reach GoR/ RISL not later than two days before the meeting.
  - d) Minutes of the meeting, including the text of the questions raised and the responses given will be put on the website of RajComp. The revised EOI as a result of pre-bid meeting shall be made available on the website as per EoI.
- 11.10) **Bid Submission**
  - i.
  - ii.
  - iii.
  - iv.
  - v.



- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://eproc.rajasthan.gov.in>.
- b) The bid document shall consist of:
  - i. A covering letter
  - ii. Details of the Bidder organization/ Company
  - iii. Attested copies of documents required as per eligibility criteria
  - iv. All other documents and annexures as required under this bid document
- c) All the documents uploaded should be digitally signed with the DSC of authorized signatory.
- d) 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).
- e) 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.
- f) Bidders are also advised to refer "Bidders Manual Kit" available at eProce-Procurement website for further details about the e-Tendering process.
- g) Contact No for eProcurement helpdesk is: 0141-4022688 (Help desk 10 am to 6 pm on all working days), e-mail: [eproc@rajasthan.gov.in](mailto:eproc@rajasthan.gov.in), Address: e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur.

#### 11.11) **Earnest Money Deposit (EMD)**

- a) Every bidder participating in the bidding process shall furnish an Earnest money as specified in the EoI.
- b) The EMD shall be in Indian Rupees and shall be in the form of Banker's Cheque or Demand Draft payable to Managing Director, RajCOMP Info Services Ltd. payable at Jaipur. The instrument should be issued by a Bank having at least one branch at Jaipur. Such negotiable instrument should be valid for a period of three months (90 days) from the date of issue.
- c) Earnest Money of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- d) The EMD shall be forfeited, including the interest, if any, in the following cases, namely:
  - 
  - i. when the bidder withdraws or modifies its bid after opening of bids;
  - ii. when the bidder does not execute the agreement, if any, after placement of LoI/ work order within the specified period;
  - iii. when the bidder fails to execute work as per LoI/ work order within the time specified;
  - iv. when the bidder does not deposit the performance security within specified period after the LoI/ work order is placed; and
  - v. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- e) No interest shall be payable on the EMD.



- f) In case of the successful bidder, the amount of EMD 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.

#### 11.12) **Exclusion of Bids/ Disqualification**

- a) The procuring entity shall exclude/ disqualify a Bid, if: -
  - i. the information submitted, concerning the qualifications of the bidder, was false, inaccurate or constituted a misrepresentation; or
  - ii. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
  - iii. 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;
  - iv. 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.

#### 11.13) **Acceptance of the successful Bids 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, etc., shall accept or reject the 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) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
- c) The procuring entity shall award the contract to the bidders whose proposal has been determined to be advantageous in accordance with the selection 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 eligibility criteria fixed for the bidders in this bidding document.

#### 11.14) **Termination**

- a) Termination for Default
  - i. The bid 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 selected bidder, terminate the contract in whole or in part: -
    - a. If the 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 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 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 selected bidder, if the selected bidder becomes bankrupt or

otherwise insolvent. In such event, termination will be without compensation to the 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 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 selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.

11.15) **Exit Management**

Any service provider with a prior notice of two (2) months may submit request for exit from the project and shall clear all dues and obtain No Objection Certificates (NoCs) from eMitra, RISL. The security amount shall not be refunded till the NoC have been submitted to the office of Project OIC.

RISL will examine the status and after satisfactory confirmation that there are no government dues liable on the service provider, shall process accordingly.

**ANNEXURE - 1**  
**COVERING LETTER**

(To be submitted on the Letter head of the bidder)

To,  
Chairman & Managing Director,  
RISL, Jaipur

Dear Sir,

Ref: EoI no F3.3(75)/RISL/Pur/2014/1760, dated: 26.05.2014

1. I/We, the undersigned bidder, having read & examined in detail, the Bid Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, express our interest to offer services and work as mentioned in the bid document & in conformity with the said bidding document for the same.
2. I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.
3. I/ We hereby submit my/our token of acceptance to all the bid terms & conditions **without any deviations**. Hence, I/we am/are hereby submitting my/our Bid and offer to provide services to Purchaser for carrying out the project in accordance with your bid document.
4. I/We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".
5. I / We understand that the Purchaser is not bound to accept any bid received in response to this bid document.
6. In case I/we am/are engaged by the Purchaser, I/we shall provide any assistance/cooperation required by *Purchaser*, appointed auditing agencies (if any), state government officials and *Other Stakeholders of the project* for performing their duties with respect to this project. I/We understand that my/our non-cooperation for the same shall be grounds for termination of service.
7. My/ Our correspondence details with regard to this bid document are:

No.	Particulars	Details
1.	Name of the Service Provider	
2.	Address of the Service Provider	
3.	Telephone number	
4.	Mobile number	
5.	Fax number	
6.	Email ID	
7.	Website URL	

I remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

**ANNEXURE - 2**  
**BID FORM**

**Addressed to:**

<b>Name of the Procurement Entity</b>	Chairman and Managing Director
<b>Address</b>	RajCOMP Info Services Ltd., Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
<b>Telephone</b>	0141-2226055
<b>Tele Fax</b>	0141-2228701
<b>Email</b>	<a href="mailto:info.risl@rajasthan.gov.in">info.risl@rajasthan.gov.in</a> (clearly mention the ITB no. in the subject of the mail)

**EoI reference:** F3.3(75)/RISL/Pur/2014/1760, dated: 26.05.2014

**Service Provider Details:**

<b>Name of Service Provider</b>		
<b>Registered Office Address</b>		
<b>Contact Person</b>		
<b>Telephone Number(s)</b>		
<b>Email Address/ Web Site</b>	Email:	Web-Site:
<b>Fax No.</b>		
<b>Mobile Number</b>	Mobile:	
<b>Certification/Accreditation/ Affiliation, if Any</b>		

**Bidding document fee amounting to Rs 1,000/- (Rupees One Thousand only) has been deposited vide cash receipt number: ....., dated: .....**

**Following documents are attached towards the proof of Earnest Money Deposited:**

S. No	Earnest Money Deposited through	Number	dated
1	Cash		
2	Demand Draft		
3	Banker's Cheque (Local Only)		

**Documents submitted for Eligibility Criteria**

S.No	Eligibility Criteria	Details	Page No of documentary proof Annexed at
1	Bidder's Profile		
2	Financial: Net worth		
3	Mandatory Undertaking		

I agree to abide by all the terms and conditions mentioned in this bid document issued by the Procurement entity (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Date:

Name & Seal of the Service Provider: \_\_\_\_\_

Authorized Signatory : \_\_\_\_\_

ANNEXURE-3

**PRE-BID QUERIES FORMAT** {to be filled by the bidder}

**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.	Bid document Page No.	Bid document Rule No.	Rule Details	Query/ Suggestion/ Clarification

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

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

To,  
{Procuring entity},

\_\_\_\_\_

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**ANNEXURE-5**

**District wise number of Panchayat Samities and Gram Panchayats:**

<b>District</b>	<b>Panchayat Samiti</b>	<b>Gram Panchayat</b>
Ajmer	9	282
Alwar	14	511
Banswara	11	343
Baran	7	221
Barmer	17	489
Bharatpur	10	374
Bhilwara	12	384
Bikaner	7	290
Bundi	5	183
Chittorgarh	11	290
Churu	7	254
Dausa	6	233
Dholpur	5	171
Dungarpur	10	291
Sri Ganganagar	9	336
Hanumangarh	7	251
Jaipur	15	532
Jaisalmer	3	140
Jalore	8	274
Jhalawar	8	252
Jhunjhunu	8	301
Jodhpur	16	466
Karauli	6	227
Kota	5	155
Nagaur	14	467
Pali	10	321
Pratapgarh	5	165
Rajsamand	7	207
Sawai Madhopur	6	200
Sikar	9	342
Sirohi	5	162
Tonk	6	230
Udaipur	17	544
<b>Total</b>	<b>295</b>	<b>9888</b>



### ANNEXURE-6

Indicative list of services that are currently being offered through e-Mitra network in urban and rural areas along with rate structure

S. No	Department	Service	Unit	Commission charges	Taxes
1	DISCOM & PHED	Utility Bill Payment	Rs	3.70 - 4.50	Plus Service Tax
2	BSNL	Bill payment	Rs	5	Plus Service Tax
3	CSC-SPV: Mobile Bill Payments	BILL Airtel landline	% of transaction value	0.48	less TDS
4		BILL Pay Airtel Mobile	% of transaction value	0.48	less TDS
5		BILL Pay Docomo	% of transaction value	0.95	less TDS
6		BILL Pay LOOP Mobile	% of transaction value	0.81	less TDS
7		BILL Pay Tata	% of transaction value	0.95	less TDS
8		Tata Photon Postpaid	% of transaction value	0.95	less TDS
9		Tata Walky e-Charg	% of transaction value	2.47	less TDS
10		CSC SPV- Mobile Recharge/Topup	Aircel e-Charg	% of transaction value	3.66
11	Airtel e-Top-AC		% of transaction value	1.76	less TDS
12	BSNL Topup		% of transaction value	3.26	less TDS
13	IDEA e-Charge		% of transaction value	2.23	less TDS
14	LOOP MUM e-Topup		% of transaction value	3.42	less TDS
15	MTNL Delhi Topup		% of transaction value	4.13	less TDS
16	MTNL MUM Topup		% of transaction value	4.61	less TDS
17	MTS e-Charge		% of transaction value	4.61	less TDS
18	RIM e-Recharge		% of transaction value	2.95	less TDS
19	TTML PCO e-Charge		% of transaction value	1.07	less TDS
20	Videocon GUJ Topup		% of transaction value	4.18	less TDS
21	Videocon HAR Topup		% of transaction value	4.37	less TDS
22	Videocon Ker Topup		% of transaction value	4.85	less TDS
23	Videocon MP Topup		% of transaction value	3.42	less TDS
24	Videocon MUM Topup		% of transaction value	3.66	less TDS
25	Videocon Pun Topup		% of transaction value	4.37	less TDS
26	Videocon TNCHN Recharge	% of transaction value	4.66	less TDS	

27		Vodafone e-Charge	% of transaction value	2	less TDS
28		Uninor e-Topup	% of transaction value	3.42	less TDS
29	CSC SPV: DTH Recharge	Airtel DTH e-Charge	% of transaction value	2.23	less TDS
30		BIGTV e-Charge	% of transaction value	3.18	less TDS
31		DishTv e-charge	% of transaction value	2.47	less TDS
32		SUNTV e-Charge	% of transaction value	4.56	less TDS
33		VideocoD2h e-Charge	% of transaction value	4.13	less TDS
34		TataSky e-Topup	% of transaction value	3.18	less TDS
35	CSC SPV- Data card Recharge	RIM NET Connect Postpaid	% of transaction value	0.81	less TDS
36		Tata Photon Prepaid	% of transaction value	2.47	less TDS
37	Dish TV India Limited	Dish TV Prepaid	% of transaction value	3.25	Plus Service Tax
38	ICICI Prudential Life Insurance Ltd.	ICICI New Policy Payment	Rs	25	Plus Service Tax
39		ICICI New Renewal Payment	Rs	25	Plus Service Tax
40	Rajasthan Housing Board (RHB)	House Payments	Rs	3.85	Plus Service Tax
41		Lease Money	Rs	5	Plus Service Tax
42		Monthly Installment	Rs	5	Plus Service Tax
43	BSER	Answer Booklet Copy	Rs	5	Plus Service Tax
44		Scrutiny (Re-totaling)	Rs	5	Plus Service Tax
45	Income Tax	PAN Card (Prepadi)	Rs	12	Plus Service Tax
46	Collectorate	Computerized Arms License Management System (CALMS)	Rs	30	Incl of Service Tax
47	Planning	Form EG1	Rs	10	Incl of all taxes
48		Form EG2	Rs	4	Incl of all taxes
49	Right To Information	RTI Application	Rs	5	Incl of all taxes
50		RTI Document Print range of max. upto Rs 100	Rs	5	Incl of all taxes
51		RTI Document Print range of Rs 101-500	Rs	10	Incl of all taxes
52		RTI Document Print range above Rs 500	Rs	15	Incl of all taxes
53	Economics and Statistic	Birth and Death Certificate	Rs	10	Incl of all taxes
54	RSRTC	RSRTC Booking Service	Rs	5 to10	Incl of all taxes
55	Service Delivery through SSDG through CSC/e-Mitra network	Citizen's Registration (One time activity)	Rs	10	Incl of all taxes
56		e-Form filing with upload of required supporting documents	Rs	15	Incl of all taxes
57		Scan & upload of document	Rs	5	Incl of all taxes
58		Status checking and printing	Rs	5	Incl of all taxes

59		Print certificate on ordinary stationary /Print Application Form/Print duplicate receipt	Rs	5	Incl of all taxes
60		Make payment / additionally payment	Rs	5	Incl of all taxes
61		Edit e-Form	Rs	5	Incl of all taxes
62		Citizen's reply through Application	Rs	5	Incl of all taxes
63	The College Education Rajasthan	Submission of online application (including scanning and uploading of 2 documents); or	Rs	25	Incl of all taxes
64	Treasury	For Creation on Master Data (Per Employee)	Rs	4	Incl of all taxes
65	MG-NREGA (P.Raj)	Add Applicant per Job card	Rs	0.5	Incl of all taxes
66		Delete Applicant(Per Job Card)	Rs	0.5	Incl of all taxes
67		Add Job Card	Rs	0.5	Incl of all taxes
68		Delete Job Card	Rs	0.5	Incl of all taxes
69		Delete Registration	Rs	0.5	Incl of all taxes
70		New Registration of a house-hold-Issuance of Job Card	Rs	1	Incl of all taxes
71		Photo uploading (Per Job Card)	Rs	2	Incl of all taxes
72		Add Account of Bank/Post office (Per Account)	Rs	0.5	Incl of all taxes
73		Delete Account of Bank/Post office (Per Account)	Rs	0.5	Incl of all taxes
74		Delete work allocation	Rs	0.5	Incl of all taxes
75		Delete Demand allocation	Rs	0.5	Incl of all taxes
76		Material Bill Entry	Rs	0.8	Incl of all taxes
77		Material Bill Entry including scanning of bills	Rs	1.8	Incl of all taxes
78		Scanning work (Per page)	Rs	1	Incl of all taxes
79		Issuance of e-mustroll including entry of work demand based on form no. 6, work allocation, Grouping.	Rs	2	Incl of all taxes
80	Complete entries of Musteroll including MB Book entry, Attendance, Wage rate, Payment, Cheque number, Wage list and wage slip generation	Rs	2	Incl of all taxes	
81	Letter Typing / Including / Editing	Rs	5	Incl of all taxes	
82	Aadhaar	Color print of Aadhaar on A4 size sheet.	Rs	10	Incl of all taxes
83		Blac & White Print of Aadhar Card on on A4 size sheet.	Rs	5	Incl of all taxes
84		Lamination of Card part (Aadhaar)	Rs	5	Incl of all taxes
85		Status request	Rs	5	Incl of all taxes
86		Online Update/Correction Request	Rs	10	Incl of all taxes
87		For Subsequent per document scan	Rs	5	Incl of all taxes
88	Election	Application for Addition/Modification of name in Electoral Rolls	Rs	10	Incl of all taxes

89		Application for deletion of name in Electoral Rolls	Rs	10	Incl of all taxes
90		Application for Transposition of name in the Electoral Rolls	Rs	10	Incl of all taxes
91		Print of Electoral Roll	Rs	3 per page	Incl of all taxes
92		Search services (Name of Electoral Roll, Name of Polling Station, status of Application, Status of Grievance etc.	Rs	2	Incl of all taxes
93		Registration of Complaint	Rs	10	Incl of all taxes
94	Transport	Apply for Driving License	Rs	20	Incl of all taxes
95	R-MCAAT	Exam Fee of RMCAAT-2013	Rs	10	Incl of all taxes
96		Exam Form Fill	Rs	30	Incl of all taxes
97	R-PET	Exam Fee of RPET-2013	Rs	10	Incl of all taxes
98		Exam Form Fill	Rs	30	Incl of all taxes
99		Admission Fee	Rs	15	Incl of all taxes
100		Receipt of RPET Admission Form Fill	Rs	25	Incl of all taxes
101	CMAT, Bhilwara	Exam Fee of CMAT	Rs	15	Incl of all taxes
102		Receipt of Exam Form Fill	Rs	25	Incl of all taxes
103		College choice filling through e-Mitra/CSC kiosks	Rs	5	Incl of all taxes
104	Polytechnic	Admission Fee Polytechnic-2013	Rs	10	Incl of all taxes
105		Form Fill for Admission Polytechnic	Rs	20	Incl of all taxes
106	Rajasthan University	Exam Fee of Rajasthan University	Rs	8	Incl of all taxes
107		Exam Form Fill for Exam of Rajasthan University	Rs	20	Incl of all taxes
108		Affiliation Fee for College	Rs	50	Incl of all taxes
109	Animal Husbandry	Exam Fee of Animal Husbandry-2013	Rs	32.5	Incl of all taxes
110		Exam Form Fill of Animal Husbandry-2013	Rs	20	Incl of all taxes
111	Mining Department (MLSU)	Exam Fee of Constable-2013 (MLSU)	Rs	10	Incl of all taxes
112		Exam Form Fill of Constable-2013 (MLSU)	Rs	20	Incl of all taxes
113	Minority Affairs	Exam Fee of Elementary Education Recruitment-2013	Rs	32.5	Incl of all taxes
114		Exam Form Fill of Elementary Education Recruitment-2013	Rs	25	Incl of all taxes
115	Jai Narain Vyas University (JNU)	Exam Fee of Pre-Primary Education Teacher (N.T.T.)	Rs	10	Incl of all taxes
116		Exam Form Fill Pre-Primary Education Teacher (N.T.T.)	Rs	20	Incl of all taxes
117		Exam Fees for Jr Acc/Acc Rec. 2013	Rs	10	Incl of all taxes
118		Exam Form Fill for Jr Acc/Acc Rec. 2013	Rs	20	Incl of all taxes
119	PHED	Exam Fee of STP(PHED)	Rs	32.5	Incl of all taxes
120		Exam Form Fill of STP(PHED)	Rs	20	Incl of all taxes
121	WATER RESOURCES DEPARTMENT	Exam Fee of J.En. Civil/Mechanical (Degree/Diploma) Direct Recruitment	Rs	32.5	Incl of all taxes

122		Exam Form Fill of J.En. Civil/Mechanical (Degree/Diploma) Direct	Rs	20	Incl of all taxes
123	Devasthan Department	Exam Fees of Prabandhak -Grade-II, Poojari and Sevagir Recruitment-2013	Rs	10	Incl of all taxes
124		Exam Form Fill of Prabandhak - Grade-II, Poojari and Sevagir Recruitment-2013	Rs	20	Incl of all taxes
125	Local Bodies Department	Exam Fees of IA & AP Recruitment-2013	Rs	10	Incl of all taxes
126		Exam Form of IA & AP Recruitment-2013	Rs	20	Incl of all taxes
127	Vidyut Nigam Recruitment (AVVNL, JVVNL, JdVVNL, RRVPNL & RRVUNL)	Exam Fees for Technical Helper	Rs	10	Incl of all taxes
128		Form fill for Technical Helper-2013	Rs	20	Incl of all taxes
129	BSER, Ajmer	Rajasthan Teacher Eligibility Test 2013	Rs	10	Incl of all taxes
130		Exam Form of RTET-2013	Rs	20	Incl of all taxes
131	Rajasthan High Court, Jodhpur	Exam Fees for Civil Judge Cadre, 2013	Rs	10	Incl of all taxes
132		Exam Form Filling for Civil Judge Cadre, 2013	Rs	20	Incl of all taxes
133	University of Rajasthan	Rec. Examination Fee	Rs	10	Incl of all taxes
134		Form fill of Recruitment	Rs	20	Incl of all taxes
135	RGDPS	RGDPS Application	Rs	9	Incl of all taxes
136	Misc	Digital Bonafide	Rs	15	Incl of Service Tax
137		Sate DeGS (Certificate Delivered)	Rs	15	Incl of Service Tax
138		Digital Caste (General)	Rs	15	Incl of Service Tax
139		Sate DeGS (Certificate Delivered)	Rs	15	Incl of Service Tax
140		Digital Caste (OBC)	Rs	15	Incl of Service Tax
141		Sate DeGS (Certificate Delivered)	Rs	15	Incl of Service Tax
142		Digital Caste (SBC)	Rs	15	Incl of Service Tax
143		Sate DeGS (Certificate Delivered)	Rs	15	Incl of Service Tax
144		Digital Caste (SC/ST)	Rs	15	Incl of Service Tax
145		Sate DeGS (Certificate Delivered)	Rs	15	Incl of Service Tax
146		Digital Solvency	Rs	15	Incl of Service Tax
147		Sate DeGS (Certificate Delivered)	Rs	15	Incl of Service Tax
148		Digital Bonafide (TSP Area)	Rs	15	Incl of Service Tax
149		Sate DeGS (Certificate Delivered)	Rs	15	Incl of Service Tax
150		Digital Minority	Rs	15	Incl of Service Tax
151		Sate DeGS (Certificate Delivered)	Rs	15	Incl of Service Tax
152		Police (Verification)	Digital Police Verification	Rs	30
153	Domestic Servent		Rs	30	Incl of Service Tax

154		Tenant Verification	Rs	30	Incl of Service Tax
155	Collectorate	Hindu Marriage Certificate	Rs	25	Incl of Service Tax
156	Revenue	Digitally Signed Jamabandi	Rs	20	Incl of Service Tax
157	RPSC	Exam Fee	Rs	10	Incl of all taxes
158		Exam Form Fill	Rs	20	Incl of all taxes
159		Re-apply with deposit for Exam Fee only at e-Mitra/CSC kiosks	Rs	10	Incl of all taxes
160		Submission RTI Online Application form	Rs	10	Incl of all taxes
161		Fees deposition for RTI Online Application Form	Rs	5	Incl of all taxes
162		Online RTI Application	Rs	10	Incl of all taxes
163		Filling up online detailed application form & submission by Kiosk	Rs	20	Incl of all taxes
164		Print out of filled up 'Detailed Application Form' after final submission	Rs	3 per page	Incl of all taxes
165		Kiosk Holder will charge Additionally for getting the photograph by web camera	Rs	5	Incl of all taxes
166		Result/Selection Certificate download & Print through e-Mitra/CSC Kiosk	Rs	5	Incl of all taxes
167	Panchayati Raj	Exam Fee of 3 Grade Teacher Direct Recruitment 2013	Rs	32.5	Incl of all taxes
168		Exam Form Fill of 3 Grade Teacher Direct Recruitment 2013	Rs	20	Incl of all taxes
169	Revenue	Exam Fee of Patwar Exam-2013	Rs	32.5	Incl of all taxes
170		Application Form of Patwari Recruitment 2013	Rs	20	Incl of all taxes
171	PWD	Exam Fee (JEN Civil/Electrical Recruit-12)	Rs	55	Incl of all taxes
172		Receipt of Exam Form Fill (JEN Civil/Electrical Recruit-12)	Rs	20	Incl of all taxes
173		Exam Fee of Junior Engineer (Civil) Direct Recruitment 2013	Rs	32.5	Incl of all taxes
174		Exam Form Fill of Junior Engineer (Civil) Direct Recruitment 2013	Rs	20	Incl of all taxes
175	Police	Exam Fee of Constable-2013	Rs	10	Incl of all taxes
176		Exam Form Fill of Constable-2013	Rs	20	Incl of all taxes
177	Forest	Exam Fee of Forest Surveyor and Driver Direct Recruitment Examination 2013	Rs	32.5	Incl of all taxes
178		Exam Form Fill of Forest Surveyor and Driver Direct Recruitment Examination 2013	Rs	20	Incl of all taxes
179	Jail	Exam Fee (Jail Warder-2013)	Rs	32.5	Incl of all taxes
180		Receipt of Exam Form Fill (Jail Warder-2013)	Rs	20	Incl of all taxes
181	DoIT&C	Exam Fee IA-2013	Rs	10	Incl of all taxes
182		Exam Form Fill (I.A. Recruitment 2013)	Rs	30	Incl of all taxes
183		Type Test And Admit Card for IA recruitment-2013	Rs	20	Incl of all taxes
184	RSSOPCA (Agriculture)	Exam Fee of Elementary Assistant	Rs	10	Incl of all taxes
185		Receipt of Exam Form Fill (RSSOPCA-2013)	Rs	30	Incl of all taxes

186	Elementary Education, Bikaner	Exam Fee of Education Assistant-2013	Rs	32.5	Incl of all taxes
187		Receipt of Form Fill for Education Assistant	Rs	25	Incl of all taxes
188	Education, Bikaner	Exam Fee of Lab Assistant-2013	Rs	32.5	Incl of all taxes
189		Receipt of Form Fill for Lab Assistant	Rs	25	Incl of all taxes
190	Forensic	Exam Fee of State Forensic Science SSR-2013	Rs	10	Incl of all taxes
191		Exam Form Fill of State Forensic Science SSR-2013	Rs	25	Incl of all taxes
192	Economics and Statistics	Exam Fee of Statistics & Economics-2013	Rs	32.5	Incl of all taxes
193		Exam Form Fill of Statistics & Economics-2013	Rs	20	Incl of all taxes
194		Exam Fee of Applications for IV Grade Recruitment 2013	Rs	32.5	Incl of all taxes
195		Exam Form Fill of Applications for IV Grade Recruitment 2013	Rs	20	Incl of all taxes
196	RKCL	Exam Fee of LDC Local Bodies Department	Rs	10	Incl of all taxes
197		Exam Form Fill of LDC Local Bodies Department-2013	Rs	20	Incl of all taxes
198	Medical & Helth SSR	Exam Fee NRHM	Rs	32.5	Incl of all taxes
199		Exam Form Fill NRHM	Rs	20	Incl of all taxes
200		Exam Fee Paramedical	Rs	32.5	Incl of all taxes
201		Exam Form Fill Paramedical	Rs	20	Incl of all taxes
202		Exam Fee of Nurse Grade II Recruitment 2013	Rs	32.5	Incl of all taxes
203		Exam Fee of Nurse Grade II Recruitment 2013	Rs	32.5	Incl of all taxes



## ANNEXURE-7

### **Procedure for setting up of a kiosk**

The service providers shall identify and select individual kiosk owners with minimum eligibility as mentioned below:

- The kiosk owner should be at-least tenth pass.
- He/ she should have a police/ gazetted Officer verified character certificate.
- He/ she should be a resident of the district where the kiosk is to be set up.
- One Person/ Firm may be allowed to setup up to twenty kiosks under eMitra project at different locations within district.

The kiosk owner submits an application form along with all requisite documents & certificate of proof for all of the above eligibility criterias to the concerned service provider.

The service provider validates the application submitted by the kiosk owner as per the guidelines for minimum IT infrastructure requirement, eligibility, etc. The suggested basic minimum infrastructure required at eMitra kiosks for delivery of services is as mentioned below:

<b>Asset Type</b>	<b>Specifications</b>
<b>Computer Terminals</b>	Intel Pentium IV /AMD Athlon64 3000+ or Higher 512 MB DDR SDRAM or Higher Hard Drive 40 GB, SATA/IDE, 7200 RPM or Higher Optical Drives CD/DVD RW LAN/WAN supported system Monitor, Keyboard, Mouse etc.
<b>Printer</b>	Dot-matrix and laser printer
<b>Scanner</b>	Legal
<b>Web Cam</b>	Web camera
<b>Digital signature(optional)</b>	Digital signature Dongle
<b>Power Backup</b>	1-2 Hrs backup UPS
<b>IT Software</b>	Office Utility Software Operating System (Windows XP Professional or higher) IS Security (Anti Virus)
<b>Internet connectivity</b>	Adequate connectivity (Broadband or data card)

After validation, the service provider submits the kiosks opening application form online for verification, certification & further processing by DeGS and simultaneously enters into an agreement with the kiosk owner, stating all terms and conditions including:

- Revenue Share & Timelines for Commission pay out
- Security fee (refundable/ non-refundable) details,
- Penalty/ SLA Terms and Conditions,
- Conditions Regarding withdrawal/ termination of kiosk, etc.

District e-Governance Society (ACP, Programmer, IA, Tehsildar, BDO, SDM, SDO) will inspect the kiosk and approve/reject within 15 days timeframe. If DeGS does not inspect the kiosk within 15 days' time frame the kiosk will be approved by the system.

RISL will create user id, password and OMT and will provide to the Service provider. This date will be considered as the start date for the kiosk for the purpose of counting the kiosk as operational/ non-operational on the basis on continuous service delivery for two months.

In case of a corporate body/ firm kiosk, the service provider shall submit an online application to DeGS and ensure:

- a. adequate IT infrastructure and internet connectivity
- b. Document of the firm/company/NGO
- c. Bank account with Core banking



## ANNEXURE-8

### **Draft Agreement between RISL & the selected bidder**

This Agreement is signed on the .... Day of .....2014 between **RajCOMP Info Service Limited (RISL)**, a company fully owned by Government of Rajasthan, registered under the Company Act, 1956, having its office/ registered office at Yojana Bhawan, C-Scheme, Tilak Marg, Jaipur through its authorized Officer as Chairman and Managing Director hereinafter called “RISL” which term shall mean and include their successors, Legal representatives and assigns of the First Part. The Chairman and Managing Director, RISL has been authorized by RISL to enter into this agreement.

And

M/s ..... (**Service Provider**) having its Registered Office at ..... and its corporate office at ..... (hereinafter referred to as “Service Provider”, through its authorized Officer ....., which expression, unless repugnant to the context hereof, shall mean and include its successors and assigns of the Second Part).

WHEREAS M/s RajCOMP Info Services Limited (RISL) is the implementing agency for e-Mitra project on behalf of Department of Information Technology & Communication (DoIT&C), Government of Rajasthan. RISL is a Govt. of Rajasthan Company which own, run and manage the e-Mitra portal and the operations of e-Mitra kiosk network (Urban and Rural) including portal enhancement, addition of G2C and B2C services, awareness generation etc. The services for various government departments under eMitra project have been encapsulated under RISL and are being delivered under one roof through Internet based, IT enabled eMitra kiosks.

WHEREAS District e-Governance Societies (DeGS) are Societies formed in each of 33 districts under the chairmanship of District Collector to facilitate and monitor implementation and operation of various e-governance initiatives including e-Mitra project in the respective districts (hereinafter referred to as the "DeGS"). The DeGS is responsible for day to day monitoring and management of the project at district level.

The term “Party” shall refer to RISL and the Service Provider individually, while collectively they shall be referred to as the “Parties”.

## 1. DEFINITIONS

ITEM	Definition
B2C	Business to Citizen services such as various services of telecom operators, Dish TV, ICICI Prudential's etc.
DeGS	District e-Governance Society, formed under instruction of DOIT&C, at district level, with district collector as chairman for implementing e Governance projects in the district inter alia e-mitra Society
DoIT&C	Department of information Technology & communication, Government of Rajasthan
e-Mitra kiosks/ centers	ICT based kiosks set up by GoR through private Service Providers for offering various G2C and B2C services to the citizens of the state in rural and urban areas.
e-Mitra Project	e-Mitra project is the flagship e-Governance project of the state which has been functional since 2005, under which ICT based kiosks are being setup across urban areas in Rajasthan.
G2C	Government to Citizen services includes services provided by various Government Departments to Citizens .such as various services of Aadhaar, Election Dept., RGDPs, RTI, SSDG etc.
GoI	Government of India
GoR	Government of Rajasthan
ICT	Information & Communication Technology
Kiosk Owner	Internet Kiosk Owner appointed by private Service Providers and certified by DeGS under e-Mitra project
MoU	Memorandum of Understanding
MSA	Master Service Agreement
PPP	Public Private Partnership
RISL	RajCOMP Info Services Limited, A Government of Rajasthan company to promote and undertake IT activities
Service Provider	Private Service Providers selected by RISL to set up and manage eMitra kiosks under eMitra project
SLA	Service Level Agreement
Transactional Security	Security against transactions on eMitra portal

## 2. PREAMBLE

- 2.1) DoIT&C, GoR intends to create a Unified Service Delivery platform and select multiple service providers for setting up ICT based kiosks in rural and urban areas of Rajasthan so as to electronically deliver various G2C & B2C services to the citizens at their doorstep and with an objective of ushering in e-Governance in the State on PPP (Public Private Partnership) basis. The e-Mitra Project is being implemented on a 3-tier model. The first level is that of RISL/DOIT&C. At the second level, there are private service providers selected through open tendering process by DeGS/RISL & at the third level is the kiosk owners selected by the private service providers.
- 2.2) RajCOMP Info Services Limited (RISL) provide various G2C, G2G, G2B and B2C services electronically through the internet for the convenience of citizens, business & government users in a transparent and efficient manner and owns, run and manage the eMitra portal and the operations of eMitra kiosk network in urban and rural areas.
- 2.3) The Service Provider has expressed its interest and desire to provide a host of IT and non-IT related services to the citizens whereas RISL has agreed to engage the service provider for providing various G2C and B2C services through eMitra portal.
- 2.4) The Service Provider agrees to carry on the work in strict accordance with the terms & conditions contained in this agreement. Both the parties also agree to modify the scope of work, terms & conditions and arrangement with mutual consent.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

### 3. Engagement:

The Service Provider agrees to deliver various G2C and B2C services to the citizens through e-Mitra kiosk network in urban and rural areas as per the standards and norms prescribed by RISL and mutually agreed upon between two parties.

### 4. Terms and Conditions of Agreement

- 4.1) If any part of the agreement between RISL and the Second Party is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth herein, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that in opinion of RISL most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.
- 4.2) That terms & conditions applicable on delivery of various G2C and B2C services through eMitra outlets or website apply Mutatis Mutandi on the services delivered by the Second Party by virtue of this agreement
- 4.3) Details of the transaction by the Service Provider or its kiosk owners will be available on the eMitra portal, for which, kiosk login ID and password shall be provided by RISL.

5. The service provider shall be responsible for setting up & managing eMitra kiosks in the urban and rural areas in the districts allocated to the service provider. In the rural areas, at-least one e-Mitra kiosks on each Gram Panchayat and at each Panchayat Samiti level is to be set up and 3-5 kiosks at Jan-Sunvai Kendra at District HQ along with centres at other urban locations in the area assigned.

- 5.1) RISL shall provide access to various G2C and B2C services to the Service Provider /kiosk owners through eMitra portal. The service provider, through their eMitra Kiosks shall provide these services to the citizens as per directions/guidelines issued by RISL.
- 5.2) **Ensure Connectivity:** The service provider will be responsible for providing adequate connectivity to the eMitra kiosks for smooth delivery of services through eMitra portal.
- 5.3) The service delivery mechanism is completely online. The service provider shall ensure that the kiosk owner provides a computer generated receipt for the services delivered through eMitra portal. All the funds collected in the form of cash on eMitra kiosks for services delivered through eMitra portal are to be transferred ONLINE using payment gateways available on eMitra portal in the account of RajOnline (RISL) or its authorized account and all the instruments like cheque / DD collected by the service provider/ kiosk owners will be deposited into bank accounts designated by RajOnline (RISL) with complete MIS report.
- 5.4) Delivery of all Government assigned services would be mandatory for the service provider and their respective kiosk owners.
- 5.5) In addition to the services available on eMitra portal, the service providers shall also deliver following services approved by GoR like:
  - i) Aadhar Enrollment
  - ii) Business Correspondent (BC) services
  - iii) Various digitization/scanning work

### 5.6) **Setting up of eMitra Pay Points:**

e-Mitra Pay Points will be exclusive Payment disbursement counters using Point of Service /Sale devices. These Pay Points will be set up by the Local Service Providers (LSPs) to cover the unbanked areas and provide cash disbursement facility to the residents of these areas.

#### i) **Eligibility criteria for selection of e-Mitra Pay Point is as follows:**

##### (a) Mandatory requirement:

- 10<sup>th</sup> Class
- Domicile of the State
- Character Certificate (Police/Gazetted Officer verified)
- POS terminal

##### (b) Optional Requirement:

- Conditions applicable for BC as prescribed by RBI from time-to-time

#### ii) **Scope of Work:**

Disbursement of Payment/ cash is mandatory for the e-mitra Pay Point. Verification will be done through direct linking of bank/service provider portal with emitra. For POC purposes verification of payment disbursement shall be done online. However, wherever technical integration is taking time to complete verification will be done through secondary entry on emitra portal.

Other services including services of emitra portal, banking, etc are optional.

The guidelines regarding operational modalities for setting up of eMitra Pay Points and delivery of disbursement services shall be issued by DoITC/ RISL from time-to-time.

#### iii) **Registration Charges:**

The LSP can charge a maximum of Rs 1000/- as non-refundable one time registration fees from e-Mitra Pay Points.

#### iv) **Commission Sharing:**

The per transaction commission charges for Payment disbursement through eMitra Pay points shall be shared between RISL/DeGS & LSP as per the kiosk category and revenue sharing in clause 9.6.

Payment of commission charges shall be as per rates approved by Government/Banks.

### 5.7) **Showcase Kiosk:**

The LSP would be required to set up district wise showcase kiosks. The total number of showcase kiosks in a particular district would be equivalent to 0.5% of total kiosks of that district. The showcase kiosks should have the following:

- i) Large set up having multiple counters (minimum two to three counters)
- ii) Requisite infrastructure
- iii) Signboards/signage
- iv) Rate List
- v) Separate counters for key services under emitra such as Ration Card, banking (CBS/POS), aadhar, Bhamashah, B2C services (Amazon, Ask A Doctor etc)

## 6. **Roles and responsibilities of RISL**

6.1) RISL shall provide online MIS reports for complete tracking of services delivered and reconciliation of accounts. RISL shall ensure the timely distribution of commission charges to all the stakeholders in their e-wallets maintained on eMitra.

6.2) In exercise of enhancement of service basket under eMitra project, RISL may enter into separate bi-partite agreements/MoUs with the concerned departments for delivery of their services to the citizens through eMitra kiosks or online through eMitra portal from time to time. The term "Bi-partite Agreement" as used herein refers to all General and Special conditions forming or by reference made a part of the Agreement/MoU between RISL and the concerned department.

- 6.3) For every new service added to the service basket of eMitra, RISL shall issue a letter/ notification to all service providers providing information on the Service to be delivered, terms and conditions for transfer of funds and commission charges and other relevant details.
- 6.4) On basis of such notifications issued by the appropriate authority from time to time, RISL (RajOnline) will keep the second party and concerned departments informed of all kinds of tax and fee structures applicable.

## **7. Roles and responsibilities of DeGS**

- 7.1) The District e-Governance Society constituted by the Government under the chairmanship of District Collector in each district is responsible, on behalf of Government, to coordinate and monitor the implementation and operation of the e-Mitra Scheme in the respective districts.
- 7.2) The District e-Governance Society shall regularly inspect all the kiosks in the district for proper functioning and ensure that all the available services are being delivered through the kiosks without any hindrance.
- 7.3) The District e-Governance Society shall facilitate training programs for the kiosks in coordination with the service provider and try as far as possible to provide premises at Collectorate/ Panchayat level for trainings by the service provider.
- 7.4) DeGS shall be responsible for recommendation and approval of new kiosks and withdrawal of old kiosks.

## **8. Obligations of the Service Provider and its Kiosks**

- 8.1) **General Obligations:** The Second Party shall access eMitra portal only for lawful purposes and shall be responsible for complying with all applicable laws, statutes and regulations in connection with the use of website.
- 8.2) The information provided by the Second Party must be complete and accurate. RISL reserves the right at all times to disclose any information as RISL deems necessary to satisfy any applicable law, regulation, legal process, or Government request.
- 8.3) The Second Party through a formal written communication regarding complete acceptance of terms & conditions of the bi-partite agreement/MoU mentioned in clause 6.2 on company's letter head, duly signed & stamped by its authorized officer, shall agree to abide by the rules defined in the "Bi-partite Agreement" and by the terms and provisions thereof. All of the aforesaid shall be considered a part of this Agreement by reference thereto. RISL shall activate any new service for the service provider only after receiving this written confirmation.
- 8.4) The Second Party shall provide various G2C and B2C services to the citizens through eMitra portal as per the guidelines issued by RISL. The Second Party should issue eMitra portal generated receipt for money collected by him from the customer. This receipt should be preserved by the customer to claim refund from the Second Party if it becomes necessary.
- 8.5) The second party shall ensure that the services delivered through its kiosks are in strict compliance to the guidelines issued by RISL. Any loss occurring from the unlawful activity of the kiosk owner shall be the responsibility of the concerned service provider.
- 8.6) The service provider shall ensure timely transfer of funds to RajOnline (RISL) as defined in this agreement.
- 8.7) The service provider shall work as per the guidelines issued by RISL/DoIT&C from time to time.
- 8.8) The service provider shall ensure displaying of kiosk certificate issued by DeGS, kiosk ID, citizen charter/ rate list, etc at the kiosks as per guidelines.



- 8.9) The service provider will not charge more than Rs. 5000.00/- as non-refundable registration fees from kiosk for the entire contract period and shall specify the fee amount in the agreement signed with the kiosk owner.
- 8.10) The service provider shall be responsible for any action/ irregularity on part of his kiosk owner, through eMitra portal or manually.
- 8.11) The commission charges shall be paid to the kiosk owner in his e-Wallet by RISL after deducting/ adjusting TDS and the same will be passed to the service provider's e-Wallet along with the service provider's share of commission charges. Therefore, the service provider shall provide the TDS certificate to all the kiosk owners as per the Income Tax rules.
- 8.12) The service provider shall raise centralized invoices (department/ service wise) to RISL on monthly basis. On receipt of the invoice, RISL will transfer the commission online from their e-wallet to their bank account.
- 8.13) The service provider shall be responsible for sending the documents pertaining to any Line Department (in respect to their services being delivered through eMitra) as per timelines defined in the agreement signed for that service.
- 8.14) The service provider shall be solely responsible & liable for any kind of irregularity/ manipulation on its part or through any of their kiosks, manually or through eMitra portal.
- 8.15) The service provider will also need to get into suitable agreements with the kiosk owners clearly delineating their respective roles, responsibilities, revenue sharing, security fee (refundable/ non-refundable) details and service-level liabilities as indicated in Annexure -2. Once the service provider has entered into an agreement with the kiosk owners, the service provider would be responsible for maintaining documents and database of information related to the kiosk owners. The same may also be uploaded online as per requirement of DOIT&C/ RISL.

#### **8.16) Payment Related:**

**9.1. Transfer of Funds:** The service provider and/or kiosk owners shall transfer funds collected against various services delivered through eMitra portal directly in the designated bank account of RajOnline (RISL) or any other account designated by RISL and ensure that the funds are realised in RajOnline (RISL) account within T+1 (where T is the Transaction date). In case of bank holidays the dues would be transferred on the next bank working day.

- i. All the funds shall be transferred online using Online Fund Transfer module on eMitra portal and the acknowledgement of amount transferred in the bank also needs to be submitted to RISL along with all other details. The payment deposited shall be accompanied by the details as required by RISL.

**9.2. Penalty Clause:** In case, where the collected amount is not deposited by the service provider within the prescribed time frame in the account of RajOnline (RISL) (or as designated by RISL) then a penalty of 18% interest per annum for the delayed amount as well as on the number of days delayed may be made applicable on the service provider. Non-deposition of money for continuous 5 days may be treated as non-performance and may lead to forfeiture of transactional security and may also lead to termination of contract.

**9.3. Tax Liabilities:** All parties shall pay for taxes under the applicable laws arising from their operations / activities / services / business under this agreement.

**9.4. Credit Limit:** Every Service Provider is required to deposit Transactional Security (in form of Banker's Cheque or Demand Draft or Bank Guarantee of a Scheduled Bank having its branch in Jaipur in favour of "Managing Director, RISL" , payable at "Jaipur") with RISL (minimum of Rs 1 lakh per district). Credit limit equivalent to the amount of Transactional Security deposited with RISL is assigned to the service provider for making transactions on eMitra portal. If the service provider wishes

to increase the transaction/volume on e-Mitra portal he has to deposit additional Transactional security with RISL.

**9.5. Reconciliation of Accounts:** The service providers shall ensure complete reconciliation of accounts (district/department/service wise) and submit the compliance report to DOIT&C/ RISL on monthly basis.

**9.6. Commission Charges:**

**i. Category of kiosks and Revenue sharing :**

Per transaction commission charges to be shared between Kiosk, Local Service Provider (LSP) and RISL is as mentioned below:

Revenue Sharing Structure for Kiosk, LSP and RISL						
S No	Criteria		Revenue sharing between Kiosk, LSP and RISL			Kiosk Category
	Urban [Kiosk transacting for at least these days in a month (Min. no. of transactions per day by that kiosk)]	Rural [Kiosk transacting for at least these days in a month (Min. no. of transactions per day by that kiosk)]	Kiosk Share	LSP share	RISL	
1	(Total days in Month -5) Days (Min. 30 transactions per day)	(Total days in Month -10) Days (Min. 10 transactions per day)	78%	22%	0%	A
2	(Total days in Month -15) Days (Min. 10 transactions per day) <b>Or</b> At least 150 Transactions Per Month	(Total days in Month -15) Days (Min. 5 transactions per day) <b>Or</b> At least 75 Transactions Per Month	76%	21%	3%	B
3	Kiosks not covered in S. No. 1 and S. No. 2		75%	20%	5%	C

*Inclusive of all taxes & levies.*

**ii. Higher Commission to Kiosk for transactions on e-Mitra Plus:**

The Revenue Sharing Structure for Kiosk, LSP and RISL for services delivered through e-Mitra Platform will also be applicable to transactions performed through e-Mitra plus Machines and 5% additional commission for transactions performed on e-Mitra Plus Machine will be given to kiosk from RISL income as incentive to motivate e-Mitra Kiosk.

- iii. The commission charges shall be paid to the kiosk owner in his e-Wallet by RISL after deducting/ adjusting TDS and the same will be passed to the service provider's e-Wallet along with the service provider's share of commission charges. Therefore, the service providers shall provide the TDS certificate to all the kiosk owners as per the Income Tax rules.
- iv. In case of default by the service provider in making any payment due to be paid by it to RISL, the service provider agrees and authorizes RISL to deduct the amount payable to RISL from any payments that may be payable to the service provider by RISL or from the security deposited with DeGS/RISL. In such cases, RISL will first raise a demand note on the service provider to settle such claims within 15 days, failing which, amount will be settled as mentioned above.

#### **9.7. Invoice for commission charges**

- i. The service provider shall raise a single invoice on monthly basis for each service (Service providers working in multiple districts may submit service-wise consolidated bill for all districts detailing the number of transactions district wise) in order to claim total commission from RISL mentioning district-wise transaction details.
- ii. Bills for commission charges shall be sent by the 8th of each month by the service provider to RISL.
- iii. RISL shall release the commission against invoices by 15th of each month subject to verification of invoices found correct. In case of any discrepancy in invoices, RISL shall inform the service provider within 3 working days of submission of invoices by the service provider.

#### **9.8. Accounts Reconciliation:**

- i) The service provider shall ensure complete reconciliation of accounts (district/department/service wise) and submit the compliance report to DOIT&C/ RISL on monthly basis.
- ii) Payments shall be made to the service provider by RISL on monthly basis as per commission structure fixed by DoIT&C.
- iii) Any penalties, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective milestones/ period.
- iv) Taxes, as applicable, will be deducted at source, from due payments, as per the prevalent rules and regulations.

#### **9.9. Security Wallet:**

The kiosks working under eMitra project can work in both prepaid and postpaid modal. An e-wallet (just like bank account) has been implemented in eMitra application which contains pre-paid and post-paid account of kiosk. Interface for managing e-Wallet with functions like – account statement, make payment, fund transfer, receive payment, etc. has been provided to kiosk holders.

Government has provided various equipments like Aadhar machine, POS Machines (Micro ATM), Biometric Machines etc. to facilitate the kiosks in delivery of services pertaining to various governments or organizations to residents of state. These equipment have been provided free of cost or on minimal rental as actuals to kiosks. A security wallet is required to recover any loss due to bug/ error in system.

A security wallet has been implemented in new eMitra with following features:

- i. Security wallet is separate from kiosk e-wallet and kiosk is not authorized to use the amount kept in it.



- ii. Security wallet is top-up with 10% amount of kiosk commission before service tax of each month.
  - iii. Maximum limit of security wallet is Rs. 50,000/-. If security wallet has maximum amount then full monthly commission will be released to kiosk.
  - iv. The amount kept in Security wallet will be transferred to kiosk e-Wallet/ Bank account at the end of each financial year subject to verification of kiosk outstanding amount/ liability (If any).
  - v. Since, LSPs has submitted security deposit to RISL in form of DD/Bank Guarantee therefore, Security wallet is not applicable for LSPs owned kiosks.
- 10. Training:** It will be the responsibility of the service provider to train the kiosk owners on various aspects of eMitra project, particularly the delivery of services through eMitra portal. The trainings may be conducted in three phases as mentioned below:
- (a) Induction training - of 2 days
  - (b) Refresher course – Half day per quarter
  - (c) Refresher course – One day per annum (to be attended by nominee of DeGS), the notice for training shall be issued in consultation with DeGS and at-least 7 days prior to the training date under information to DoIT&C/ RISL.
- 11.** The Second Party shall ensure that the kiosk owners shall prominently display the citizen charter as per the approved format of GoR with the complete list of services available at eMitra, documents required for availing the services, time taken for delivery and pricing of the various services prominently at the CSC kiosks. eMitra Helpline number and kiosk owner's telephone number are also to be prominently displayed at the kiosk.
- 12. Adherence to Government orders and notifications:** The Second Party shall ensure that the kiosk owners should adhere to all notifications, government orders etc. pertaining to the mandate of this agreement issued from time to time by RISL
- 13. Opening of Credit Bank Account in any nationalised bank, preferably SBI:** The Second Party and all its kiosks shall open credit bank account in any nationalised bank, preferably SBI bank which provides net banking and electronic transfer of funds for making transactions relating to this agreement.
- 14.** It would be obligatory on the part of the Second Party to impose similar procedure, terms & conditions and rules on all its kiosks i.e. payment to kiosks by the service provider must be released after all adjustments within 7 days from receiving the same from RISL for all services.
- 15.** It is obligatory on the part of the service provider to control the activities of their kiosks. If at any stage the kiosk of the service provider indulges in any fraudulent activity, then the service provider shall be liable for taking legal action against the kiosk owner under information to RISL and submit the proof of action taken to RISL. In case, the service provider does not take proper timely action to stop such activity of its kiosks, RISL shall be free to take any action such as termination of kiosk and prosecution under the criminal law for the said offence.

## 16. Service Level Agreement

### 16.1. SLA for LSP:

S. No	SLA	Breach	Penalty for breach	Breach of Contract
1	<b>Setting up of kiosks:</b> Establish & Operationalize total kiosks given in roll out plan within 1 Year of signing of agreement and maintain rollout throughout contract period.	<b>Non-roll out</b> or non-maintain rollout as per kiosk roll out plan.	Rs 1000/- per short kiosk.	Two (2) or subsequent instances of default for a district may lead to termination of contract for that district.
<p>The performance security of respective district will be forfeited or penalty of Rs. 1 Lac will be imposed on termination of LSP in a district for non-satisfactory performance.</p> <p>As Rollout SLA will be applicable to new LSPs after one year of signing of agreement, therefore, above penalty shall be applicable on new LSP after one year of signing of agreement.</p>				
2	<b>Service Delivery:</b> Continuous delivery of all Govt assigned services including: 1. eMitra services 2. Aadhar enrollment 3. Business Correspondent (BC) services 4. Updation of data (Account mapping with Aadhar) 5. Various digitization/scanning work	<b>Non-operational kiosk:</b> No transaction on eMitra portal for a continuous period of <b>1 month</b> or does not deliver any other services approved by GoR.	Rs 1000/- per kiosk per month starting from <b>second month</b> , subject to a maximum of Rs 4000 per kiosk.	After six months, deactivation of kiosk.
3	<b>Online Transfer of funds:</b> The funds should be realized in RajOnline (RISL) bank account within T+1 (in case of bank holidays, the money to be transferred the next working day)	<b>Delay in fund transfer</b>	Penalty in the form of Interest at the rate of 18% per annum on the amount & for the number of days for which the deposit is delayed.	Non-deposition of money for continuous 5 days may be treated as non-performance and may lead to forfeiture of transactional security and may also lead to termination of contract.
4	<b>District wise monthly training (at District/ PS/GP level) for kiosks under intimation to DoIT&amp;C/ RISL &amp; DeGS covering all allotted districts within two months.</b>	District wise training not provided	Rs 200/- per kiosk; for all kiosks in that district where training has not been organised.	Two (2) or subsequent instances of default for a district may lead to termination of contract for that district.
<p><b>Remark:</b> The Training should be organized by the LSP under intimation to this department &amp; DeGS by means of a meeting notice &amp; attendance sheet. However, LSP would not be penalized if a kiosk does not participate in the training program organised by the LSP.</p>				

*The decision regarding imposition of penalty shall be based on LSP/ kiosk wise case-to-case review & due consideration by DoIT&C/ RISL.*

### 16.2. SLA for LSP & Kiosk:

S. No	SLA	Breach	Penalty for breach	Termination of Kiosk	Forfeiture of Performance Security for LSP
1	Delivery of services such as through emitra portal, microATM/POS devices, banking, & compliance to directions/guidelines issued by DoITC/RISL such as for participation in VC; setting up Aadhar machines etc	Denial of services/ non-compliance to guidelines/ directions	First instance: Rs 200/- per kiosk Second instance: Rs 400/- per kiosk Third instance: Rs 600/- per kiosk*	Two (2) or subsequent instances of denial for any service / non-compliance to guidelines/ directions may lead to termination of kiosk.	25% kiosks of a district are terminated due to denial of any service/directions/ guidelines issued by DoIT&C/RISL would lead to forfeiture of Performance Security of the corresponding district.
2	Display of Services Rate list on each kiosk	Non-availability of service rate list on any kiosk	<b>Rs. 1000/-</b> per kiosk; for all kiosks where the list is not displayed*	Two (2) or subsequent instances of default for a kiosk may lead to permanent termination of that kiosk.	If 25% kiosks of a district are terminated due to display of service rate list on kiosk then it would lead to termination of contract for that district.

\*

- i. Penalty is charged from both the LSP and kiosk owner in the ratio of 25:75 respectively.
- ii. LSP and kiosk would not be penalized in case a wall painting for the same has been done in/around the kiosk premises or rate list board is displayed.

### 16.3. Key Performance Indicators (KPIs):

To improve performance of kiosks and LSPs for better quality of service delivery, following Key Performance Indicators (KPI) are available:

#### i. **Rate List and Banner:**

Description	Evaluation Criteria	Performance of LSP	Action to be Taken on LSP in case of non-satisfactory performance
Kiosks shall display the service rate list and banner	More than 50% kiosks of particular LSP have displayed rate list and banner in respective district	If yes then satisfactory else non-satisfactory	On first occurrence, one month commission share of LSP for respective district will be forfeited and one month notice period will be given to LSP. Subsequent default will lead to termination of LSP from respective district.
		In case rate list and banner are removed after affixing	Penalty will only be applicable on the kiosk holder and not on respective LSP

#### ii. **LSP Manpower at State, District & Block Level:**

Master trainer need to prepare guidelines for new services for kiosk training. Therefore, master trainer may be allowed to operate an eMitra Kiosk. Similarly, the block coordinator is monitoring small geographical area. Therefore, block coordinator may be allowed to operate an eMitra Kiosk.

Description	Evaluation Criteria	Performance of LSP	Action to be Taken on LSP in case of non-satisfactory performance (Quarterly)
State Coordinator – 01 Master Trainer – 01 Additional Master Trainer – 01 for each 1000 kiosks District Coordinator (DC) – 01 on more than 20 kiosks Block Coordinator (BC) – 01 on more than 50 kiosks in block	LSP must deploy the mentioned manpower / staff.	If manpower deployed and available then satisfactory else manpower not available for continuous period of two months then non-satisfactory	Penalty for default: State Coordinator – Rs. 5000/- Master Trainer – Rs. 5000/- District Coordinator (DC)–Rs. 2000/- Block Coordinator(BC) – Rs. 1000/- Two or more instances of default in any or cumulative of above resources, may lead to termination of contract and a penalty of Rs 1 Lac will be imposed on defaulter LSP

Biometric attendance will be applicable for all staff deployed by LSP. The biometric attendance of District Coordinator can be taken at any kiosk of district. Similarly, biometric attendance of Block Coordinator can be taken at any kiosk of his block.

### iii. Kiosk Transactions:

Description	Evaluation Criteria	Performance of LSP	Action to be Taken on LSP in case of non-satisfactory performance
N = Average no. of transactions per month per kiosk in a Quarter of respective district (All LSP) n = Total no of transactions per kiosk of particular LSP in a Quarter of respective district	n >= N for at least 25% of the kiosks of particular LSP in respective district	If yes then satisfactory else non-satisfactory	On first occurrence, one month commission share of LSP for respective district will be forfeited and three month notice period will be given to LSP. Subsequent default will lead to termination of LSP from respective district

This SLA will be applicable to new LSPs after one year from date of agreement with that respective LSP.

### iv. Service Count:

Description	Evaluation Criteria	Performance of LSP	Action to be Taken on LSP in case of non-satisfactory performance
N = Average of number of distinct services delivered per kiosk in a Quarter of respective district (All LSP) n = Total distinct services delivered by kiosk of particular LSP in a Quarter (Only kiosk working for more than 1 quarter will be considered)	n >= N for at least 25% of the kiosks of particular LSP in respective district	If yes then satisfactory else non-satisfactory	On first occurrence, one month commission share of LSP for respective district will be forfeited and three month notice period will be given to LSP. Subsequent default will lead to termination of LSP from respective district

This SLA will be applicable to new LSPs after one year from date of agreement with that respective LSP.

**v. Kiosk/LSP Certification:**

In an effort to improve the quality of the services getting delivered through e-Mitra kiosk network, an examination policy has been framed wherein annual assessment of every kiosk will be done through PRE and MAIN exams (Max 3 attempts allowed). It is pre-requisite for a kiosk to clear PRE exam before attempting MAIN exams.

In case, kiosk ‘FAIL’ in PRE or MAIN exams, he can re-appear in these exams. These exams will be conducted online for which online learning / evaluation system is developed. Considering the cost of development and maintenance of this learning software, below examination fees may be charged from applicant appearing for exam:

S. No.	Type of Exam	Attempt	Exam Fees (In Rs)*
1	PRE- I Attempt	First	15/-
2	MAIN- I Attempt	First	100/-
3	PRE- II Attempt	Second	500/-
4	MAIN- II Attempt	Second	1000/-
5	PRE- III Attempt	Third	1000/-
6	MAIN- III Attempt	Third	1500/-

*\* Rates are inclusive of GST*

The amount collected as above charges will be booked in e-Mitra project and considered as 100% income of eMitra.

An incentive of Rs. 1000/- per kiosk will be given to top 10 kiosk of each district in pre exam and main exam separately. Top 10 kiosks of each district will be selected on the basis of marks obtained in first attempt of pre/ main exam from the kiosks in respective district which cleared pre/ main exam in first attempt. If there is a tie in selection of top 10 kiosk in each district then the kiosk which have maximum transaction in last three months, will be selected for incentive.

Result of these exams will be linked with the performance of the LSP as detailed below:

S. No.	Evaluation Criteria	Performance of LSP	Action to be Taken on LSP
1	More than or equal to 50% of the kiosks of particular LSP have “PASSED” the exam.	Satisfactory	Continue
2	More than 50% of the kiosks of particular LSP are “FAILED” in the exam after three attempts.	Non-satisfactory	Terminate (LSP termination from the respective district)

**The kiosk disqualified in pre / main exam, will be terminated and can open kiosk after six months.**

**vi. Kiosk/LSP Certification Policy:**

For continuous and effective service delivery, there is a pressing need of training and capacity building of this huge kiosk network, a two-level online certification programme is being proposed for the kioskholders. The two-level programme would include:

- a) Basic Certification
- b) Detailed Certification

### **Qualification Criteria**

<b>S. No.</b>	<b>Cycle of Exam</b>	<b>Total Questions</b>	<b>Duration</b>	<b>Pass %</b>	<b>Fail %</b>	<b>Disqualify %</b>
<b><u>Basic Certification Programme</u></b>						
1	First Cycle	100	60 mins	60%	Below 60% (eligible for reappearing in second cycle)	NA
2	II Cycle	100	60 mins	60%	59-31% (eligible for reappearing in third cycle)	30% or below
3	III Cycle	100	60 mins	60%	Below 60%	Below 60%
<b><u>Detailed Certification Programme – only for kiosks that qualify the Basic Certification Programme</u></b>						
4	First Cycle	100	90 mins	60%	Below 60% (eligible for reappearing in second cycle)	NA
5	Second Cycle	100	90 mins	60%	60-31% (eligible for reappearing in third cycle)	30% or below
6	Third Cycle	100	90 mins	60%	Below 60%	Below 60%

#### **Basic Certification Programme:**

Basic certification is proposed to be a mandatory exam whereby each kiosk has to obtain basic certification within three months of it being created as e-Mitra kiosk on e-Mitra portal. A kiosk will be given three chances to clear the Basic Certification Exam. Pass percentage will be 60%. The nature of exam would be Objective type (Multiple Choice Questions) and the course Content would include basic knowledge about computer, Internet, Mobile and e-Mitra portal.

Candidate will register biometric attendance during exam and photo will be captured at the time of exam.

#### **Detailed Certification Programme:**

The second level is proposed to be Detailed Certification Course for e-Mitra kiosk which are proposed to be scheduled every three months. A kiosk would be given three chances to clear the Detailed Certification Exam. Pass percentage will be 60%. The nature of exam would be Objective and Detailed type Questions and the course Content would include all services being delivered through e-Mitra portal. Candidate will register biometric attendance during exam and photo will be captured at the time of exam

Similarly, for LSPs the Master Trainers of LSPs at State, district and block level are proposed to undergo the Detailed Certification Programme every six months. The qualifying criteria would be the same as that for kiosk level. Candidate will register biometric attendance during exam and photo will be captured at the time of exam.



Every month, 16 slots will be given to kiosks for pre exam and Main exam will be conducted quarterly.

### **vii. Kiosk Migration:**

Kiosk can submit application to migrate from one LSP to another LSP. Migration applications are being submitted online on e-Mitra portal. The kiosks submitting application on or before 20<sup>th</sup> day of month will be migrated at the end of month and rest will be migrated in subsequent month.

### **viii. Kiosk Migration Policy:**

Kiosk migration is to be started with following conditions to avoid any undue advantage of migration process by LSPs and Kiosks:

- 1) LSP is allowed kiosk migration after completion of both rural and urban rollout plan for district.
- 2) Only C Category Kiosk is allowed to migrate from one LSP to other LSP.
- 3) Kiosk migration is allowed to LSP only in that district where respective LSP is working from at least three months.
- 4) Kiosk migration is allowed to LSP only in that district where respective LSP has more than 20 kiosks and District Coordinator is deployed for that district so that district coordinator could help migrated kiosk in case any help is required by migrated kiosk.
- 5) All earlier liabilities of migrated kiosk will be responsibility of LSP in which kiosk is migrating.
- 6) The kiosks which are inactive can also migrate to desired LSPs. Kiosks that are blacklisted, inactive due to financial irregularity, inactive by DeGS/ RISL/ Department due to any irregularity are not eligible for migration from one LSP to other LSP.
- 7) If any LSP exit from eMitra Project, this migration policy will not be applicable to its kiosk.
- 8) To demotivate multiple migration of kiosk due to unethical commitments by LSP, a token amount of Rs. 100/- Per Migration Request will be charged.
- 9) The amount collected as above charges will be booked in e-Mitra project and considered as 100% income of eMitra.

**\* Exception in Migration:** Migration of kiosks of other than C category can be allowed if the following all conditions are met:-

- a) Kiosk is established at government location.
- b) Local Service provider (LSP) under which kiosk is working is not an Aadhar Enrollment Agency (EA).
- c) Kiosk can migrate to Local Service provider (LSP) which is enrolled as an Aadhar Enrollment Agency (EA) without any restriction defined in Migration Policy.
- d) Migration will be done only through system and will be configured in System.

### **ix. Kiosk Inspection and Geo Tagging:**

Timely inspections are needed for effective monitoring of the kiosks. A mobile application is available for geo tagging and inspection of kiosks. The kiosks found defaulter in the inspection will be penalized as per the applicable SLAs.

New kiosk will only be approved by RISL once the geo tagged image of service rate list & co branded banner will be uploaded on portal.

### **x. Kiosk duty in camps:**

Government has been delivering several citizen centric services through camps with the objective of providing these services at the doorstep of the common man at one go. District administration is responsible for smooth running & service delivery in these

camps. With e-Mitra kiosk acting as front end delivery outlets for many G2C services, these kiosks can be helpful to district administration for service delivery in these camps.

In view of above, the e-Mitra kiosks may be utilized in camps for several activities to ensure smooth & hassle free delivery of G2C services to common man wherein district administration may compensate these kiosks @ Rs 500/- per kiosk per day as camp allowances. At least 3 days prior to the scheduled camp date, district administration shall inform these kiosks on their expected role in these camps. Absence of appointed kiosks in these camps may affect service delivery and to discourage such behaviors, it is decided to penalize these defaulter kiosks with Rs 1000/- per day for being absent.

Office of the ACP (DD) in particular district will ensure that respective kiosks shall be paid camp charges timely.

#### **xi. Kiosk Registration Charges:**

Below rates (inclusive of all applicable taxes) are approved as non-refundable one-time maximum registration fees that LSP may charge from kiosk for the entire contract period:

1. Emitra – Rs. 5000/-
2. Paypoint – Rs. 1000/-
3. Banking Correspondent- Rs 1000/-
4. GSP Seva Kendra – Rs. 1000/-

Evaluation of the LSP performance against above Key Performance Indicator (KPI) parameters(except kiosk rollout, average service count and average transaction count) will be applicable to LSP after 3 Months of date of signing of agreement and to Kiosk after 3 months of kiosk approval by department

#### **xii. LSP Selection and Kiosk Rollout Policy:**

With the objective to extend the reach of the e-Mitra kiosk network till the remotest location of the State and to ensure the financial vitality of the kiosk especially in remote areas, In addition to terms and conditions of EoI & agreement, it is approved that:

1. For new LSP or at the time of expansion by existing LSP, a LSP can request maximum 5 districts (from same division only) at a time. The LSP will be required to submit Block wise rollout plan.
2. LSP shall roll-out at least 10 kiosks in each district.
3. Based on the performance of the LSP in 3 months i.e. 100% successful roll-out of the kiosks in division without defaulter on any parameter defined in SLA, additional maximum 5 districts from same/ another division may be allotted to the respective LSP. Further, additional districts may be allotted on same lines with performance review of complete set of districts already allotted to respective LSP.
4. In rural area, LSPs will not be allowed to open the kiosk in village where average population per kiosk will become less than 500 as it adversely impacts the financial viability of existing kiosks.
5. In rural area, revenue village with population less than 500 but having no kiosk, only one (1) kiosk will be set up at such villages.
6. Above points (i), (ii), (iii), (iv) & (v) will also apply on existing LSPs for additional districts.
7. The New LSPs requesting one district, only one block will be allotted and block wise rollout will be submitted by LSP. Additional block within allotted district will be allotted to LSP on the basis of performance of the LSP after 3 months.

This whole system will be dynamic & automated with no manual intervention of LSP in kiosk apply process.



**17. Non-exclusivity of Rights:**

GoR reserves the right to allocate kiosks anywhere within the state to any of the service providers. No exclusive rights are provided to any of the service providers for operating in a particular area/ location.

**18. Forfeiture of Performance Security or penalty of Rs. 1 Lac:**

Security amount in full or part may be forfeited in the following cases:

- i. When the terms and conditions of contract is breached.
- ii. When the service provider fails to set up and operationalize the new kiosks (i.e, in addition to the existing kiosks) as per roll out plan submitted by him, performance security of that district may be forfeited.
- iii. When contract is being terminated due to non-performance of the service provider.
- iv. When the service provider fails to deposit Transactional security within the time prescribed.

If penalty of Rs. 1 Lac is either not deposited in RISL bank account or no consent is given within 30 days to deduct same from forthcoming commission from issuance of order, then available Performance Bank Guarantee may be forfeited to recover penalty.

**19. Forfeiture of Transactional Security:**

Security amount in full or part may be forfeited in the following cases:

- i. When the service provider fails to deposit funds collected/ dues in prescribed timelines or any other financial irregularity on its part or any of its kiosks.
- ii. RISL reserves the right to forfeit the Transactional Security deposited by the service provider with RISL for any district in case of any default/ irregularity by the service provider or any of its kiosks in any of the districts.

**20. Release of Performance Security & Transactional Security**

Both the securities shall be returned back to the service provider after successful completion of the contract period or after 4 months of exit management as approved by RISL.

**21. Creating awareness:**

The service provider will sensitize the citizens about eMitra project and will promote the same in the rural areas through the state/district-level and local promotion campaigns.

**22. Back-end support:** The service provider will ensure adequate back-end and logistical support to the kiosk owners. A dedicated team should be posted at each district where the service provider is operational for day-to-day support & coordination & with the kiosk owners. The service provider shall depute at-least one state coordinator at Jaipur to coordinate with RISL.

**23. Monitoring:** The service provider shall monitor the kiosk owner at all times and provide adequate support for their smooth functioning. The service provider shall be solely responsible and liable for any action by the kiosk owners working under him.

**24. Disclaimer**

RISL is not responsible for wrong availing of services due to incorrect information/ details furnished by the Second Party.

**25. Force majeure**

RISL shall not be liable to the Second Party / any other party in respect of any delay in performance of these terms and conditions or delay in performance or breach of the terms and conditions due to any event or circumstances which are beyond reasonable control of RISL.

## 26. General

- 26.1) Governing Law:** This agreement and the Second Party's use of the eMitra website is governed by Indian Law and the courts of Jaipur, Rajasthan, India only. The Second Party hereby irrevocably consents to the exclusive jurisdiction and venue of courts in Jaipur, Rajasthan (India) only in all disputes arising out of or relating to the use of the eMitra Sites/ Services.
- 26.2) Entire Agreement:** This Agreement including any document referred to herein along with complete EoI document issued vide: F3.3(75)/RISL/Pur/2014/1760, dated: 26.05.2014 constitutes the entire agreement between RISL and the Second Party.
- 26.3) Contract period:**  
The duration of contract period would be four years. All work orders issued to LSP including work order for additional district will be valid for four years from date of agreement. The performance of the service providers will be reviewed against SLA every year in the month of April. Contract can be terminated at any stage on account of unsatisfactory performance by respective service provider. The service providers shall sign a co-terminus contract with the kiosk owners in lines with this EoI document and as per the agreement signed with RISL.
- 26.4)** In case of any dispute it shall be compulsory for the Second Party to first submit a formal request to the Arbitration of a sole Arbitrator not below the rank of Secretary, IT&C to be nominated by RISL after a request is made in written by the Second Party or RISL. The decision of the Arbitrator shall be binding on both the parties. The language of the Arbitration shall be English and the venue of Arbitration will be Jaipur only.
- 26.5)** If any customer of Second Party institute any proceedings against RISL, the concerned Second Party would be liable to make good all the loss occurring to RISL as a result of those proceedings, including the cost of defending the proceedings wherever these are due to deficiency of second party. Further, whenever there is deficiency on account of both the parties, the liability will be divided proportionately.
- 26.6) Exclusivity of Rights with DoITC/ RISL for any amendment in EoI at any stage:**  
**"Exclusivity of Rights"**  
*That for the smooth implementation & functioning and to widen the scope of e-Mitra project, Department of Information Technology & Communications (DoIT&C) & RajCOMP Info Services India Ltd (RISL) on behalf of DoIT&C, Government of Rajasthan issues directions from time to time and recommend changes / alter /amendment in the EoI.*  
  
*In context to the above, DOIT&C/RISL reserves the right to make amendments /changes /alterations in the terms and conditions of the EOI, without any prior information or notice to the Service Provider, and all such amendments /changes /alterations, done earlier and upcoming shall be dealt as the part of the original EoI and are binding on the Service Providers during the entire term of this exclusivity clause of EoI.*
- 26.7) Liability of LSP for Defaults committed by kiosk holder:**  
All the activities delivered and operationalized by eMitra Kiosk holder under eMitra Framework shall be binding by this agreement and all/any financial and other kind of irregularity/lapses/misappropriations committed by kiosk holder shall be sole responsibility of the concerned LSP and recoverable as per the terms and conditions of this agreement.

**27. Non-Disclosure Agreement /confidentiality Clause:**

The LSPs/kiosk holders shall be responsible for maintaining absolute security and integrity of all data. All data/information supplied during the course of engagement is proprietary information owned by RISL and LSP/kiosk holder will not have any claim or right or ownership over such information. LSP/kiosk holder will not disclose confidential information to other person without written consent of RISL.

The Non-Disclosure Agreement /confidentiality signed by LSP with kiok will be part of kiosk agreement.

In witness whereof, the said parties hereto have set their hands at the place and on the dates respectively shown hereinafter.

<Designation of Authorised Person>

<Designation of Authorised Person>

**RISL**

**Service Provider**

**(Stamp/Seal)**

**(Stamp/Seal)**

**Witnesses**

**Witnesses**

**1.**

**1.**

**2.**

**2.**

(NOTE: - Signature of the Both Parties and the Stamp / Seal on each page of Agreement is essential)

**ANNEXURE-9**

**Draft Agreement between the selected bidder & the kiosk owner will be part of the agreement to be signed with RISL**

This Agreement is signed on the .... Day of .....2014 by and between:

1) **Miss/Mrs/Mr.** .....**W/o/D/o/ S/o Mr.** ..... **carrying business in name of M/S**....., adult, Indian Inhabitant having their residence/ primary place of business at ..... District/ Panchayat Samiti/ Gram Panchayat/ Village... ..... in the state of Rajasthan (India) called as Kiosk Owner hereinafter referred to as the **“KIOSK OWNER”** (which expression shall unless repugnant to the context or meaning thereof mean and include their respective heirs, executors and administrators) of the **FIRST PART**;

**AND**

2) **M/s** ..... (**Service Provider**) having its Registered Office at ..... and its corporate office at ..... (hereinafter referred to as **“Service Provider”**, through its authorized Officer ....., which expression, unless repugnant to the context hereof, shall mean and include its successors and assigns) of the **Second Part**.

**WHEREAS** the **Kiosk Owner** is desirous of providing services to the citizens of the state through ICT based eMitra kiosks and has requested DeGS for an authorization to operate e-Mitra kiosk at ....., District ..... in the State of Rajasthan (hereinafter referred to as the “eMitra kiosk”) as per the conditions in this agreement and other directions as may be given by DoIT&C, GoR, RISL or DeGS or their authorized agencies in operating the e-Mitra kiosk from time to time.

**WHEREAS** the **Service Provider** has been selected by RajCOMP Info Services Limited (RISL), which is the implementing agency for e-Mitra project on behalf of Department of Information Technology & Communication (DoIT&C), Government of Rajasthan.

The term “Party” shall refer to the KIOSK OWNER and the Service Provider individually, while collectively they shall be referred to as the “Parties”.

**1. Definitions:**

Sno-	Item	Definition
1.1	MOU	Memorandum Of Understanding
1.2	DeGS	District e-Governance Society, formed under instruction of DOIT&C, at district level, with district collector as chairman for implementing e Governance projects in the district inter alia e-mitra Society
1.3	DoIT&C	Department of information Technology & communication, Government of Rajasthan
1.4	GoR	Government of Rajasthan
1.5	e-Mitra Project	e-Mitra project is a flagship project of the Government of Rajasthan with the objective of setting up ICT based kiosks in urban and rural areas of Rajasthan to enable the delivery of various types of G2C & B2C services to citizens closer to their homes in an accountable, transparent and effective manner.
1.7	e-Mitra kiosk	e-Mitra kiosks (hereinafter referred to as “kiosk(s)”) are ICT based front end delivery points for G2C services which are being setup in urban and rural areas of Rajasthan and owned and managed by a kiosk owner
1.8	RISL	RajCOMP Info Services Limited, A Government of Rajasthan company to promote and undertake IT activities
1.9	Kiosk Owner	Internet Kiosk Owner appointed by private Service Providers and certified by DeGS under e-Mitra project

1.10	Project	Refers to e-Mitra project
1.11	SLA	Service Level Agreement
1.12	GoI	Government of India
1.13	G2C Services	Government to Citizen Services. Includes services provided by various Government Departments to Citizens.
1.14	ICT	Information and Communication Technology
1.20	B2C Services	Business to Citizen Services

**2. Preamble:**

2.1) Department of IT & Communication (DoIT&C), through Rajasthan Info Services Ltd. (RISL), in collaboration with District e-Governance Society, ..... (name of the district), is running the e-Mitra project, an integrated IT enabled platform for delivery of various services and information to the citizens of the state, under a single roof by setting up of kiosks at various locations (urban & rural) in district \_\_\_\_\_ with the objective of ushering in e-Governance in the District on PPP (Public Private Partnership) basis. The e-Mitra Project is being implemented on a 3-tier model. The first level is that of RISL/DOIT&C. At the second level, there are private service providers selected through open tendering process by DeGS/RISL & at the third level is the kiosk owners selected by the private service providers.

2.1) RISL is a Govt. of Rajasthan Company which own, run and manage the e-Mitra portal and the operations of e-Mitra kiosk network (Urban and Rural) including portal enhancement, addition of G2C and B2C services, awareness generation etc. The services for various government departments under eMitra project have been encapsulated under RISL and are being delivered under one roof through Internet based, IT enabled eMitra kiosks.

2.2) The Service Provider has been selected by RISL to provide a host of IT and non-IT related services to the citizens through ICT based eMitra kiosks in the district ..... (district name) through eMitra portal as per EoI issued vide: F3.3(75)/RISL/Pur/2014/1760, dated: 26.05.2014 (**Annexure-9A**) and thereafter in accordance, an agreement has been signed between RISL and the Service Provider dated: ..... (**Annexure-9B**).

2.3) The KIOSK OWNER has expressed its interest and desire to the Service Provider and agrees to carry on the work in strict accordance with the terms & conditions contained in this agreement including the EoI document (Annexure -9A) and the agreement signed between the Service Provider and RISL (Annexure -9B). Both the parties also agree to modify the scope of work, terms & conditions and arrangement with mutual consent.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

**3. ENGAGEMENT:**

3.1 The KIOSK OWNER has agreed to provide services to the general public through ICT based eMitra kiosks and has requested DeGS for an authorization to operate an e-Mitra kiosk at ....., District ..... in the State of Rajasthan (hereinafter referred to as “the said eMitra kiosk”) as per the conditions in this agreement and other directions as may be given by DoIT&C, GoR, RISL or DeGS or their authorized agencies in operating the said e-Mitra kiosk from time to time.

3.2 The KIOSK OWNER has agreed to be liable to DeGS for all its obligations for operation of the said E-Mitra kiosk.

3.3 All the future modalities as approved by the Government of Rajasthan will be applicable on all the two parties to this MoU.

- 3.4 This MoU will not result in exclusivity of relationship. DeGS will be free to establish more such relationships for similar/same objectives on same or different terms and conditions.
- 3.5 By virtue of this agreement no relationship as of employer, employee and principal-agent is established between the KIOSK OWNER and DeGS/ RISL/ any other government body. Without permission in writing of DeGS the KIOSK OWNER shall not do any act for or in the name of DeGS/ RISL/ any other government body or its designated agency.
- 3.6 The parties agree to perform the roles and responsibilities towards operating the said eMitra kiosk in accordance with the Annexure-9A & 9B of this agreement.
- 3.7 Other Terms & Conditions (to be defined by the service provider in accordance with the EoI and agreement signed between RISL & service provider) shall be as per Annexure - 9C of this agreement.

**4. Non-Disclosure Agreement /confidentiality Clause:**

The LSPs/kiosk holders shall be responsible for maintaining absolute security and integrity of all data. All data/information supplied during the course of engagement is proprietary information owned by RISL and LSP/kiosk holder will not have any claim or right or ownership over such information. LSP/kiosk holder will not disclose confidential information to other person without written consent of RISL.

**5. And WHEREAS**

- 5.1 This Agreement including any document referred to herein along with complete EoI document (Annexure-9A) & agreement signed between RISL and the Service Provider (Annexure-9B) constitutes the entire agreement between the KIOSK OWNER and the Service Provider and supersedes all prior written agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement.

In witness whereof, the said parties hereto have set their hands at the place and on the dates respectively shown hereinafter.

<Designation of Authorised Person>  
**KIOSK OWNER**

<Designation of Authorised Person>  
**Service Provider**

**(Stamp/Seal)**

**(Stamp/Seal)**

**Witnesses**

- 1.
- 2.

**Witnesses**

- 1.
- 2.

(NOTE: - Signature of the Both Parties and the Stamp / Seal on each page of Agreement is essential)

**List of Annexures:**

**Annexure 9A** : EoI Issued vide **F3.3(75)/RISL/Pur/2014/1760, dated: 26.05.2014.**

**Annexure 9B** : Agreement signed between RISL & M/s ..... (Service provider),  
 dated: .....

**Annexure 9C** : Other Terms & Conditions (to be defined by the service provider).

**ANNEXURE-10**  
**e-Mitra Kiosk rollout plan for six months**

Name of service provider:-----

Date of submission:- -----

S. No.	Division	District	Existing Kiosk		Kiosk Target			Total Target
			Rural (No. of Kiosk)	Urban (No. of Kiosk)	Urban (No. of Kiosk)	Block Name	Rural (No. of Kiosk)*	

\*Depicts the number of kiosks to be rolled out by LSP in opted Block only

Authorized Signature and Seal