



**Request for Proposal (RFP) document**  
**for**  
**Operation & Maintenance support of LITES Software for Justice Department, Government of Rajasthan**

[NIB No. <Ref. No.> F4.3(422)/RISL/Tech/2021/13812 dated 09.02.2021]

<b>Mode of Bid Submission</b>	Online though eProcurement/ e-Tendering system at <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>
<b>Procuring Authority</b>	Managing Director, RISL, First Floor, B-Block, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

**Bidding Document Fee: Rs. 1000/- (Rupees one thousand only)**

**RISL Processing Fee: Rs. 1000/- (Rupees one thousand only)**

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

**RajCOMP Info Services Limited (RISL)**

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

Phone: 0141- 5103902 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>, Email: [nitesh.jain@semt.gov.in](mailto:nitesh.jain@semt.gov.in)

## **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</b>	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation
<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. MD, RISL 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 be of three year starting Date of Issue of Work Order to completion of maintenance & implementation support services as given in the scope
<b>Day</b>	A calendar day as per GoR/ GoI.
<b>DeitY, GoI</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 Center
<b>FOR/ FOB</b>	Free on Board or Freight on Board

<b>GoI/ 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>ISI</b>	Indian Standards Institution
<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>NCB</b>	A bidding process in which qualified bidders only from within India are allowed to participate
<b>NIB</b>	Notice Inviting Bid
<b>Notification</b>	A notification published in the Official Gazette
<b>OEM</b>	Original Equipment Manufacturer
<b>PAN</b>	Permanent Account Number
<b>PBG</b>	Performance Bank Guarantee
<b>PC</b>	Procurement/ Purchase Committee
<b>PQ</b>	Pre-Qualification
<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>GST</b>	Goods and Service Tax
<b>Services</b>	Any subject matter of procurement other than goods or works and includes professional, intellectual service related to Maintenance and Implementation support service for Online Application as given in Scope of Work of the RFP document by the procuring entity and does not include appointment of any person made by any procuring entity classified or declared as such by a 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>State Government</b>	Government of Rajasthan (GoR)
<b>State Public Procurement Portal</b>	<a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>
<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>WO/ PO</b>	Work Order/ Purchase Order



**INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

NIB No: F4-3(422)/RISL/Tech/21/13812

Dated: 09-02-2021

Unique Bid No: RIS2021SL-OB00050

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"><li>• Name: Managing Director, RISL</li><li>• Address: Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li></ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	Name: Sh. Sanjay Singhal Designation: SA, Jt Director Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan) Email: <a href="mailto:ssinghal.doit@rajasthan.gov.in">ssinghal.doit@rajasthan.gov.in</a>
<b>Subject Matter of Procurement</b>	Operation & Maintenance support of LITES Software for Justice Department, Government of Rajasthan
<b>Bid Procedure</b>	Single-stage: Two part (envelop) open competitive bid procedure
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS)
<b>Websites for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	<ul style="list-style-type: none"><li>• Websites: <a href="http://sppp.raj.nic.in">http://sppp.raj.nic.in</a>, <a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a>, <a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a>, <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a></li><li>• Bidding document Fee: Rs. 1000/- (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li><li>• RISL Processing Fee: Rs. 1000/- (Rupees One Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".</li></ul>
<b>Estimated Procurement Cost</b>	Rs. 39,50,000 (Thirty Nine lakhs Fifty Thousand only)
<b>Bid Security and Mode of Payment</b>	<ul style="list-style-type: none"><li>• Amount: INR Rs. 79,000/- (Rs. Eighty thousand Only)</li></ul> For SSI units of Rajasthan, 25% of above mentioned value and for Sick Industries, other than SSI whose cases are pending with Board of Industrial and Financial Reconstruction, 50% of the above mentioned value
<b>Period of Availability of Bidding Document (Start/ End Date)</b>	<ul style="list-style-type: none"><li>• Start Date: 09/02/2021 at 05:00 PM</li><li>• End Date: 19/02/2021 at 11:00 AM</li></ul>
<b>Manner, Start/ End Date</b>	<ul style="list-style-type: none"><li>• Manner: Online at e-Procurement website</li></ul>



for the submission of Bid	<a href="http://eproc.rajasthan.gov.in">http://eproc.rajasthan.gov.in</a> <ul style="list-style-type: none"> <li>Start Date: 09/02/2021 at 05:00 PM</li> <li>End Date: 19/02/2021 at 11:00 AM</li> </ul>
Submission of Banker's Cheque/ Demand Draft for Processing Fee*	Upto 19/02/2021 at 11:15 AM at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> <li>Date: 19/02/2021</li> <li>Time: 11:30 AM</li> <li>Place: Board Room, First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li> </ul>
Date/ Time/ Place of Financial Bid Opening	Will be intimated to the qualified bidder
Bid Validity	90 days from the bid submission deadline
<p>Note:</p> <ol style="list-style-type: none"> <li>1) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.</li> <li>2) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.</li> <li>3) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.</li> <li>4) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.</li> </ol>	



**Addl Director**

## **1. PROJECT PROFILE & BACKGROUND INFORMATION**

### **✓ Project Profile**

The Justice Department of Government of Rajasthan was set up to monitor litigation to which the State is a party. The Department is working under the control and administration of the Principal Secretary (Justice) Rajasthan, The department plays an important role in bringing about the quantitative and qualitative improvement in the judicial issues of the state where state government is one of the party.

Important activities of Justice Department are:

- Litigation data management
- Evaluation system improves efficiency
- Speeds justice
- Access to information

Project objective is to use information and communication technologies to improve the management of cases and provide better services to various department to manage their cases. The main benefits of the projects are:

- On-line monitoring of progress of litigation
- Improved efficiency in handling cases
- Assessment of performance of GAs/LICs/OICs.
- To provide efficient and real time MIS in the judiciary for better decision making.

### **✓ About the Department**

The Justice Department was set up for the administration of court cases Government is one of the party. The department is situated in Secretariat, Jaipur and working under the control and administration of the Principal Secretary (Justice), Rajasthan, Jaipur.

## 2. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The bidder should be a company registered under Indian Companies Act</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A Limited Liability Partnership registered under Indian Limited Liability Partnership Act, 2008</p> <p>OR</p> <p>A Proprietorship firm registered under the Rajasthan Shops &amp; Commercial Establishments Act, 1958 or a similar Act of any other State/ Union, as applicable</p> <p>(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p>	Copy of Certificates of incorporation / Certificate of Registration
2.	Financial: Turnover from IT/ IteS	Annual Average Turnover of the bidder from IT/ ITeS for the last three financial years i.e. (from 2017-18 to 2019-20) as per the last published audited balance sheets), should be at least Rs. 80 lakhs	CA Certificate with CA's Registration Number/ Seal with UDIN
3.	Financial: Net Worth	The net worth of the bidder as per the last published balance sheet on 31-03-2020 should be Positive.	CA Certificate with CA's Registration Number/ Seal UDIN
4.	Technical Capability	The bidder must have successfully completed/ executing at least one project of Design, Development & Implementation of software application for any Government	{Work Completion Certificates from the client; OR OR



		<p>Department/ PSUs/ Any Government Organization in the period 01-Apr-2017 to last date bid submission of value more than 50 lakhs</p> <p>OR</p> <p>The bidder must have successfully completed/ executing at least two projects of Design, Development &amp; Implementation of software application for any Government Department/ PSUs/ Any Government Organization in the period 01-Apr-2017 to last date bid submission of value 30 lakhs each</p>	<p>Work Order + Phase Completion Certificate from the client showing acceptance of the solution))}</p>
5.	Technical Capability	Bidder should be SEI CMMi level 3 certified or higher as on last date of bid submission	Relevant documents
6.	Tax registration and clearance	<p>The bidder should have a registered number of</p> <ol style="list-style-type: none"> <li>1. GST where his business is located</li> <li>2. Income Tax / Pan number</li> </ol>	<ul style="list-style-type: none"> <li>• Copies of PAN</li> <li>• GST registration Certificate/ Number</li> </ul>
7.	Mandatory Undertaking	<p>Bidder should: -</p> <ol style="list-style-type: none"> <li>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;</li> <li>b) not have, and their directors and officers not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the</li> </ol>	<p>A Self Certified letter as per Annexure-3: Self-Declaration</p>

		<p>procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;</p> <p>c) not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) Comply with the code of integrity as specified in the bidding document.</p>	
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### 3. **SCOPE OF WORK AND BRIEF FUNCTIONAL REQUIREMENTS**

Scope of Work: The broad scope of work for the Selected bidder during the period of contract/ engagement would include:-

- Study of existing LITES application
- Support and Maintenance of Upgraded LITES Application
- Up-gradation of LITES Applications and when required

#### 1. **Study of existing LITES application:**

**Study of Existing LITES Application:** RISL has implemented the LITES Project for managing court cases and has the proprietary rights on source code (Technology used: -ASP with MS SQL Server 2012). The application is hosted on [lites.law.rajasthan.gov.in](http://lites.law.rajasthan.gov.in). Selected Bidders are required to visit and study the application before bidding. A format of the existing application is also provided in Annexure-9. The existing application has to be maintained and made changes as per the daily requirement of Justice Department.

**Preparations of different document-** Selected bidder shall interact with concerned officials and prepare a detailed document based on the study conducted.

#### 2. **Support and Maintenance of Upgraded Application**

Selected bidder shall provide maintenance support of three years from the date of work order, for the LITES application. This involves managing data, resolving coding errors/ data errors and minor changes in the developed application. Selected bidder shall deploy one developer (experience of 3+ year in relevant technology) at Client Location in Jaipur for resolution of bugs, errors and minor changes in the application.

#### ▪ **DELIVERABLES & TIMELINES**

- The Contract/ Project Period shall commence from the date of issue of Work order till completion of three (3) Year of Maintenance Support Services from the work order dates.
- The timelines and deliverables of the project are as given at clause “payment term & conditions”

3. **Up-gradation of LITES Application as when required:** The selected bidder will review the system and suggest for the necessary changes in the different modules/application, if any. The selected bidders will also ensure to optimize the application as per the increased requirements. The agency will also ensure the all new integrations of the application with the third party application as and when required. The agency will also ensure for the security guidelines to maintain the integrity of application. The detailed functionality is mentioned at Annexure-9.

- **Integration with other Application** – Selected Bidder may be directed to meet technical team of NIC & other departments and prepare functionality for pulling data related to Government Court Cases from the NIC & other department Application. Justice department shall provide the required help in coordinating between departments and Selected Bidder.
- **Maintenance of a mobile app**—A mobile application with functionality for following
  - i. Summary Report for Senior Management
  - ii. Case wise details history
  - iii. Case wise search

#### 4. **Training**

- Selected Bidder may be directed to conduct training sessions for the application at Justice Department, Jaipur as and when required. Training will contain functional part of application.

#### 5. **Roles & Responsibilities (Stakeholder-Wise)**



**a) Responsibilities of RISL**

The role of RISL in the successful implementation of the LITES includes discharging the following responsibilities:

- Coordinate with Justice Department and successful bidder.
- Conduct review meetings at regular intervals to monitor the progress of the project.
- Review technical documents submitted by the selected bidder.
- Co-ordinate with the RSDC Operator and other stakeholders of the project.
- Any other help/ assistance/ co-ordination required for the successful implementation and operations of the work/ project

**b) Responsibilities of Justice Department:**

The roles and responsibilities of the Justice Department shall be as follows: -

- To identify and appoint nodal officer(s) and nodal team for facilitating the project execution
- To ensure active participation from the Justice department.
- To take steps to mitigate any potential risks that might surface during the course of the project
- To provide necessary support during requirement gathering and explaining the functional requirements in detail to the selected bidder
- To do functional testing and required support to RISL in providing UAT sign-off.
- To provide physical data required to for migration.
- Bear costs incurred for MSDG as per DoIT&C Rajasthan policies.
- To conduct technical reviews, audits of technical work being performed by RISL/ Selected bidder

**4. INSTRUCTION TO BIDDERS (ITB)****1) Format and Signing of Bids**

- a) The bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- b) The bid shall be typed or written in ink and it's all the pages shall be signed by the bidder or a person duly authorised to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorisation shall consist of a written confirmation as per "**Annexure-4: Certificate of Conformity/ No-Deviation**" of the bidding document and shall be attached to the technical bid.
- c) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

**2) Sealing and Marking of Bids**

- a) Bidders may submit their bids by post or by hand delivery in one large single envelope.
- b) The inner and outer envelopes shall: -
  - a. bear the name and complete address along with telephone/ mobile number of bidder, bear the NIB and any additional identification marks as specified in the bidding document; and
  - b. bear a warning not to be opened before the time and date for bid opening, in accordance with the NIB.

- c) If all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
- d) A Single stage-Two part/ envelope system shall be followed where: -
- Technical Bid, including fee details and all the eligibility documents, should be enclosed in one sealed envelope
  - Financial Bid should be enclosed in second sealed envelope
  - The envelopes containing the technical and financial bid shall then be enclosed in one large single outer envelope.
- e) The technical bid, including all the eligibility documents, shall consist of the following documents: -

S. No.	Documents Type	Document Format
1.	Covering Letter – Technical Bid	On bidder's letter head duly signed by authorized signatory
<b>Fee Details</b>		
2.	Bidding document Fee (Tender Fee)	Proof of submission
3.	Bid Security	Instrument/ Proof of submission
<b>Eligibility Documents</b>		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure-2
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause
<b>Technical Documents</b>		
6.	Certificate of Conformity/ No Deviation	As per Annexure-4

- f) Financial bid shall include the following documents: -

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

### 3) Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.

- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the sealed technical bid.
  - c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids.
  - d) The bid security may be given in the form of a banker's cheque or demand draft of a scheduled bank.
  - e) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
  - f) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
    - a. when the bidder withdraws or modifies its bid after opening of bids;
    - b. when the bidder does not execute the agreement, if any, after placement of supply/ work order within the specified period;
    - c. when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
    - d. when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
    - e. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
  - g) No interest shall be payable on the bid security.
- 4) **Deadline for the submission of Bids**
- a) Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the NIB.
  - b) Normally, the date of submission and opening of bids would not be extended.
- 5) **Late Bids**
- a) The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.
  - b) Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as "Late" and returned unopened to the bidder by registered post.
- 6) **Receipt and Custody of Bids**
- a) The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.
- 7) **Withdrawal, Substitution, and Modification of Bids**



- a) A Bidder may withdraw, substitute, or modify its bid after it has been submitted by sending a written Notice, duly signed by an authorized signatory, and shall include a copy of the authorization. The corresponding substitution or modification of the bid must accompany the respective written Notice. All Notices must be: -
  - i. submitted in accordance with the bidding document, and in addition, the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
  - ii. Received by the procuring entity prior to the deadline prescribed for submission of bids.

#### 8) Opening of Bids

- a) The sealed bid box shall be opened by the bid opening committee constituted by the procuring entity at the time, date and place specified in the bidding document in the presence of the bidders or their authorised representatives, who choose to be present.
- b) The bids shall be opened by the bids opening committee in the presence of the bidders or their authorised representatives who choose to be present.
- c) All envelopes shall be opened one at a time and the following details shall be read out and recorded: -
  - a. the name of the bidder and whether there is a substitution or modification;
  - b. the bid prices (per lot if applicable);
  - c. the bid security, if required; and
  - d. any other details as the committee may consider appropriate.

After all the bids have been opened, they shall be initialled and dated on the first page of the each bid by the members of the bids opening committee. All the pages of the price schedule and letters, Bill of Quantities attached shall be initialled and dated by the members of the committee. Key information such as prices, delivery period, etc. shall be encircled and unfilled spaces in the bids shall be marked and signed with date by the members of the committee. The original and additional copies of the bid shall be marked accordingly. Alterations/ corrections/ additions/ over-writings shall be initialled legibly to make it clear that such alteration, etc., were existing in the bid at the time of opening.

#### 9) Selection Method:

- a) The selection method is Least Cost Based Selection (LCBS or L1).

#### 10) Evaluation & Tabulation of Financial Bids

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

- a) the process of opening, marking and signing on the financial bids shall be as prescribed above.
- b) the names of the bidders, the efforts of different resources given by them and conditions put, if any, shall be read out and recorded;

- c) conditional bids are liable to be rejected;
- d) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial bids and recommend the lowest offer for acceptance to the procuring entity
- e) The members of bids evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.
- f) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

#### **11) 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.

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

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

#### **13) Acceptance of the successful bid and award of contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful bid.
- b) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- c) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
- d) The bid security of the bidders whose bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.



**14) Procuring entity's right to accept or reject any or all bids**

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

**15) Right to vary quantity**

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 20% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the bid and the bidding documents.
- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.
- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract. Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
  - a. 50% of the quantity of the individual items and 20% of the value of original contract in case of works; and
  - b. 50% of the value of goods or services of the original contract.

**16) Performance Security**

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be 5% of the amount of supply order including GST in case of procurement of goods and services. In case of Small Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
  - a. Bank Draft of a scheduled bank;
  - b. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;

- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

#### 17) Execution of agreement

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

#### 18) Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
  - a. Prohibiting
    - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
    - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;

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

#### 19) Interference with Procurement Process

A bidder, who: -

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

#### 20) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
- a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
- b. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :  
First Appellate Authority: Secretary/Commissioner, DoIT&C, GoR  
Second Appellate Authority: Principal Secretary, DoIT&C, GoR
- f) Form of Appeal:
- a. Every appeal under (a) and (c) above shall be as per Annexure-8 along with as many copies as there are respondents in the appeal.
- b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.



- b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
  - a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
  - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
    - i. hear all the parties to appeal present before him; and
    - ii. peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
  - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

#### 21) 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.

#### 22) 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.

#### 23) Offenses by Firms/ Companies

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

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

- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
  - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co- operative society, trust or other association of individuals; and
  - b. "director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

#### **24) 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.

**25) Monitoring of Contract**

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

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

### **Definitions**

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

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

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

### **1) Contract Documents**

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

### **2) Interpretation**

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

### **3) 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.



#### **4) 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.

#### **5) Scope of Supply**

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

#### **6) Delivery & Installation**

- a) Subject to the conditions of the contract, the delivery and completion of the services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply/ shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.

#### **7) Supplier's/ Selected Bidder's Responsibilities**

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

#### **8) 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.

#### **9) Contract Price**

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

**10) Recoveries from Supplier/ Selected Bidder**

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

**11) Taxes & Duties**

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- b) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent.

**12) 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 RISL, or, if they are furnished to the Purchaser directly or through the Supplier/ Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

**13) 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 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.
- c) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - i. the Purchaser or Supplier/ Selected Bidder need to share with Department of College Education or RISL or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;

- iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

#### **14) Specifications and Standards**

- a) All services supplied shall strictly conform to the specifications, trademark laid down in the bidding document and other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards.

#### **15) Rejection**

- a) Articles not approved during UAT or testing shall be rejected and will have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of Department of College Education work, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.
- c) The rejected articles shall be removed by the supplier/ bidder/ selected bidder within 15 days of intimation of rejection, after which Purchase Officer shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the selected bidder's risk and on his account.

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

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery 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 recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
  - iii. Normally, extension in delivery period of service in following circumstances may be considered without liquidated damages:
    - a. When delay has occurred due to delay in supply of drawings, designs, plans etc. if the department of college education or RISL 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 service etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
  - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
  - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
  - vi. If Justice Department or RISL is in need of the 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 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: -

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% of the contract value.
- iii. \*The percentage refers to the payment due for the associated work/ goods/ service.

### 17) 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 supply of service by the supplier/ selected bidder or the use of the service/ software in the country where the Site is located; and

Such indemnity shall not cover any use of the software 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 software 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.

#### **18) Limitation of Liability**

Except in cases of gross negligence or wilful misconduct: -

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

#### **19) Force Majeure**

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that 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 RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.
- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the Department of College Education or Department of Sanskrit Education or RISL, the Department of College Education or Department of Sanskrit Education or RISL may take the case with the supplier/ selected bidder on similar lines.

## **20) Change Orders and Contract Amendments**

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause “Notices” above, to make changes within the general scope of the Contract
- 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 services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

## **21) Termination**

### **a) Termination for Default**

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

- d. If the supplier/ selected bidder commits breach of any condition of the contract.
- ii. If RISL terminates the contract in whole or in part, amount of PSD may be forfeited.
- iii. Before cancelling a contract and taking further action, advice of senior most finance person available in the office and of legal adviser or legal assistant posted in the office, if there is one, may be obtained.

**b) Termination for Insolvency**

RISL may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

**c) Termination for Convenience**

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

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

### a) Payment Terms and Schedule

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

#### 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: -

Sr. No	Deliverable	Milestone	Billable Amount
1	Support & Maintenance of LITES application Satisfactorily service report from any off stakeholder i.e. RISL/DoIT&C/Justice Department	To be submitted after every 6 month(s)	For 1 <sup>st</sup> year :- 100% of Cost of “support and maintenance of LITES Software for 1 <sup>st</sup> years as per the scope of work” (Sl.no.1 of Table 1) to be paid in 2 equal half-yearly instalments  For 2 <sup>nd</sup> year :- 100% of Cost of “support and maintenance of LITES Software for 2 <sup>nd</sup> years as per the scope of work” (Sl.no.2 of Table 1) to be paid in 2 equal half-yearly instalments  For 3 <sup>rd</sup> year :- 100% of Cost of “support and maintenance of LITES Software for 3 <sup>rd</sup> years as per the scope of work” (Sl.no.3 of Table 1) to be paid in 2 equal half-yearly instalments
2	Main Month for change request	Submission of completion report or UAT	100% of cost of work order which will be given for approved Man-Month efforts as per (Sl.no.4 of Table 1) to be paid after completing the milestone and submission of required deliverable

- ✓ **Taxes & Duties:** The TDS, GST etc., if applicable, shall be deducted at source/ paid by RISL as per prevailing rates.
- ✓ **Copyright:** The copyright of the complete code developed by the Service provider shall remain vested in the RISL
- ✓ **Confidential Information:** The Service Provider shall keep confidential and shall not, without the written consent of the RISL shall 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

#### 2) Change Requests/ Management

- b) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee may set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- c) RISL may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -

- ✓ Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
  - ✓ The method of deployment, shipping or packing.
  - ✓ Schedule for Installation Acceptance.
  - ✓ The place of delivery and/or the services to be provided by the bidder.
- d) The change request/ management procedure will follow the following steps: -
- ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL.
  - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.
  - ✓ Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc shall be taken into account for total man-month estimation to carry out the s/w development resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.
  - ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
  - ✓ Verification of the change - The change will be verified by RISL on implementation of the change request.
- e) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.
- f) While approving any change request, if required, RISL may ask the bidder to deploy the required resources on-site.
- g) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RISL change order which shall not be unreasonably withheld or delayed.
- h) The Change Control Committee shall give final approvals on proposed Change Requests (if any) based on the man-month rates and effort estimation, during the course of the project. Payments towards the change requests (if any) shall be efforts estimated and per man month rates quoted in the financial bid.
- i) In case the, Contract Monitoring Committee (CMC) finds the services provided by the successful bidder to be satisfactory and intends to increase the Support and Maintenance of LITES Application, RISL can do this as per the rate given by the bidder in the financial bid.

**3) Service level standards:** Service level standards and applicable penalties for the project are as per following

✓ **Bug/Issue resolution after 'Post Go-Live ':**

Sr. No	Measurement Parameter	Downtime in a Quarter	Penalty
1	Time for resolution of issues/problems faced in the LITES Application	1 day	No Penalty
2		>1 day and < 2 days	Rs1000/- per incident
3		>2 days and < 3 days	Rs2000/- per incident
4		>3 days and < 4 days	Rs3000/- per incident
5		>4 days and < 5 days	Rs5000/- per incident





Maximum Penalty in any quarter shall not be greater than 20% of the applicable quarterly payment, beyond which purchaser can take actions for breach of SLA/ termination of contract.

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

Name of the Company/Firm: \_\_\_\_\_

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

*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.*



**ANNEXURE-2: 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: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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

**ANNEXURE-3: 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/ Director/ Auth. Sign.of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_, at the time of bidding,: -

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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



**ANNEXURE-4: CERTIFICATE OF CONFORMITY/ NO DEVIATION** {to be filled by the bidder}

To,

{Procuring Entity},

\_\_\_\_\_

**CERTIFICATE**

This is to certify that, the specifications of Software which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the requirement 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: \_\_\_\_\_



**ANNEXURE-5: Deleted**



**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 and Technical requirement, 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 as mentioned in the financial bid.

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

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

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

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

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

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

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



Date:

Authorized Signatory

Name:

Designation:

### Financial Bid Format

Table-1

S. no. (A)	Description of Resource Required (B)	Qty (C)	Unit including all taxes, levies and duties except GST (D)	GST on Column D(F)	Total Cost including GST (F = C*D+F)
1.	Support and maintenance of LITES Software for 1 <sup>st</sup> years from the date of work order as per the scope of work	1			
2.	Support and maintenance of LITES Software for 2 <sup>nd</sup> years from the date of work order as per the scope of work	2			
3.	Support and maintenance of LITES Software for 3 <sup>rd</sup> years from the date of work order as per the scope of work	3			
4.	Composite Man Month rate	20			
<b>Total value of the financial bid</b>					

**ANNEXURE-7: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}**

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, YojanaBhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

Purchaser is desirous of appointing an agency for "Maintenance and Implementation Support Services for Online Admission Application" as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated \_\_\_\_\_ of <NIB No \_\_\_\_\_>.

And whereas

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

And whereas

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

And whereas

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

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

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

Work” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.

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

• Delay up to one fourth period of the prescribed delivery period & successful completion of work	2.5%
• Delay exceeding one fourth but not exceeding half of the prescribed delivery period & successful completion of work	5.0%
• Delay exceeding half but not exceeding three fourth of the prescribed delivery period & successful completion of work	7.5%
• Delay exceeding three fourth of the prescribed delivery period & successful completion of work	10.0%

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
  - ii. The maximum amount of agreed liquidated damages shall be 10%.
  - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
  - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
- 6. Service level standards:** Service level standards and applicable penalties for the projectare as per following

**Service level standards:** Service level standards and applicable penalties for the projectare as per following

Bug/Issue resolution after 'Post Go-Live ':

Sr. No	Measurement Parameter	Downtime in a Quarter	Penalty
1	Time for resolution of issues/ problems faced in the DCE Application	1 day	No Penalty
2		>1 day and < 2 days	Rs 1000/- per incident
3		>2 days and < 3 days	Rs 2000/- per incident
4		>3 days and < 4 days	Rs 3000/- per incident

5		>4 days and < 5 days	Rs 5000/- per incident
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Maximum Penalty in any quarter shall not be greater than 20% of the applicable quarterly payment, beyond which purchaser can take actions for breach of SLA/ termination of contract.

- All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2017.

Signed By:	Signed By:
( ) Designation: Company:	Managing Director, RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
( ) Designation: Company:	( ) Designation:
( ) Designation: Company:	( ) Designation:

**ANNEXURE-8: 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: <please specify>
- b. Official address, if any: <please specify>
- c. Residential address: <please specify>

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

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

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

## 4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative:&lt;please specify&gt;

## 5. Number of affidavits and documents enclosed with the appeal:&lt;please specify&gt;

## 6. Grounds of appeal (supported by an affidavit):&lt;please specify&gt;

## 7. Prayer:&lt;please specify&gt;

Place .....

Date .....

Appellant's Signature



## **Annexure-9: Details about LITES Application**

1. Functional interfaces built into LITES Application is given below:

### **I. Functional**

#### **User Management:**

- CRUD (Create/Read/Update/Delete) operation of user should be created for management of users.
- Access control for each user should be managed by the system
- Log has to be maintained for all the operations (Entry/Update/Delete System Date and User ID)
- Integration with SMS, E-Mail gateway with the new modules, if developed for Communication with set of users through SMS, Mail should be made in the system for different type of users
- Create users for new added department as and when required

#### **Case Management:**

- New File number for each case has is being generated.
- All the correspondence with concerned people should be managed by system
- Communication through SMS integration is needed in the system for all concerned (Through MSDG gateway).
- System have option to save all case related scanned documents.
- Unique id is being given for all correspondence
- System is managing appointment of officer-in-charge and government advocate.
- Functionality for entering and tracking payments made to OIC/Government advocate and other stakeholders in the system
- Functionality for entering and tracking TA/ DA payments in the system
- MIS Reporting feature is required related to each case/OIC/Govt Advocate/Payments etc
- All the letters has been generated by the system itself. The department may direct to make more templets.
- All the reports shall have the functionality for downloading the data indifferent formats like pdf, excel, word etc. with the use of SSRS
- Automated SMS facilities to all concerning OIC related to dates and activities of the case
- Provision for all the cases which are decided at Admission stage has been made in the software.
- System have provision for managing cases of national commission like Consumer forum etc.
- Priorities of cases is being managed by the system.
- System is able to manage the sub-matters.
- Sub-category for case type also has been defined in the system.
- An automatic reminder in the form of email/SMS/Reports also is being managed by the system.
- New MIS reports like monthly summary/daily summary/weekly summary also has to be provided by the system.
- System should manage all the stay orders passed by courts
- New functionality for following has been developed and may need modification in the future
  - ✓ Cases Transfer Module
  - ✓ Cases Without Case No
  - ✓ Cases Decided on Ist Hearing
  - ✓ Advocate Details and MIS related to Success of advocates
  - ✓ Pre Alert Letters generation
  - ✓ Reminder Generation
  - ✓ Pre court settlement cases
  - ✓ Dash boards for each type of user login
  - ✓ Cases Final Deletion Module
  - ✓ Total case summary Reports
  - ✓ Review court summary (Law Deptt. Format)
  - ✓ Reply not filed pending upto 3 months
  - ✓ Reply not filed pending more than 3 months
  - ✓ Report of Stay orders
  - ✓ Cases pending for implementation of the court's orders

- ✓ Quarterly /monthly entry module (Entry & Reports)
- ✓ SSO login
- ✓ Add appellate, respondent, case abbreviation, court type
- ✓ Add hearing details
- ✓ Submit the form
- ✓ Modify case history
- ✓ Prepare reply file
- ✓ Payment module for Lawyers
- ✓ Tracking of High court cases & lower court cases through different integrations
- ✓ Lawyer, OIC court and case wise performance
- ✓ Tracking and monitoring of cases on the day to day basis on the state, district, department level
- ✓ More than 50 type of reports on different level
- ✓ Emails & messages send module at different level
- ✓ Dashboards
- ✓ Generation OIC & Lawyer appointment orders in hindi&english

## II. Number of Users, Expected Datasize –

- Number of OICs- 10,000 scalable to 1 Lakhs
- Total Number of Case Expected – 10 lakhs scalable to 50 Lakhs

### Application Deployment Details

Sr No.	Item Description	Dedicated/Share	Type/ Specification
1	Application Server	Shared	16 Core, 64 GB RAM Server with f IIS
2	Database Server	Shared	16 Core, 64 GB RAM Server with MS SQL

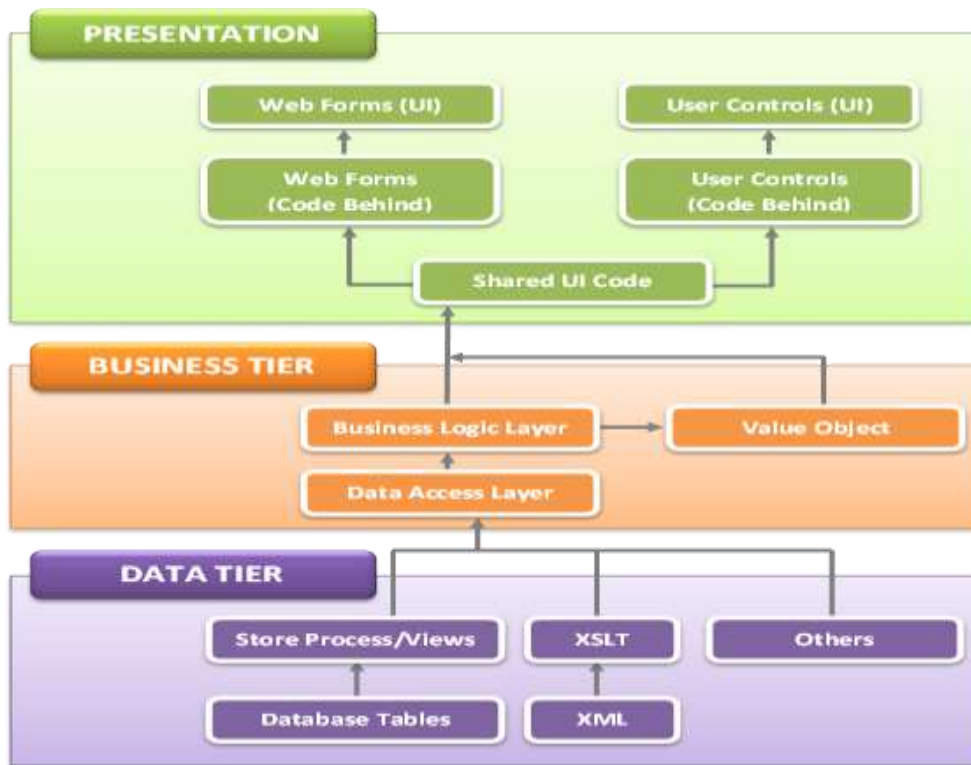
### **Application Architecture**

Strategic objective of the project is to monitor the court cases of Govtdepartments

3-Tier Architecture

A 3-tier application is a program which is organized into three major disjunctive tiers. These tiers are:

- Presentation Tier (Front-end)
- Logical or Business Tier (Middleware)
- Data Tier (Backend)



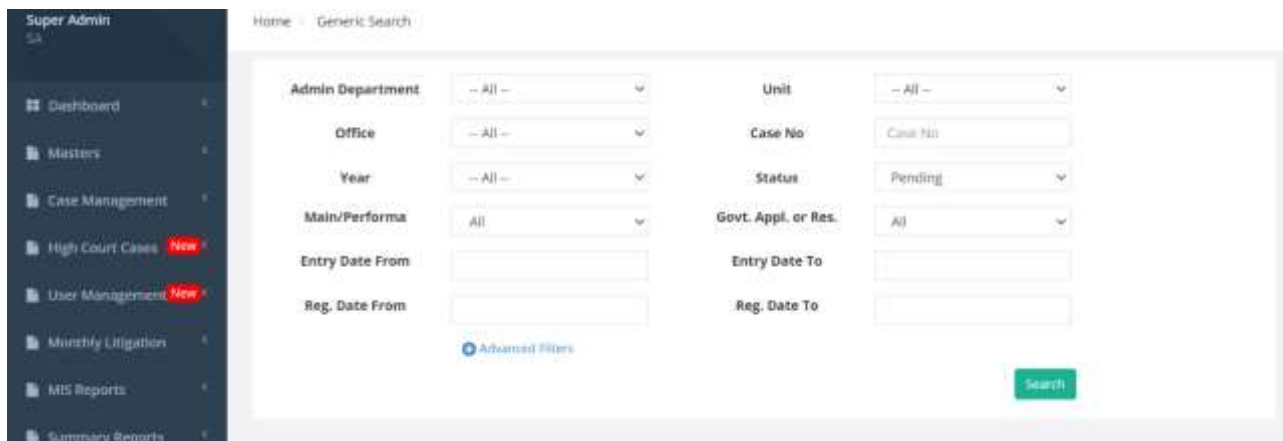
## Platform: ASP.NET

ASP.NET is a unified Web development model that includes the services necessary for you to build enterprise-class Web applications with a minimum of coding. ASP.NET is part of the .NET Framework, and when coding ASP.NET applications we have access to classes in the .NET Framework.

## Database Architecture

In development of LITES application, MS SQL is used as backend database to store data pertaining to operations / transactions. While design and development of the database schema, we will ensure proper implementation of RDBMS concepts – i.e. required level of data normalization as per the business and reporting requirements along with required primary keys, foreign keys and indexes to ensure data integrity. Here, anticipated schema of proposed OAP portal database, that we have designed based on our understanding, is displayed in following figure. The reports are developed in SSRS report format

## Generic Search facility



The screenshot displays the 'Generic Search' interface of the LITES application. On the left, a dark sidebar menu lists various system functions. The main area features a search form with multiple filters organized in two columns. The filters include dropdown menus for 'Admin Department', 'Office', 'Year', 'Main/Performa', 'Unit', 'Status', and 'Govt. Appl. or Res.', as well as text input fields for 'Case No.', 'Entry Date From', 'Entry Date To', 'Reg. Date From', and 'Reg. Date To'. A link for 'Advanced Filters' is located below the first column of filters. A green 'Search' button is positioned at the bottom right of the search area.

Master

Case Management

Case Registration(1)

Case Lawyer & OIC(2)

Case Hearing(1)

Case Decision(1)

Case Contempt(2)

Case Without Case No

Decided on 1st Hearing

Case Documents

Case Appointment Request

High Court Cases

Pre Litigation

User Management

Monthly Litigation

MTL Reports

Summary Reports

Detail Reports

Analysis Reports

Generate Case Report

Admin Dept:

Office

Court Race

Abbreviation

Case No

Category

Subject Matter

Govt. Appellant or Respondent

Does the Litigation involve any policy of Govt./ important policies/orders of administrative dept. with wider ramifications?

Priority Code

Reg. Date

Main Person

Date of submission of Case for filing by Deptt to AAG

Whether application under Sec. 5 of Limitation Act filed

Remark

Link With Other Case

Unit

Court Type

Court

Case Year

File No

SubCategory

Sub Matter

Finance on Stake(Rs.)

Does the Litigation involve any policy of Govt./ any amendment in act/ any policy decision of administrative department?

Sub Priority

WACPNs

Group

Date of filing Case in Court by AAG

Respondent

Green

Enter Registration Date

Main\_Party

Enter Date

Enter Date

Enter Remarks

Select Case No

Abbreviation

Case Year

Court Name

Court Type Name

Place Name

Cancel

Save