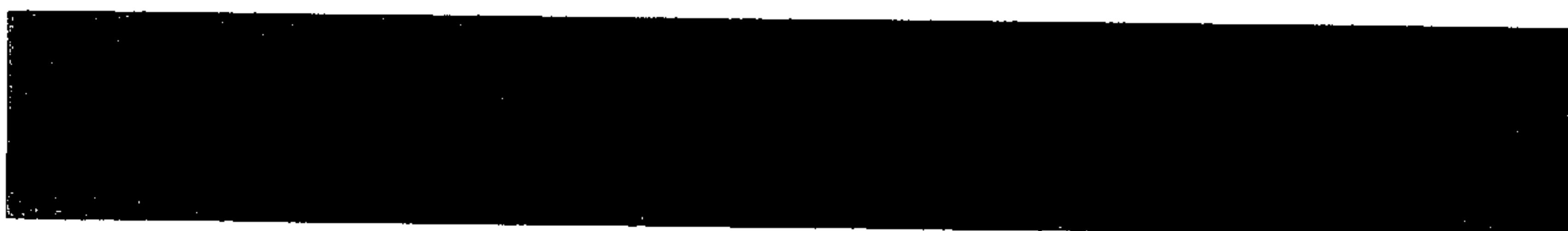


Procuring Authority	Registrar, Board of Revenue for Rajasthan, Ajmer - 305001 (Rajasthan)
Last Date & Time of Submission of Bid	06-04-2021 at 05.00 PM
Date & Time of Opening of Technical Bid	06-04-2021 at 05.15 PM
Date & Time of Opening of Financial Bid	08-04-2021 at 05.30 PM

Bidding Document Fee: INR Two Hundred Only (INR 200 only)

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



## **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>BG</b>	Bank Guarantee
<b>Bid/ eBid</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic Format
<b>Bid Security</b>	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
<b>Bidder</b>	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
<b>Bidding Document</b>	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
<b>BoM</b>	Bill of Material
<b>CMC</b>	Contract Monitoring Committee
<b>Competent Authority</b>	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. DG, SDRI in this bidding document.
<b>Contract/ Procurement Contract</b>	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
<b>Contract/ Project Period</b>	The Contract/ Project Period shall commence from the date of issue of Work order till 1 year of Development & implementation and 1 Years of Operations & Maintenance after Go-Live of the project
<b>COTS</b>	Commercial Off The Shelf Software
<b>Day</b>	A calendar day as per GoR/ Gol.
<b>DeitY, Gol</b>	Department of Electronics and Information Technology, Government of India
<b>DoIT&amp;C</b>	Department of Information Technology and Communications, Government of Rajasthan.
<b>ETDC</b>	Electronic Testing & Development Centre
<b>FOR/ FOB</b>	Free on Board or Freight on Board
<b>Gol/ GoR</b>	Govt. of India/ Govt. of Rajasthan

<b>Goods</b>	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
<b>ICT</b>	Information and Communication Technology.
<b>IFB</b>	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
<b>INR</b>	Indian Rupee
<b>HSMS</b>	Hostel and Scheme Management System
<b>ISO</b>	International Organisation for Standardisation
<b>IT</b>	Information Technology
<b>ITB</b>	Instruction to Bidders
<b>LD</b>	Liquidated Damages
<b>LoI</b>	Letter of Intent
<b>MIS</b>	Management Information System
<b>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NeGP</b>	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>OPTMSC</b>	Online PIR Tracking and Monitoring System Committee
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PDA</b>	Personal Digital Assistant
<b>PQ</b>	Pre-Qualification
<b>TAD</b>	Tribal Area Department
<b>Procurement Process</b>	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
<b>Procurement/ Public Procurement</b>	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and "procure" or "procured" shall be construed accordingly
<b>Project Site</b>	Wherever applicable, means the designated place or places.

<b>PSD/ SD</b>	Performance Security Deposit/ Security Deposit
<b>Purchaser/ Tendering Authority/ Procuring Entity</b>	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
<b>RajSWAN/ RSWAN</b>	Rajasthan State Wide Area Network
<b>RISL</b>	RajCOMP Info Services Limited
<b>RSDC</b>	Rajasthan State Data Centre, New IT Building, Jaipur
<b>RVAT</b>	Rajasthan Value Added Tax
<b>BOR</b>	Board of Revenue for Rajasthan
<b>Services</b>	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made by any procuring entity
<b>SLA</b>	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
<b>SOW</b>	Scope of Work
<b>SSDG</b>	State Services Delivery Gateway
<b>State Government</b>	Government of Rajasthan (GoR)
<b>STQC</b>	Standardisation Testing and Quality Certification, Govt. of India
<b>Subject Matter of Procurement</b>	Any item of procurement whether in the form of goods, services or works
<b>TIN</b>	Tax Identification Number
<b>TPA</b>	Third Party Auditors
<b>VAT/ CenVAT</b>	Value Added Tax/ Central VAT
<b>WO/ PO</b>	Work Order/ Purchase Order

h f a 22



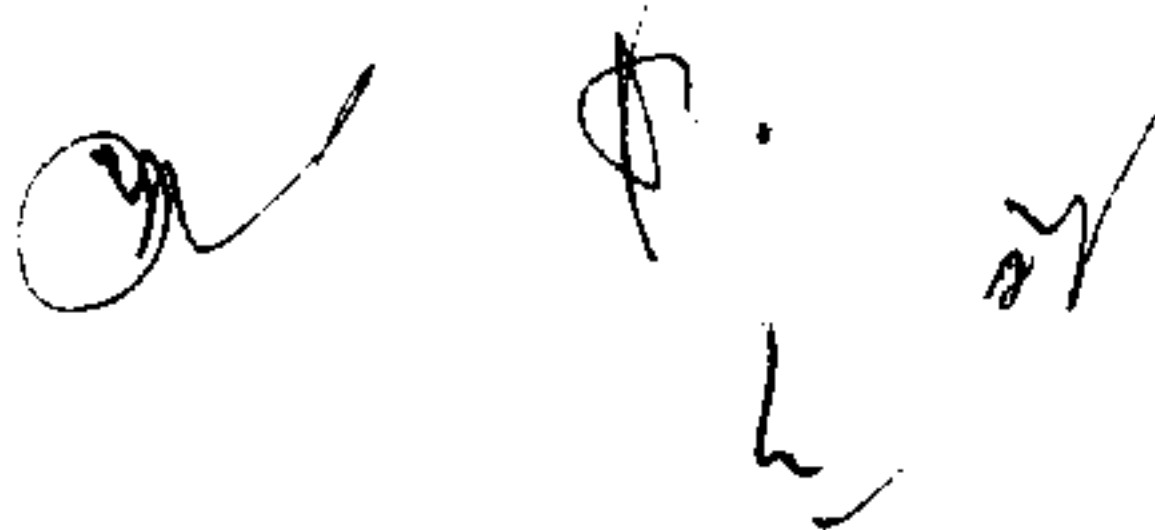
## 2. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

- 1) Bidders should be empanelled or having work experience with RISL/NICSI/any Govt./Corp./Educational institutional for "Application Software Development on Deliverable Basis" in the current financial year are eligible to bid.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non- applicability of registration to any Act should be submitted by the bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 32.	Copy of valid Registration Certificates  OR Copy of Certificates of incorporation
2	Technical Capability	Bidders should be empaneled or having work experience (Non submission of experience certificate will make the bidders technically non-responsive) with RISL/NICSI/any Govt. department / Corp. agency/Education Institution for "Application Software Development" at present are eligible to bid	Copy of letter/ Proof of RISL/ NICSI/Any Govt./Corporate Agency/ Education Institution empanelment of Work Experience
3	Tax registration and certificates	Tax registration certificates	Copy of PAN Card/GST No.
4	Mandatory Undertaking	Bidder should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons; b) not have, and their Registrars and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in the bidding document. d) comply with the code of integrity as specified in the bidding document.	A Self Certified letter as per Annexure-4: Self Declaration

**Optional**

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

Handwritten signature and initials in black ink, consisting of a stylized 'M' or 'W' followed by a dot and a checkmark-like symbol.

### 3. SCOPE OF WORK, DELIVERABLES & TIMELINES

Board of Revenue for Rajasthan intends to contract with a professional and competent IT Firm / agency to develop a Web enabled application (**Revenue Information System Software**) with one year Facility Management Services (FMS) to provide handholding and upgrade the developed Web enabled Application as per the future requirements.

Web Application to be developed by the bidders should be **Mobile compatible** and should be able to viewed & worked on the mobiles as well as desktop/ laptop.

Scope of work may vary based on the requirement of the Board of Revenue; however, it shall primarily include activities mentioned below.

For each module & feature of Web Application, the bidder is required to perform system study & requirement analysis covering following:

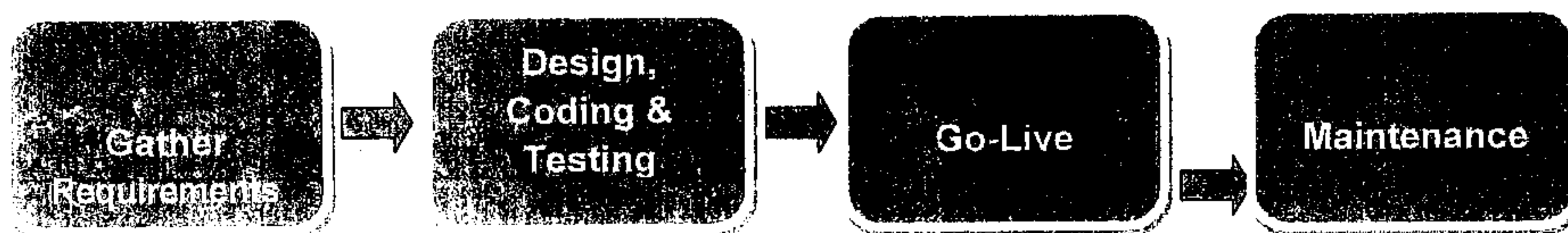
- 1) Capturing details of all requirements & features specified in Functional Requirement Specifications stated in the RFP and additional key requirements/features (if any).
- 2) The bidder shall develop a portal with the below mentioned information: -
  - Land Reforms information: - 9 Forms and 9 Reports
  - Review of land transfer matter section 183 B, 183 C and 175 each section 1 Form and 1 Report
  - Review of ceiling information: - 1 Forms and 18 Reports
  - Mutation disposal report
  - Record deposit
  - Seema-gyan progress report
  - Remaining Pension cases progress report
  - Revenue court cases
    - A. Old case
    - B. Sec 91
    - C. 90A
    - D. 91(3)
    - E. 91(6)
  - Summons (received from BoR)
  - Land allotment issue
- 3) A consolidated report needs to be made called as **Monthly Revenue Report Card (MRRC)** with indicative figures and will be finalize after system study (Annexure-10)
- 4) Understand/ assess data inputs and outputs requirements.
- 5) Understand/ assess their IT readiness & Training requirements
- 6) Collecting all input forms, registers and reports formats (if any).
- 7) An industry standard methodology should be adopted for Software Engineering, covering the entire SDLC (Software Development Life Cycle).
- 8) The bidder shall be responsible to present the demo of prototype of all input screen layout and output reports format etc. to the purchaser, before finalisation of coding process.



- 9) The bidder shall be responsible for the development of dynamic content and feature rich Web Application for the department and as per the guidelines issued by the Gol and GoR for the development of government Web Application/ Application like GIGW etc. All the sections of the Web application should be of dynamic nature and must be supported with a Content Management module for easy content management and administration of the same.
- 10) The departmental Web application should support latest Unicode standard based Bi-lingual version for user interface. It is expected to be in Hindi and English (India) languages. The users should see the labels and captions on selected language and additionally be able to feed-in their data in the language of their own choice as per the requirement. Also, the IA must translate, at its own, the equivalent Hindi Captions for the English version (without altering the meaning) of the Web Application and the same must be submitted to the BOR for approval before implemented/ uploading or vice-versa.
- 11) The Web Application must be Integrated to Board of Revenue Web Application i.e., there should be a link on Web Application to go on newly developed Web Application and vice versa.
- 12) The Web Application must use standard masters of State, District, Tehsil, Sub Tehsil, Post using DOITC Web Services.
- 13) The Web Application must be responsive.
- 14) The Web Application should have a close user group page in which login IDs will be SSO ID of User and the Application should be integrated on SSO Application.
- 15) User types are also provided based on various rights.

**Note:** The functional requirement specifications (Annexure-9) stated in the RFP are indicative features of the envisaged Web Application and the indicative functionalities should be considered as an integral part of the scope of work. These functionalities have been provided for reference purpose for the bidder to take into account for effort estimation and financials. However, to achieve/ fulfill the overall project objective, the selected bidder shall be responsible to refine/ improvise and finalize the functional requirement specifications (FRS) for each module based on the system study and requirement analysis performed by the bidder.

#### 4.1 Scope of Work of Web Application Development



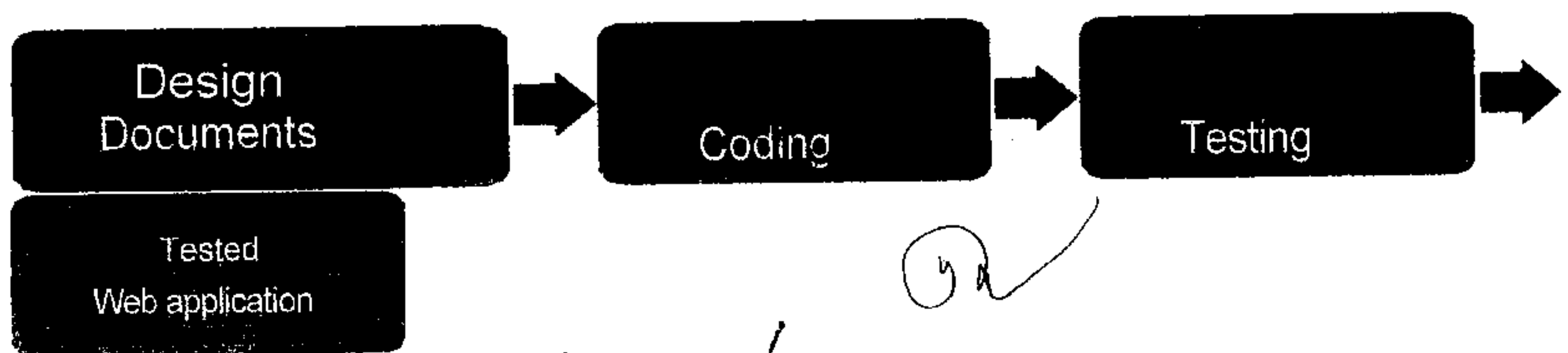


#### 4.1.1 Gather Requirements

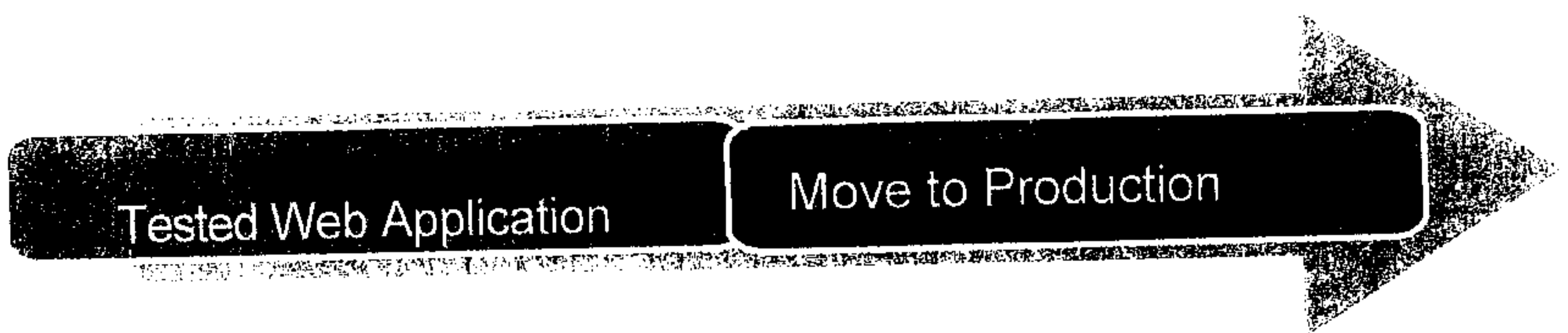
- I. This stage shall involve engagement of individuals/teams from bidder side to get detailed and accurate requirements from the BOR; often there has to be a lot of communication to and from between the bidder's team and BOR officials to understand these requirements and avoid communication gaps. The bidder must understand existing BOR Intra Application process, input/output layouts and their processes. The bidder is expected to perform the following under this phase: -
  - a. User requirements
  - b. Web Application requirements for dynamic pages uploading & integration.
- II. **User Requirement Specification (URS) for Web Applications** would be the deliverable of this module.
  - A. User Requirement Document for **Web Application** shall (include but not limited to) the following
    - a) Users of the System and their Access Roles in the System
    - b) Functionalities required in the Modules (Upload, Download, Update, Search (etc)

#### 4.1.2 Design, Coding & Testing of Web Application

- I. Bidder shall develop a Web Application design document based on the requirements given by BOR
- II. Bidder shall design the Web Application as per approved user requirement specification (URS)
- III. Bidder shall design Web Application which meets present IT Policies.
- IV. Bidder shall collect and create metadata for developing and deploying the Web Application
- V. Bidder shall Incorporate Security features as per the guidelines of IT Policies and safe to host on RSDC (Rajasthan State Data Center).
- VI. Bidder shall test the Web Application for functionality as per user requirement and for performance.
- VII. Output of this stage will be Web Application Design & Development Technical Manual along with its Code, documentation etc.
- VIII. Integration of this Web Application with BOR Website and SSO Id.
- IX. External interfaces with System (SMS/e-Mail gateway etc)



#### 4.1.3 Go-Live for Web Application



- I. Bidder shall deploy the Web Application and take the User Acceptance from the BOR.
- II. Bidder shall deploy the tested Web Application code to the production server and make the Web Application stable for its usage.
- III. Bidder shall additionally provide training to departmental users for operating the Web Application including updating contents on the Web Application.
- IV. Changes in the production would be controlled and must be rigorously tested before being deployed on production
- V. Bidder shall resolve the bugs reported during the Go-Live of the application

#### 4.1.4 Security and Audit of Web Application

- I. Adequate security levels and audit trails must be provisioned in the Web Application to protect the integrity of the developed Web Application. Web Application shall have adequate user security to control the Application by ensuring that only the authorized personnel have access to specific elements. The audit trail should provide a facility to trace the path of changes on Web Application.
- II. It would be the responsibility of the selected bidder to remove the vulnerabilities identified during the Safe to Host certification.

#### 4.1.5 Training on Web Application

- I. The selected bidder shall ensure that all documentation is in place (user training, operation procedures, etc.).
- II. The selected bidder shall also ensure a proper hands-on training to the designated end-users on the Web Application developed by him. Training could have multiple sessions as per the need and requirement of the project/ application. The content of the training and schedule shall be mutually decided by BOR and the selected bidder later at an appropriate time period. The requisite training infrastructure like the place, VC Setup, computers and projector with screen shall be provided by BOR as per the needs.
- III. The selected bidder would also provide a Help / Training manual.

#### 4.1.6 Operations & Maintenance / Facility Management Services (FMS) of newly developed Web Application for one year after go-live.

- I. Selected bidder shall perform ongoing day-to-day changes and enhancements in the Web Application developed modules as per the need/ requirement of BOR
- II. Selected bidder shall provide technical support through email, phone to address analyze and fix any technical glitches within the existing features. In case it is not resolved by above methods, bidder needs to provide onsite support. Bidder need to on site visit at least once in a week to provide technical support to resolve problems

as per BOR requirements.

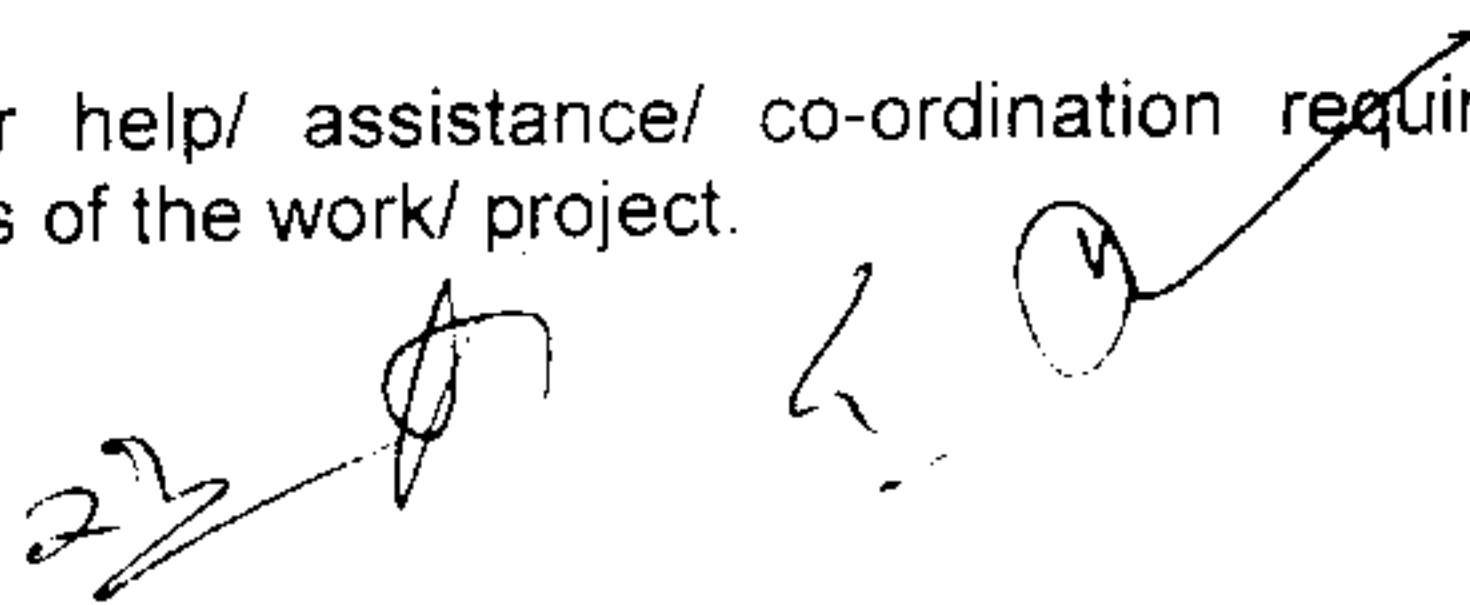
- III. The scope of technical support includes rectification of errors within the already developed modules/solution, content management, addition or removal of feature(s) from the developed solution and/or transferring solution from one server to another server.
- IV. Selected bidder shall adopt change management procedures to ensure that no unwarranted changes are carried out to the Web Application. All the changes carried out by Bidder must be formally approved by BOR and recorded too.
- V. Selected bidder shall do proper version management of these configurations as the configurations may be changed from time to time. This is required to ascertain changes made to these configurations at different stages as well as have functional configurations.
- VI. Selected bidder shall perform Performance Tuning and ensure resilient performance of the developed web enabled application / Web Application.
- VII. Selected bidder Shall Check status and take remedial actions, in case of problems/ bugs/ vulnerabilities are reported.
- VIII. Selected bidder shall incorporate necessary features in the application to automate the back-up of database at regular intervals such as daily, weekly, monthly etc.
- IX. Addition of new functionalities / pages during FMS would be considered as a Change Request as mentioned in this RFP Document.

#### **4.2 Team/ Resource Requirement for the Assignment**

Minimum qualification and work experience for different type of resources is given at Annexure -8. Bidder shall read the minimum qualification and work experience carefully and quote rates for each type of the resources as per industry rates.

#### **4.3 Roles and Responsibilities of BOR**

- I. Provide access of its premises to the team of successful bidder
- II. Review and approve the deliverables submitted by the successful bidder
- III. Coordinate with successful bidder and resolve issues in the project.
- IV. Conduct project review meetings Successful bidder and monitor the implementation of the project
- V. Provide necessary infrastructure and support in deploying the developed application in the State data centre
- VI. Evaluate and approve the effort estimates provided by the selected bidder for development and deployment of application Web Application.
- VII. Review and approve the Payments to the bidder as per SLA.
- VIII. Any other help/ assistance/ co-ordination required for the successful implementation and operations of the work/ project.

Handwritten signatures and initials in black ink, including a large signature on the left and several initials or smaller signatures on the right.



4.4 Project Deliverables, Milestones and Time Schedules

4.4.1 Deliverables identified for different activities are:

Web Application Development			
1	Undertake all activities for Web Application Scope of Work Display the Web Application on staging server & BOR server.	<ul style="list-style-type: none"><li>• User Requirement Specification</li><li>• Design Development Technical Document</li><li>• Source Code (on a DVD</li><li>• Deploy the web site at RSDC</li><li>• Old Data migration</li><li>• User Acceptance Certificate</li><li>• Safe to Host Certificate</li><li>• During Security Audit removal of Vulnerabilities till safe to Host Certificate.</li><li>• The cost of security audit will be paid as per financial bid.</li></ul>	Within 90-120 days of issue of work order

(Facility Management Services (FMS) for one year newly developed Web Application after implementation)	
1	One Developer twice in a week for upgradation, maintenance, enhancement in the existing Application.



#### 4. INSTRUCTION TO BIDDERS (ITB)

##### 1. Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall commence from the date given in NIT. The complete bidding document shall also be placed on the BOR Web Application <http://landrevenue.rajabasthan.gov.in>. The prospective bidders shall have to pay its price and submit the filled Bid to the procuring entity on or before time. Downloaded Tender/Bidding document should be accompanied by the proof of payment of tender Document fee else the tender will be rejected.

##### 2. Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB / bidding document. A Bid valid for a shorter period may be rejected by the procuring entity as non-responsive Bid minimum 90 days.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.
- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

##### 3. Format and Signing of Bids

- a) Bidders must submit their bids offline in two separate envelopes for Technical and Financial bids.
- b) All the documents uploaded and submitted should be duly signed by the authorized signatory.
- c) A Single stage Two part / cover system shall be followed for the Bid: -
- a. Technical Bid, including tender document, bid security declaration fee details, eligibility & technical documents should be enclosed in one sealed envelope. Marked as Technical Bid
  - b. Financial Bid should be enclosed in second sealed envelope. Marked as Financial Bid.
  - c. Both envelopes are to be kept in one large single outer envelope.
- d) The technical bid shall consist of the following documents: -

S. No.	Documents Type	Document Format
<b>Fee Details</b>		
1.	Bidding document Fee (Tender Fee)	Proof of submission / Receipt
2.	Bid Security (EMD)	Instrument/ Proof of submission Bid Security Declaration
<b>Eligibility Documents</b>		
3.	Bidder's Authorization Certificate	As per Annexure-3
4.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause

Technical Documents		
5.	Certificate of Conformity/ No Deviation	As per Annexure-5

b) Financial bid shall include the following documents:-

S. No.	Documents Type	Document Format
1.	Covering Letter & Financial Bid Format	On bidder's letter head duly signed by authorized signatory as per Annexure-6

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

#### 4. Cost & Language of Bidding

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

#### 5. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

#### 6. Deadline for the submission of Bids

- Bids shall be received by hand delivery, by post or by courier at BOR Office and up to the time and date specified in the NIB.
- Normally, the date of submission and opening of Bids would not be extended. In exceptional circumstances or when the bidding document are required to be substantially modified as a result of discussions in pre-bid meeting/ conference or otherwise and the time with the prospective bidders for preparation of Bids appears insufficient, the date may be extended by the procuring entity. In such case the publicity of extended time and date shall be given in the manner, as was given at the time of issuing the original NIB. It would be ensured that after issue of corrigendum, reasonable time is available to the bidders for preparation and submission of their Bids. The procuring entity shall also publish such modifications in the bidding document in the same manner as the publication of initial bidding document. If, in the office of the Bids receiving and opening authority, the last date of submission or opening of Bids is a non- working day, the Bids shall be received or opened on the next working day.

#### 7. Withdrawal, Substitution, and Modification of Bids

- Bids withdrawn shall not be opened and processes further.



## 8. Clarification of Bids

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

## 9. Evaluation & Tabulation of Technical Bids

### a) Preliminary Examination of Bids

The bid purchase committee constituted by the procuring entity shall conduct a preliminary scrutiny of the opened bids to assess the prima-facia responsiveness and ensure that the: -

- a) bid is signed, as per the requirements listed in the bidding document;
- b) bid has been sealed as per instructions provided in the bidding document;
- c) bid is valid for the period, specified in the bidding document;
- d) bid is unconditional and the bidder has agreed to give the required performance security;
- e) Other conditions, as specified in the bidding document are fulfilled.

**1) Technical Evaluation Criteria:** Bids shall be evaluated based on the documents submitted as a part of technical bid. Technical bid shall contain all the documents as asked in the clause "**Format and Signing of Bids**". Bidders shall also be asked to come to present and demonstrate the technical bid. Bidders shall prepare highlighting their Technical and Financial capabilities including number and competency of IT Professionals (certifications etc.) on their payroll. Bidder shall also be asked to demonstrate online Web Applications and web applications developed by them to the purchase committee. Bidders successful in the presentation stage shall only be declared as technically qualified.

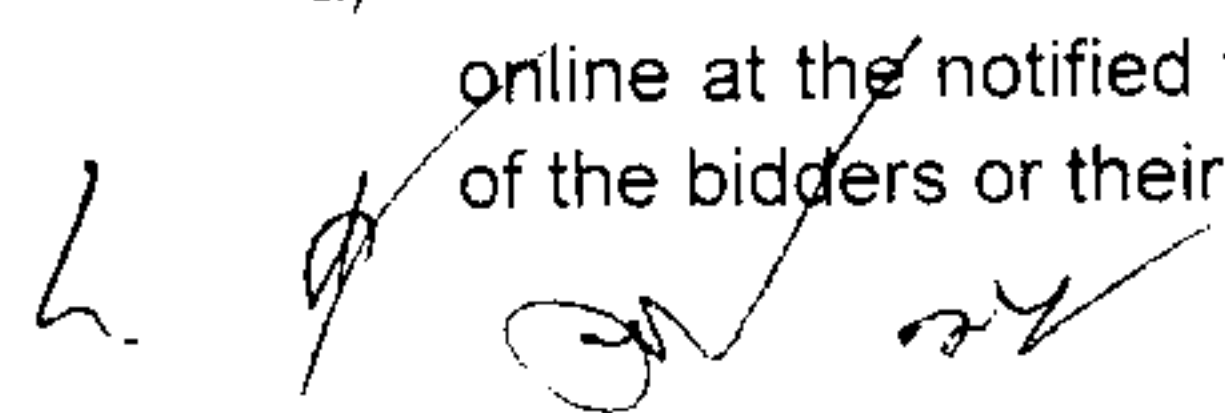
### 2) Tabulation of Technical Bids

- a) If Technical Bids have been invited, they shall be tabulated by the bid purchase committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- b) The members of bid purchase committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.

**3)** The bidders who qualified in the technical evaluation shall be informed about the date, time and place of opening of their financial Bids.

**10. Evaluation & Tabulation of Financial Bids:** Subject to the provisions of "Acceptance of Successful Bid and Award of Rate Contract" below, the procuring entity shall take following actions for evaluation of financial Bids: -

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid purchase committee in the presence of the bidders or their representatives who choose to be present



- b) the process of opening of the financial Bids shall be similar to that of technical Bids.
- c) the names of the bidders, the rates given by them and conditions put, if any, shall be read out and recorded;
- d) conditional Bids are liable to be rejected;
- e) the evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) the offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- g) the bid purchase committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and determine the lowest offer for acceptance to the procuring entity
- h) it shall be ensured that the lowest bid / offer is justifiable looking to the prevailing market rates of the services required to be procured
- i) The charges of security audit will be borne or paid by BOR.

**11. Correction of Arithmetic Errors in Financial Bids:** The bid purchase committee shall correct arithmetical errors in substantially responsive Bids, on the following basis, namely: -

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

**12. Comparison of rates:** While tabulating the financial Bids of firms, the element of GST rates quoted by the firms shall be included in the rates for financial bid evaluation purpose.

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

#### **14. Negotiations**

- a) Negotiations may, however, be undertaken with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates. Where quantities are required to be divided between two bidders, all the responsive and eligible bidder(s) shall be asked to match the best value (L1) bid as specified in the clause 16 titled "Dividing quantities among more than one bidder at the time of award".
- b) The bid purchase committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- c) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid purchase committee, after recording reasons, may reduce the time, provided the lowest or most



advantageous bidder has received the intimation and consented to regarding holding of negotiations.

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

#### **15. Exclusion of Bids/ Disqualification**

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

#### **16. Acceptance of the successful bid and award of rate contract**

- a) The procuring entity after considering the recommendations of the bid purchase committee and the conditions of bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful bid. If any member of the bid purchase committee has disagreed or given its note of dissent, the matter shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on bids shall be taken within original validity period of bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
- c) Before award of the rate contract, the procuring entity shall ensure that the price of successful bid is reasonable and consistent with the required quality.



- d) A bid shall be treated as successful only after the competent authority has approved the procurement in terms of that bid.
- e) The procuring entity shall award the rate contract to the bidder(s) whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder(s) has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its bid has been accepted.
- g) As soon as a bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an Agreement in the format given in the bidding documents on a non-judicial stamp of requisite value within 15 days from the date on which the letter for work order is dispatched to the successful bidder.
- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of rate contract is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

**17. Information and publication of award:** Information of award of contract shall be communicated to all participating bidders and published on the respective Web Application(s) as specified in NIB.

**18. Procuring entity's right to accept or reject any or all Bids:** The Procuring entity reserves the right to accept or reject any bid at any time prior to award of contract, without thereby incurring any liability to the bidders.

#### **19. Security Deposit (SD)**

- a) The successful bidder has to deposit the **2.5%** of contractual amount as "Security Deposit" (SD) before work order issue to the final bidder.
- b) Refund of SD: The SD shall be refunded after expiry of the contract period.
- c) Forfeiture of SD: The SD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
  - a. when any terms and condition of the contract is breached or cancelled
  - b. when the bidder does not accept any work order issued anytime during the period of contract
  - c. when the bidder fails to commence the supply of the service or execute work issued under this rate contract
  - d. When the bidder does not deposit the requisite performance security within the period specified in the work order, issued under this contract.
- d) Notice will be given to the bidder with reasonable time before Security Deposit (SD) deposited with BOR is forfeited.
- e) No interest shall be payable on the deposited SD.

#### **20. Execution of Agreement**

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the bidder.
- b) The successful bidder shall sign the Agreement within **10 days** from the date on which the

letter of acceptance or letter of intent is dispatched to the successful bidder.

- c) If the bidder, who has been selected, fails to sign a written agreement or fails to furnish the required security deposit within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the agreement with the bidder and debar the bidder to participate in any future bid.
- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchase from anywhere in Rajasthan only.

## 21. Performance Security Deposit

- a) Performance security deposit (PSD) shall be solicited from bidder(s) selected after inviting quotations as per the clause "Award of Work Orders under this Rate Contract" above. PSD shall not however be taken from the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be **2.5%** of the amount of work order value in case of procurement of services. In case of Small-Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of services and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 1% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
  - a. Bank Draft or Banker's Cheque of a scheduled bank;
  - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
  - c. Bank guarantee/s of a scheduled bank, in case the amount of PSD is more than 10 lakhs.

It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
  - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/ premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in sub clause [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and defect liability period as specified in each work order.
- e) Forfeiture of Performance Security Deposit (PSD): PSD amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
  - d. Notice will be given to the bidder with reasonable time before PSD deposited is

forfeited



- f) No interest shall be payable on the PSD.

## 22. Confidentiality:

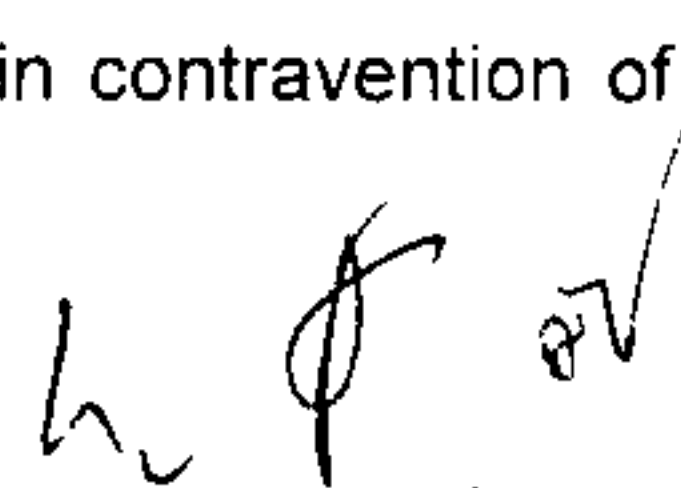
- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -
- a. impede enforcement of any law;
  - b. affect the security or strategic interests of India;
  - c. affect the intellectual property rights or legitimate commercial interests of bidders;
  - d. Affect the legitimate commercial interests of the procuring entity in situations that may include when the procurement relates to a project in which the procuring entity is to make a competitive bid, or the intellectual property rights of the procuring entity.
- b) The procuring entity shall treat all communications with bidders related to the procurement process in such manner as to avoid their disclosure to competing bidders or to any other person not authorized to have access to such information.
- c) The procuring entity may impose on bidders and sub-contractors, if there are any for fulfilling the terms of the procurement contract, conditions aimed at protecting information, the disclosure of which violates (a) above.
- d) In addition to the restrictions specified above, the procuring entity, while procuring a subject matter of such nature which requires the procuring entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.

## 23. Cancellation of procurement process:

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

## 24. Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for:





such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

- a. Provided that after the declaration of a bidder as successful in terms of "Award of Contract", the appeal may be filed only by a bidder who has participated in procurement proceedings:
- b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavor to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be:

First Appellate Authority: Additional Registrar, BOR, GoR

Second Appellate Authority: Registrar General, BOR, GoR

f) Form of Appeal:

- a. Every appeal under (a) and (c) above shall be as per Annexure-7 along with as many copies as there are respondents in the appeal.
  - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
  - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
  - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.

h) Procedure for disposal of appeal:

- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall, -
    - i. hear all the parties to appeal present before him; and
    - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial

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

## 25. Interference with Procurement Process:

A bidder, who: -

- a) withdraws from the procurement process after opening of financial bids;
- b) withdraws from the procurement process after being declared the successful bidder;
- c) fails to enter into procurement contract after being declared the successful bidder;
- d) fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful bidder, without valid grounds.

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

## 26. Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to



interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

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

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

### **29. Offences by Firms/ Companies**

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

### **30. Debarment from Bidding**

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
  - a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
  - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.



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

### **31. Monitoring of Contract**

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

## **5. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT**

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

### **Definitions**

For the purpose of clarity, the following words and expressions shall have the meanings hereby

assigned to them: -

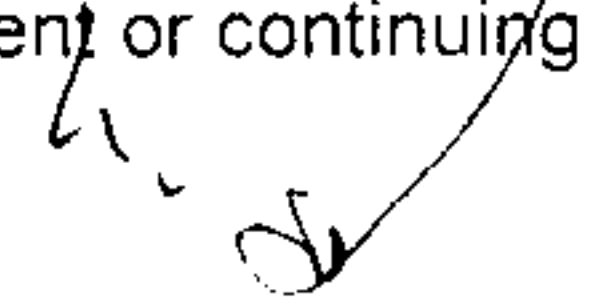
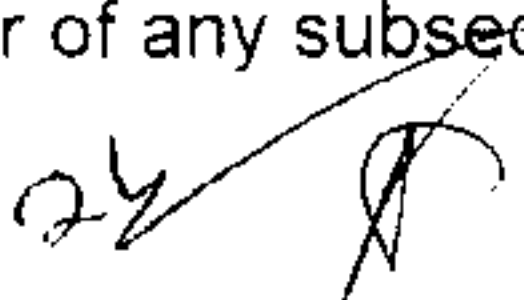
- a) "Contract" means the Agreement entered into between the Purchaser and the successful/ selected bidder, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) "Contract Documents" means the documents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

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

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

**2. Interpretation:**

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Agreement: The Contract constitutes the entire agreement between the Purchaser and the Supplier/Selected bidder and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- c) Amendment: No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- d) Non-waiver: Subject to the condition (f) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.





- e) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.
- f) Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

### 3. Language

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

### 4. Eligible Services

- a) For purposes of this Clause, the term "services" includes services such as Application development, integration, testing, training and, initial maintenance.

### 5. Notices

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

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

### 7. Scope of Supply

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

### 8. Delivery & Installation

- a) Subject to the conditions of the contract, the completion of services shall be in accordance with the delivery and completion schedule as specified in the work order.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

- 9. **Supplier's/ Selected Bidder's Responsibilities:** The Supplier/ Selected Bidder shall supply all services included in the scope of supply in accordance with the provisions of work order and/ or contract for execution of work order.



#### **10. Purchaser's Responsibilities**

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

#### **11. Rate Contract Price**

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

#### **12. Recoveries from Supplier/ Selected Bidder**

- a) Recovery of liquidated damages, penalties for non-adherence to SLA shall be made ordinarily from bills or Performance Security Deposit (as the case may be).
- b) The balance, if any, shall be demanded from the Supplier/ Selected Bidder and when recovery is not possible, the Purchase Officer shall take recourse to law in force.

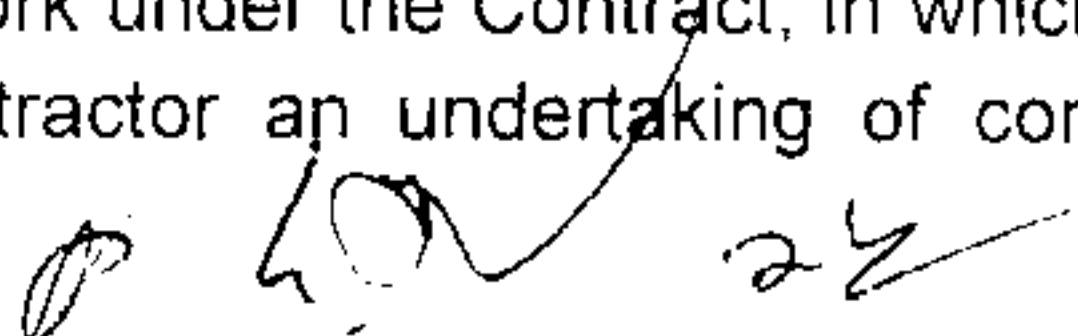
#### **13. Taxes & Duties**

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

- 14. Copyright:** The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the purchaser (BOR).

#### **15. Confidential Information**

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

 29

Selected Bidder.

- c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- d) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
- e) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

#### **16. Sub-contracting**

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

Subcontracts shall comply with the provisions of bidding document and/ or contract.

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

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



**contract.**

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

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

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

**18. Patent Indemnity**

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

- i. the usage of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- ii. the sale in any country of the products produced by the Goods.

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



supplier/ selected bidder, pursuant to the Contract.

- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the supplier/ selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the supplier's/ selected bidder's request, afford all available assistance to the supplier/ selected bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ selected bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the supplier/ selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

**19. Limitation of Liability:** Except in cases of gross negligence or willful misconduct: -

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

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

**21. Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its SD, PSD, LD, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires/ floods, epidemics, quarantine restrictions, and freight embargoes.

- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the BOR in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by BOR, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with BOR, BOR may take the case with the supplier/ selected bidder on similar lines.

## 22. Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
  - i. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

## 23. Termination

### 1. Termination for Default

- i. The tender sanctioning authority of BOR may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
  - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by BOR; or
  - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
  - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
  - d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If BOR terminates the contract in whole or in part, amount of EMD / 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.

### 2. Termination for Insolvency

BOR may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that



such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to BOR.

### 3. Termination for Convenience

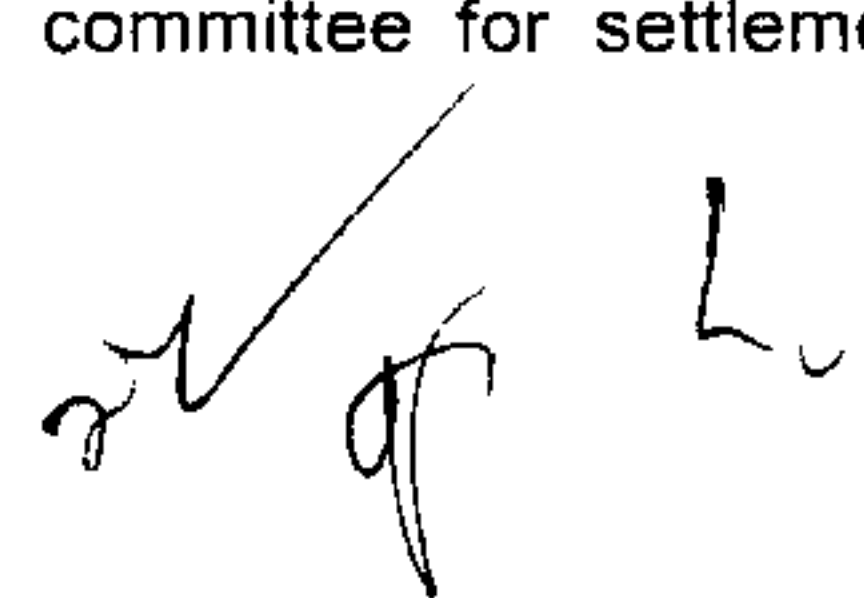
- i. BOR, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the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

## 24. Settlement of Disputes

- a) General: If any dispute arises between the supplier/ selected bidder and BOR during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier/ selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier/ selected bidder.
- b) Standing Committee for Settlement of Disputes: If a question, difference or objection arises in connection with or out of the contract/ agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the Registrar for decision, if the amount of the claim is more than Rs. 50,000/-.
- c) Procedure for reference to the Standing Committee: The supplier/ selected bidder shall present his representation to the Additional Registrar, BOR along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement/ Purchase Committee. From the side of the supplier/ selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the REGISTRAR shall announce its decision which shall be final and binding both on the supplier/ selected bidder and BOR.
- d) Legal Jurisdiction: All legal proceedings arising out of any dispute between both the parties regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

## 6. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

### 1) Payment Terms and Schedule





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

S.No.	Project Deliverables	Duration	Due Payment	Time
Web Application and Web Application Development				
1.	<ul style="list-style-type: none"><li>User Requirement Specification for Web Application</li><li>Software Requirement Specification</li><li>Technical Design Document</li></ul>	15 days	90% of the work order value	90 to 120 days of Agreement.
	<ul style="list-style-type: none"><li>Source Code in softcopy</li><li>Deploy the web application on staging server at RSDC</li></ul>	15 days		
	<ul style="list-style-type: none"><li>Deploy the web site at RSDC</li><li>Old Data migration</li><li>User Acceptance Certificate</li></ul>	15 days		
	<ul style="list-style-type: none"><li>Remove vulnerability till Safe to Host Certificate for security audit</li><li>Training Manual in soft copy</li></ul>	75 days		
	<ul style="list-style-type: none"><li>Implementation after Go live</li></ul>		Remaining 10%	
2.	FMS including upgradation, enhancement, maintenance activities.		Till One year after Go live with safe to host certification.	One Developer in BOR twice in a week for changes
3	Security audit changes are paid to RISL/ empaneled firm of GOI/GOR for security audit will borne by the Board of Revenue.			
(Facility Management Services (FMS) for newly developed Web Applications till one year)				

- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfillment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder, and the purchaser has accepted it.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this work order, will be deducted from the payments for the respective milestones.
- h) Taxes (work contract tax, service tax, VAT, income tax, etc.), as applicable, will be deducted at source.


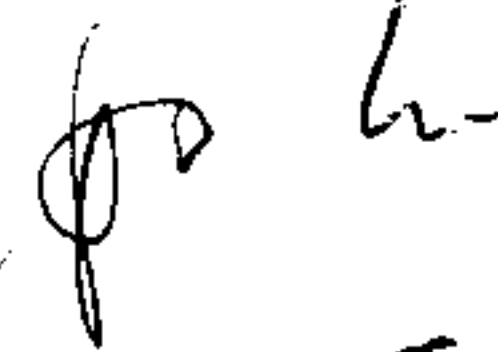

from due payments, as per the prevalent rules and regulations.

2) **Service Level Standards/ Requirements/ Agreement**

Service level for resolution of a bug/problem reported by BOR/Users during Operation and Maintenance of Web Application/Web Application/ (Facility Management Services (FMS) for newly developed Web Applications or Web Application till one year after Go live)

Sr. No.	Time to resolve complaint after lodging the complaint	
1.	Within one week of lodging the complaint	No penalty
	>One week of lodging the complaint	Rs. 100 per day per complaint for every 24 working hours passed after expiry of one week of lodging the complaint

- a) Maximum applicable penalty shall not exceed 10% (other than LD) of the total contract value. If the penalty exceeds maximum applicable penalty, BOR may terminate the contract.
- b) These penalties are in addition to Liquidated Damages (As per RFP) which may be imposed on late delivery of the defined deliverables.

**ANNEXURE-1: PRE-BID QUERIES FORMAT** {to be filled by the bidder}

To

Procuring entity

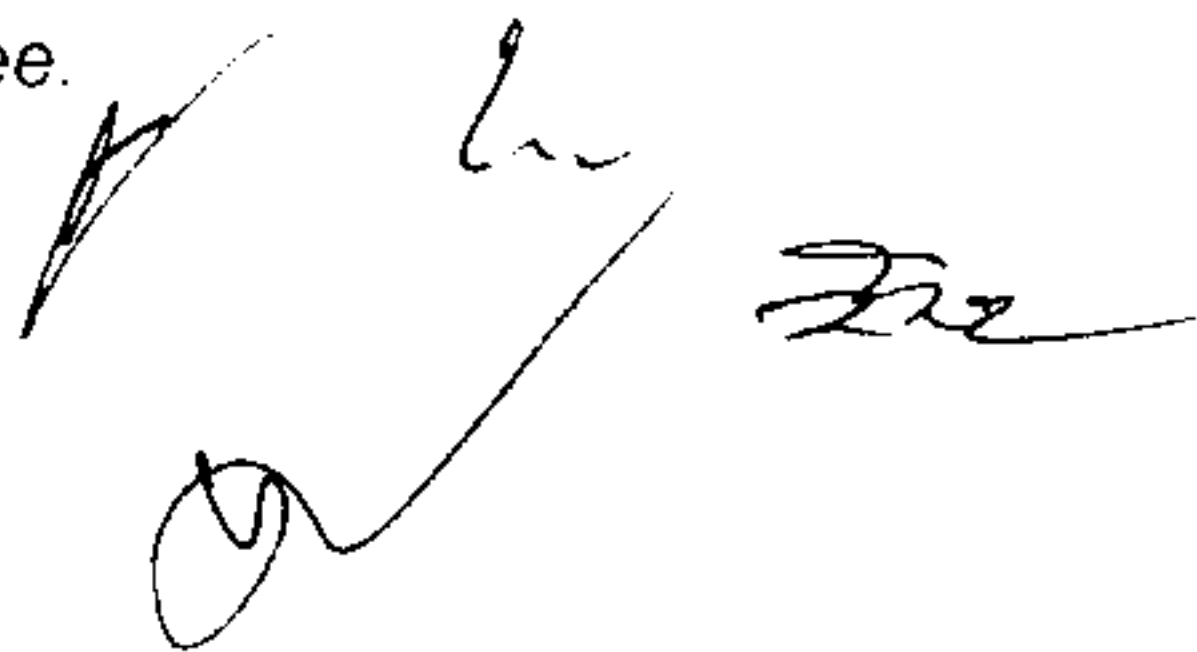
\_\_\_\_\_  
\_\_\_\_\_

Our details of eligibility criteria as follows:

- (1) Legal Entity (copy) ..... At page.....
- (2) Technical capability (copy) ..... At page.....
- (3) Bid document fee receipt No. ....
- (4) Bid Security Declaration at page no. ....
- (5) Tax Registration certificates
  - (a) copy of PAN card ..... at page .....
  - (b) copy of GST ..... at page .....
- (6) Mandatory Undertaking in
  - a) Annex. 3 ..... at page .....
  - b) Annex. 4 ..... at page .....
  - c) Annex. 5 ..... at page .....
  - d) Annex. 6 ..... at page .....
  - e) Annex. 7 ..... at page .....
  - f) Annex. 8 ..... at page .....

- (7) Bid is valid for the period .....

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 colored scanned copy of the receipt towards the submission of the bidding/ tender document fee.





## ANNEXURE-2: TENDER FORM

1) Addressed to:

Name of the Tendering Authority	Registrar
Address	Board of Revenue for Rajasthan Ajmer-305001 (Raj).
Telephone	0145-2627891
Tele Fax	0145-2427072
Email	<u>bor-rj@nic.in</u> (clearly mention the NIT no. in the subject of the mail)

2) Firm Details:

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
Type of Firm	Public	Private	Partnership	Proprietary
Put Tick( ) mark	Limited	Limited		
Telephone Number(s)				
Email Address/ Web Site	Email:		Web-Site:	
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation/Affiliatio if Any				

- 3) The requisite tender fee amounting to Rs. \_\_\_\_\_/- (Rupees <in words>)  
has been deposited vide receipt no. \_\_\_\_\_ dated \_\_\_\_.
- 4) The requisite EMD Declaration \_\_\_\_\_/- (Rupees <in words>)  
has been presented at page no. ....
- 5) We agree to abide by all the terms and conditions mentioned in this form issued by the  
Empanelment Authority and also the further conditions of the said notice given in the attached  
sheets (all the pages of which have been signed by us in token of acceptance of the terms  
mentioned therein along with stamp of the firm).

Date:

Name & Seal of the firm: \_\_\_\_\_

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

**ANNEXURE-3: BIDDER'S AUTHORIZATION CERTIFICATE** {to be filled by the bidder}

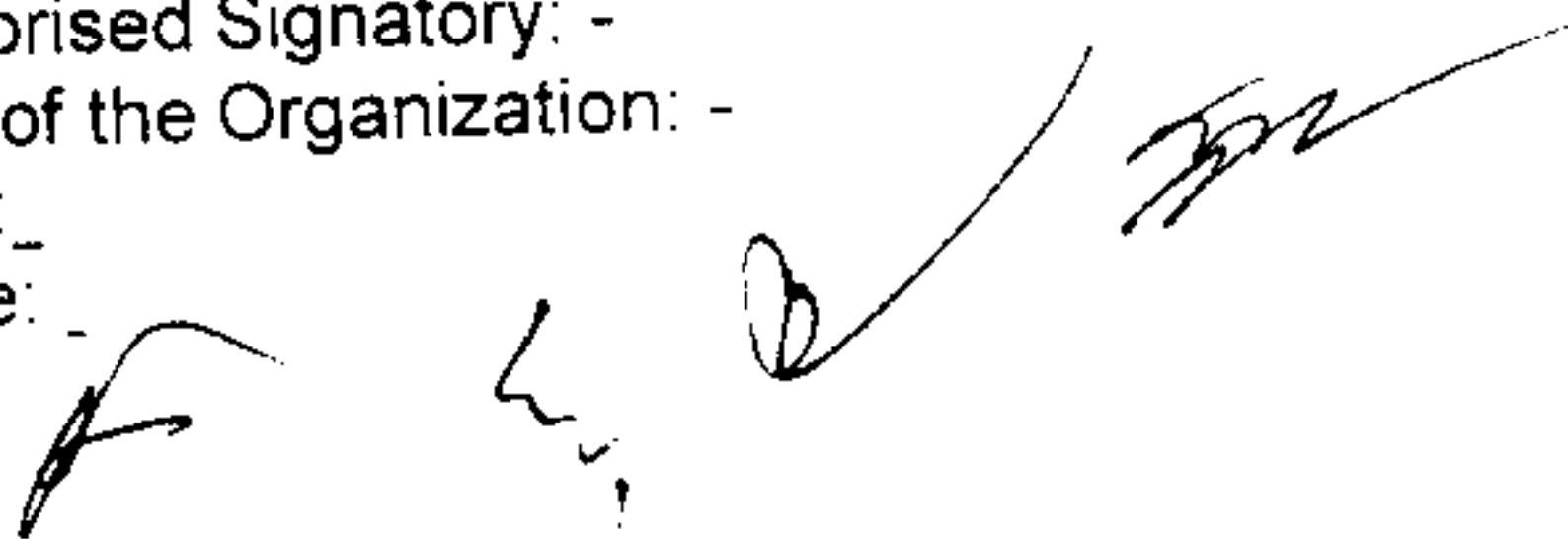
To,  
{Procuring entity},

\_\_\_\_\_  
\_\_\_\_\_

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

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date: \_\_\_\_\_  
Place: \_\_\_\_\_

The block contains several handwritten signatures and initials in black ink. There are four distinct marks: a stylized 'F' or 'A' on the left, a small 'L' or 'h' in the middle, a large checkmark-like signature, and a cursive signature on the right.

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

To,

{Procuring entity},

\_\_\_\_\_

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

- a) possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
- b) have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- d) does not have any previous transgressions with any entity in India or any other country during the last three years
- e) does not have any debarment by any other procuring entity
- f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- g) does not have, and our Registrars and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- h) does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- i) will comply with the code of integrity as specified in the bidding document.
- j) If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoR, my/ our security may be forfeited in full and our bid, to the extent accepted, may be cancelled.

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date: \_  
Place: \_





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

To,  
{Procuring Entity},

---

**CERTIFICATE**

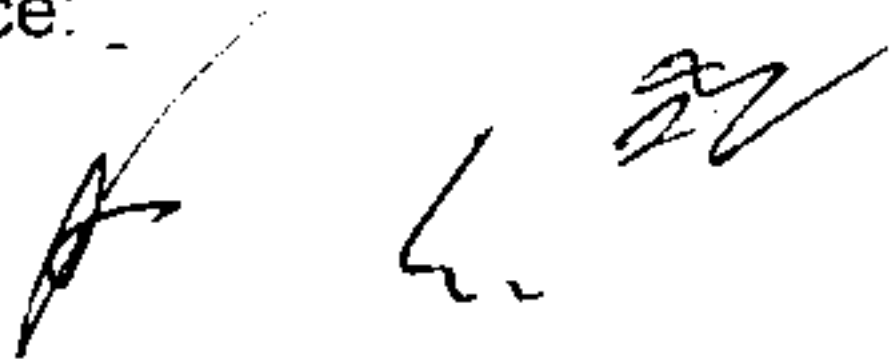
This is to certify that, the services which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications Also,

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

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

Thanking you,

Name of the Bidder: -  
Authorised Signatory: -  
Seal of the Organization: -  
Date: \_  
Place: \_

Handwritten signature and initials in black ink.

**ANNEXURE-6: FINANCIAL BID COVER LETTER & FORMAT COVER LETTER**

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

To,

{Procuring Entity},

\_\_\_\_\_

Reference: NIB No. : \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name: Designation:



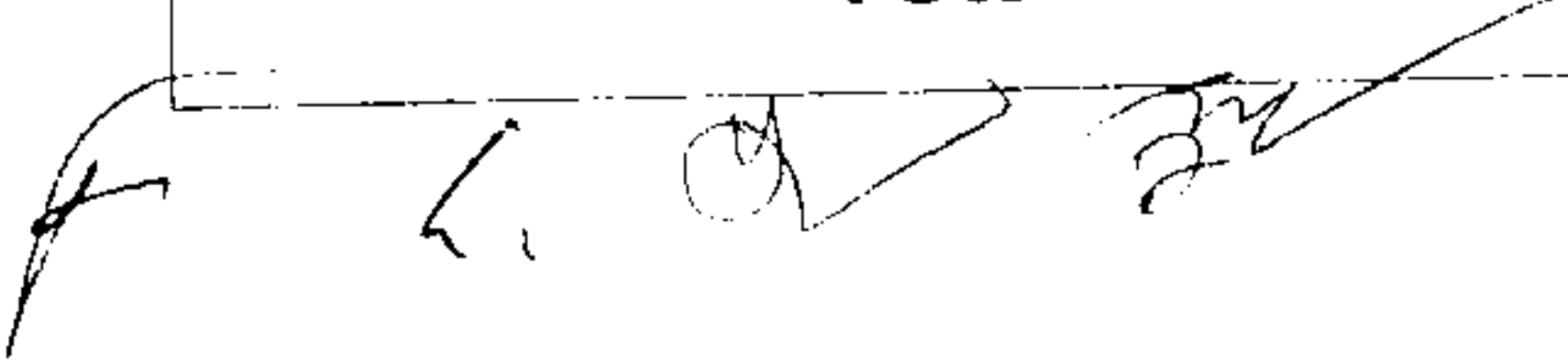
Financial Bid Format

Financial Bid

Sr. No.	Project Deliverables	Rate including all taxes, levies and duties	
		(In figures)	(In words)
A	B	C	
1(a)	<ul style="list-style-type: none"><li>• User Requirement Specification for Web Application</li><li>• Software Requirement Specification</li><li>• Design Document</li><li>• Source Code in softcopy</li><li>• Deploy the web site at RSDC</li><li>• Old Data migration</li><li>• User Acceptance Certificate</li><li>• Remove vulnerabilities till Safe to Host Certificate</li><li>• Training Manual</li></ul>		
1(b)	<ul style="list-style-type: none"><li>• Security audit changes as per DoIT&amp;c guidelines.</li></ul>		
Total #			

(Facility Management Services (FMS) for newly developed Web Applications till one year after Go live)


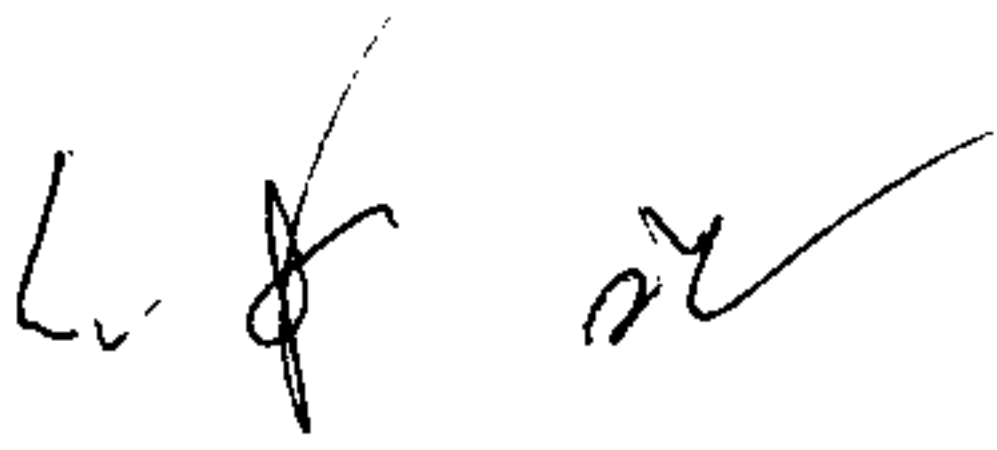
Sr. No.	Project Deliverables	Rate including all taxes, levies and duties	
		(In figures)	(In words)
A	B	C	
1.	One developer twice in a week in BOR for Facility Management Services (FMS) for newly developed Web Application till one year after Go live for maintenance, upgrade day to day requirement, enhancement the developed web application.		
Total *			





**Grand Total will be: - Total \* + Total #**

**Selection Method and Process for selecting bidder(s) for Rate Contract:** Selection Method shall be Least Cost Based Selection (LCBS) which shall be determined on the basis of lowest rates (L1) in the financial bid. i.e., Grand total mentioned above.

**ANNEXURE-7: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No ..... of .....  
Before the ..... (First/ Second Appellate Authority) .

1. Particulars of appellant:

- a) Name of the appellant: \_\_\_\_\_
- b) Official address, if any: \_\_\_\_\_
- c) Residential address: \_\_\_\_\_

2. Name and address of the respondent(s):

- a. <please specify> \_\_\_\_\_
- b. <please specify> \_\_\_\_\_
- c. <please specify> \_\_\_\_\_

3. Number and date of the order appealed against and name and designation of the officer/ authority who passed the order (enclose copy), or a statement of a decision, action or omission of the procuring entity in contravention to the provisions of the Act by which the appellant is aggrieved: <please specify>

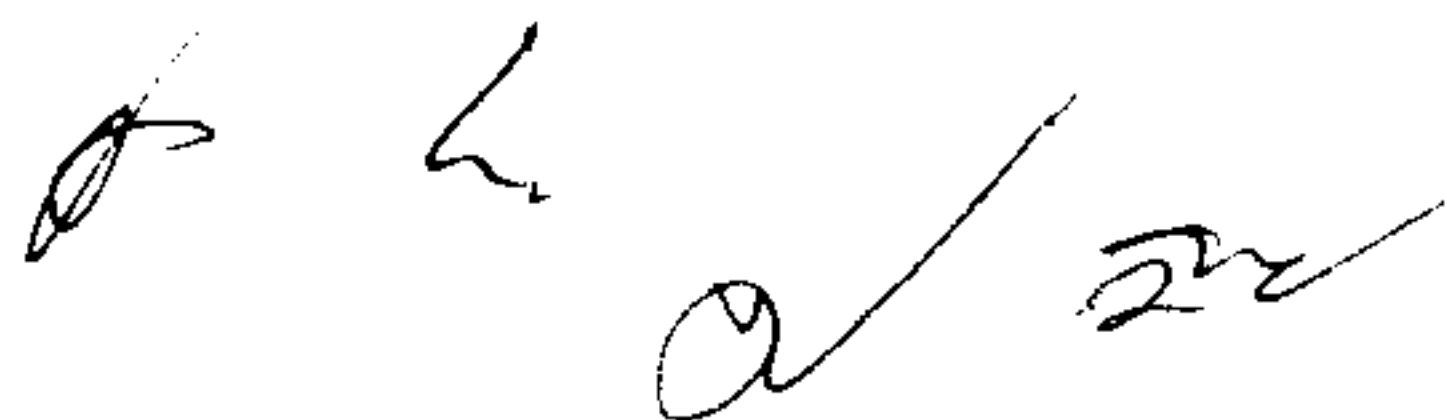
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative: <please specify>

5. Number of affidavits and documents enclosed with the appeal: <please specify>

6. Grounds of appeal (supported by an affidavit): <please specify>

7. Prayer: <please specify>

Place ..... Date .....



Appellant's Signature

## **ANNEXURE 9: FUNCTIONAL REQUIREMENT SPECIFICATIONS**

Board of Revenue for Rajasthan Ajmer wants a portal consisting for information interchange and collection among revenue offices, BoR & Revenue Department. Also collect information from district/tehsil level on timely basis through the web application portal.

Board's requirement is to create a new web-based application posted at RSDC, Jaipur. The final bidder will also remove all vulnerabilities occurred in web application till safe to host certificate.

The final bidder will provide Facility management services (FMS) to Board's newly developed application till one year from the day application goes live.

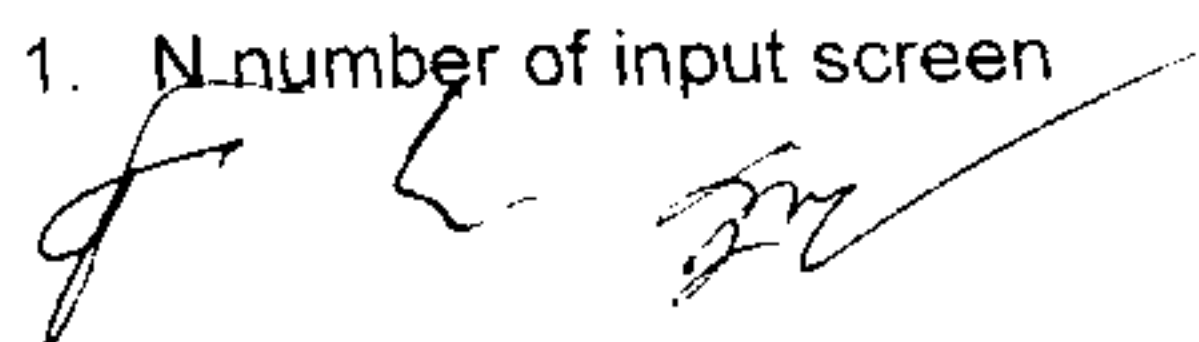
1. Revenue Information system for BOR/Revenue Department should be a web application and to be developed/ amendment in ASP.Net/Advanced Java/any other open-source latest technology-based web application (removal of vulnerability with security audit and safe to host according to IT policy) with back end SQL/Oracle/any other latest secure database format.
2. Revenue Information system for BOR/Revenue Department must have a development & necessary amendment according to BOR requirements in Source Code till UAT of BOR for Web application till Safe to Host. As, functional requirement finalization is continuous process hence necessary amendments as per BOR needs will be taken on time to time during software development period / AMC period.
- 3 Revenue Information system for BOR/Revenue Department should be developed according to the latest IT Policy, Govt. of Rajasthan.
4. (i) All entries in application which entered by user should be Latest **Unicode/Unified format** (bilingual). If possible then we can enter Hindi and English both fonts in a single field.  
(ii) Unicode solution & SQL conversion, Conversion of existing database.
5. Uniform date & time format should be in dd/mm/yyyy & hh:mm:ss
6. As per present requirements / necessity, new database tables will be created and implemented.
7. All manuals including Database design and operation of web application with screen should also be developed and submitted to BOR.

### **Functional Requirements:**

1. All static pages for web application of BOR will have to be prepared.
2. Registration process to create login/password facility for informer also to be developed in new application.
3. Alert messages through auto generated SMS/Email
4. Dashboard of existing web application should be amended according to BOR requirements.
5. Facility to Export online reports data into MS-Excel Sheet, PDF, MS word etc.

This web application may roughly have followings:

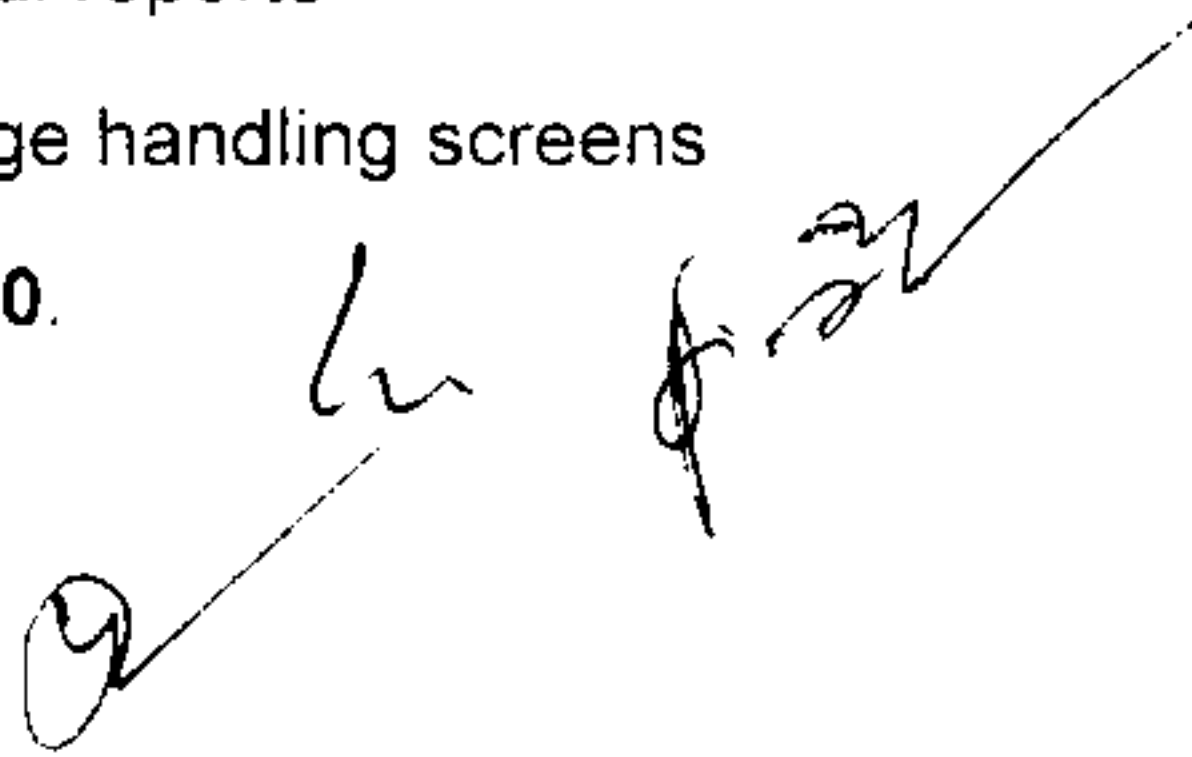
1. N.number of input screen





- a) Master screen
  - b) Land Reforms information screen
  - c) Review of land transfer matter screen
  - d) Mutation disposal /Record deposit /Seema-Gyan progress /Remaining Pension cases progress report screen
  - e) Review of ceiling information screen
  - f) Revenue court old cases Sec 91/90A/91(3)/91(6) and relevant screen.
2. N numbers of analytical reports
3. N numbers of user/page handling screens

**Note: N may vary upto 50.**

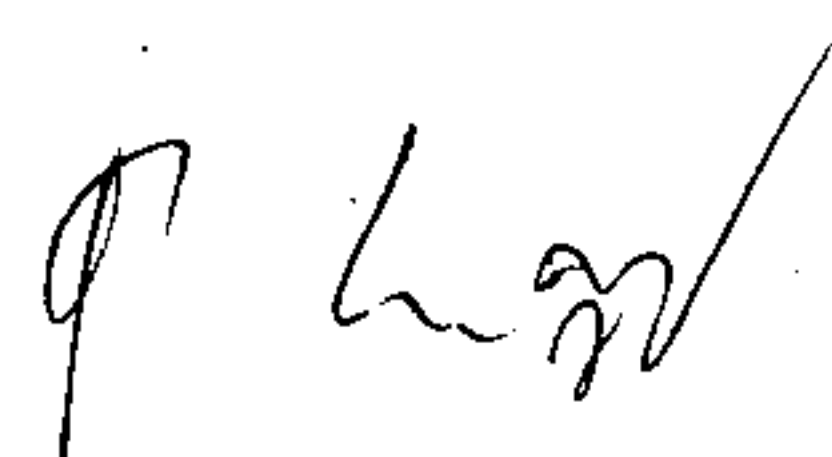
Handwritten signature and initials in black ink, appearing to be 'G' and 'L' followed by a flourish.

## **ANNEXURE-8: MINIMUM QUALIFICATION AND EXPERIENCE REQUIREMENT OF RESOURCES**

Depending upon the nature and complexity of the work/ project assigned to the selected firm/ bidder under the "Rate Contract", various technical resources would be required to be deployed on-site/ off-site by the firm/ bidder as per the details below.

S.No	Role	Desirable Qualification and Experience
1	Team Leader	<ul style="list-style-type: none"><li>□ B.E/ B.Tech/ MCA</li><li>□ Having at least 5 years of post-qualification relevant work experience in design and development of customized IT applications and Web Applications</li><li>□ 3 years experience working through the design, development, release (SDLC) cycle delivering Web Application application projects</li><li>□ Must have good understanding of Government Processes and IT automation initiatives in eGovernance Domain</li><li>□ Responsible for analyzing the designated organization and design of businesses and government departments, assess business models and their integration with technology, assess business requirements, functional requirements, user requirements, QoS requirements, implementation requirements, report specifications, traceability matrix, etc.</li></ul>
2	Web designer	<ul style="list-style-type: none"><li>□ Graduate with degree/diploma in Web designing/ Web Application Designing etc</li><li>□ 2 years of post-qualification relevant work experience</li><li>□ Expertise in use of designing tools like Flash, Registrar etc</li><li>□ Expertise in Image/Photo editing tools like Coral Draw/Photoshop, Paintshop, etc</li></ul>
3	Senior Developer/ Database Administrator	<ul style="list-style-type: none"><li>□ B.E/ B.Tech / Masters Degree (CS/ CA/ IT)</li><li>□ 5 years of post-qualification relevant work experience in IT application development projects in Java/ .Net etc</li><li>□ Web Technology: MS .NET 2.0 / JSP / J2EE / PHP/ Ruby / Perl / Python etc.</li><li>□ RDBMS: MS SQL / Oracle / Postgre SQL / MySQL</li><li>□ Assist the programmers and developers through designing, coding, testing, deploying, debugging, maintaining, and supporting client initiatives</li></ul>
4	Developer	<ul style="list-style-type: none"><li>□ B.E/ B.Tech / Masters Degree (CS/ CA/ IT)</li><li>□ 3 years of post-qualification relevant work experience in IT application development projects in Java/ .Net etc</li><li>□ Web Technology: MS .NET 2.0 / JSP / J2EE / PHP/ Ruby / Perl / Python etc.</li><li>□ RDBMS: MS SQL / Oracle / Postgre SQL / MySQL</li><li>□ Experience on working with MS Sharepoint CMS</li><li>□ Assist the programmers and developers through designing, coding, testing, deploying, debugging, maintaining, and supporting client initiatives</li></ul>

Note: Firm will depute a Developer in BOR computer section for two hours daily 2<sup>nd</sup> half in all working days for three months or till completion of work and one hour daily during implementation warranty to have till 31 march 2022.

 Seal & Sign

**ANNEXURE-10- MRRC Format**

Date:

प्राप्तांक	ग्रेडिंग	मूल्यांकन
≥	A+	उत्कृष्ट
≥	A	बहुत अच्छा
≥	B+	अच्छा
≥	B	औसत / संतुष्ट
<	C	असंतुष्ट



**ANNEXURE-11- COVERING LETTER FOR TECHNICAL BID**

Date:

[Signature of staff member or authorized representative of the staff] Day/Month/Year  
Full name of authorized representative:

To,  
Registrar,  
BOR, Ajmer  
Rajasthan

Reference: RFP No. ....Dated.....

Sir,

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated \_\_\_\_\_, and our proposal. We are hereby submitting our proposal, which includes this Technical proposal and Financial Proposal submitted. Our proposal is binding upon us. We understand that you are not bound to accept any Proposal you receive.

We hereby offer to provide the Services at the quoted rates mentioned in the Financial Bid.

We do hereby undertake, that, in the event of acceptance of our bid, the Services shall be provided as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

We enclose herewith the complete Technical Bid as required by you. This includes: This Bid Letter and Bid Particulars.

We agree to abide by our offer for a period of 90 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to this RFP and we do hereby undertake to provide services as per these terms and conditions.

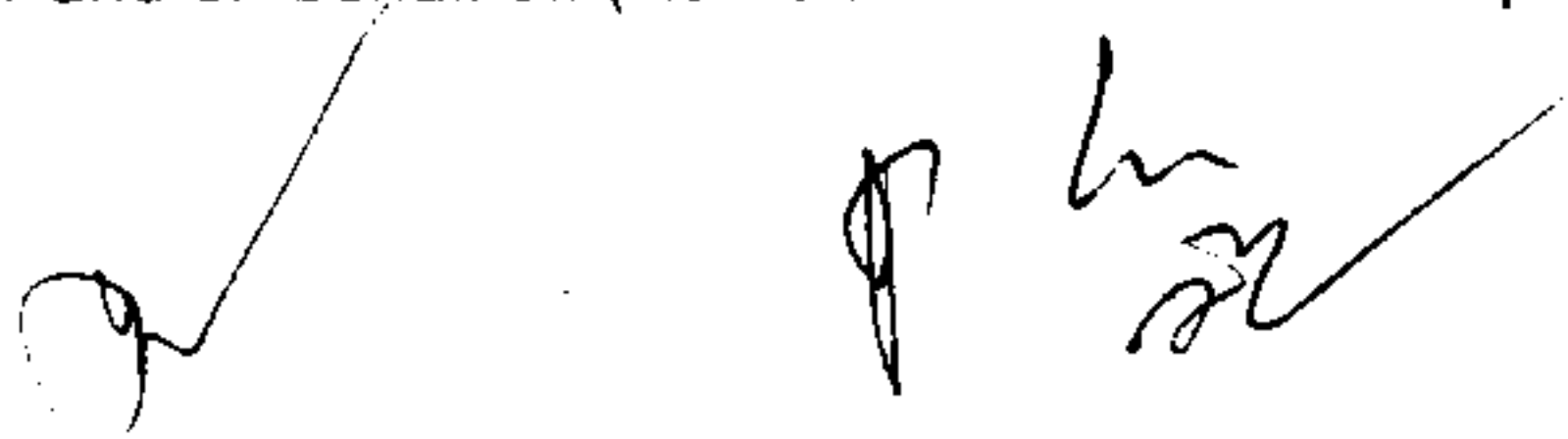
We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof or placement of letter of intent awarding the contract, shall constitute a binding contract between us.

Dated this DD/MM/YYYY (Signature) (In the capacity of)

Duly authorized to sign the Tender Response for and on behalf of: (Name and Address of Company) Seal/Stamp of bidder

Witness Signature: Witness Name:

Witness Address:



**ANNEXURE-12- FORMAT FOR PROVIDING SUMMARY OF EXPERIENCES**

Duration	Assignment Name and Brief description of main deliverables / outputs	Location of Assignment	Approx. Cost / Fee	Project	Role played in the assignment

2 of 4. 20

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

Unique Bid Reference No	राम/कसे/2021/ 2
NIB Reference No	राम/कसे/2021/ 2
Name & Address of the Procuring Entity	Registrar, Board of Revenue for Rajasthan, Ajmer.
Name & Address of the Project Officer In-charge (POIC)	System Analyst, Board of Revenue for Rajasthan, Ajmer.
Subject Matter of Procurement	Design, Development, Implementation and Maintenance <b>Revenue Information System Software</b>
Bid Procedure	Limited
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection from the technically qualified Bidders.
Web Applications for downloading Bidding Document, Corrigendum's, Addendums etc.	<a href="http://landrevenue.rajasthan.gov.in">http://landrevenue.rajasthan.gov.in</a> from date -02-2021
Estimated Procurement Cost	180000/- (One Lakh Eighty Thousand only)
Period of Sale of Bidding Document (Start/ End Date)	Start date 21/03/2021 05.00PM to End date 05/04/2021 05.00PM
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security*	..... upto 05.00 PM in a separate envelope to Registrar Board of Revenue Ajmer.
Date/ Time/ Place of Technical and Financial Bid Opening	<ul style="list-style-type: none"> <li>Date: 06/04/21 Time: 5.00 PM for Technical bid</li> <li>Date: 08/04/21 Time: 5.30 PM for Financial bid</li> <li>Place: Board of Revenue, Ajmer</li> </ul>
Bid Validity	90 days from the last date of bid submission

