



AJMER DEVELOPMENT AUTHORITY

REQUEST FOR PROPOSAL (RFP)

FOR

Maintenance, upgradation of application modules for Ajmer development Authority ,Ajmer including facility management, Hosting services, Network operational control, Server management support and operational services of all existing modules for period of 2 Years

Bidding Document
Procurement of Services: Single Stag Two Envelopes (Two parts Bid)

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AJMER DEVELOPMENT AUTHORITY, AJMER

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NIT No:-46/2018-19

Date:- 22-02-2019

Notice Inviting Request for Proposal (RFP)

(For Publication on www.sppp.rajasthan.gov.in & www.eproc.rajasthan.gov.in & website of ADA)

Unconditional online bids are invited for Maintenance, upgradation of application modules for Ajmer development Authority, Ajmer including facility management, Hosting services, Network operational control, Server management support and operational services of all existing modules for period of 2 Years

The bidder, who meets the eligibility criteria mentioned in RFP and evaluated as the most preferred bidder as per the RFP document, shall be considered for award of contract.

Tentative Cost of Work/Services	Rs. 48 lacs
Cost of RFP document (Non-Refundable)	Rs.1000/- (Rupees One Thousand only).
Processing Fee (Non-Refundable)	Rs.1000/- (Rupees One Thousand only).
Earnest Money Deposit (Refundable)	Rs.96000/- (Rupees Ninty Six Thousand only).
Request for Proposal Download start Date & Time	22/02/2019 5.00 PM
Websites for downloading request for Proposal	http://sppp.rajasthan.gov.in http://eproc.rajasthan.gov.in http://urban.rajasthan.gov.in/content/raj/udh/ada-ajmer/en/home.html (ADA website)
Pre Bid meeting will be held on	05/03/2019 at 11.30 AM at ADA office. Ajmer
Request for Proposal Submission End Date & Time	19/03/2019 5.00 PM
Technical Bid Opening Date & Time	22/03/2018 at 11.30 AM
Bid submission start date and time	08/03/2019 10.00 AM
Last Date for Deposit Earnest Money	19/03/2019 at 5:00 PM
Last date for receiving queries	05/03/2019 at 10.00 AM
Financial Bid Opening Date and Time	Will be intimated in due course to after short listing of successful bidder in technical evaluation
Bid validity	Four months from the date of submission of bids
UBN Number	

1. The interested bidder may submit their proposals online along with online deposition of cost of RFP Rs.1000/- and Earnest Money Deposit of Rs.1,60,000/- (Rupees one Lakh Sixty Thousand only) and Processing fee Rs.1000/- (Rupees One Thousand Only) on the ADA website via online.
2. Bidder, who procured digital certificate as per IT Act 2000 to sign their electronic bids, shall submit their technical and financial offer online on above mentioned web side up to time and date mentioned herein above.
3. In case of the any bidder fails to deposit online on ADA website for tender fee, processing fee, and earnest money up to the Date and Time mentioned above, the bid of the respective bidder shall not be accepted.

4. The bidder shall have to submit a valid Goods & Service Tax Number from the concerned Department along with their proposal.
5. ADA reserves the right to accept any bid, or reject any or all bids, without assigning any reason thereof and without incurring any liability, whatever in favour of the bidder(s).

OIC (Computer), ADA

No.

Date

Copy to following for information:-

1. PS to Hon'ble Chairman ADA
2. PS to Commissioner ADA
3. Secretary ADA
4. Notice Board
5. Concerned officer for publication on **<http://sppp.rajasthan.gov.in>, <http://eproc.rajasthan.gov.in>, and ADA website.**

OIC (Computer), ADA

E-Tender document (Terms and condition)

ई-निविदा भरने हेतु एजेन्सी के लिये निर्देश

- 1 इन निविदाओं में भाग लेने के इच्छुक संविदा एजेन्सी संविदा एजेन्सी-प्रपत्रों को इन्टरनेट साईट <http://eproc.rajasthan.gov.in> से डाउन लोड कर सकते हैं।
- 2 निविदाओं में भाग लेने वाले संविदा एजेन्सियों को इन्टरनेट साईट <http://eproc.rajasthan.gov.in> पर रजिस्टर करवाना होगा। ऑन लाईन निविदा में भाग लेने के लिये डिजिटल सिग्नेचर सर्टिफिकेट (डीएससी) इनफोरमेशन टेक्नोलोजी एक्ट-200 के तहत प्राप्त करना होगा जो इलेक्ट्रॉनिकली सी.सी.ए द्वारा स्वीकृत एजेन्सी से प्राप्त कर सकते हैं। जिन निविदा दाताओं के पास पूर्व में वैध डिजिटल सिग्नेचर सर्टिफिकेट है, नया डिजिटल सर्टिफिकेट लेने की आवश्यकता नहीं है।
- 3 संविदा एजेन्सीओं को निविदा प्रपत्र इलेक्ट्रॉनिक फारमेट में उपरोक्त वेब साईट पर डिजिटल साईन के साथ प्रस्तुत करना होगा। जिनके प्रस्ताव डिजिटल साईन के साथ नहीं होंगे, उनके प्रस्ताव स्वीकार नहीं किये जायेंगे। कोई भी प्रस्ताव भौतिक फॉर्म में स्वीकार्य नहीं होगा।
- 4 ऑन लाईन निविदायें निर्धारित दिनांक एवं समय के अनुसार प्राप्त एवं खोली जायेगी।
- 5 कोई भी टेण्डर इलेक्ट्रॉनिकली जमा कराने में किसी कारण से लेट हो जाता है तो उसका जिम्मेदार विभाग नहीं होगा।
- 6 निविदा प्रपत्र की राशि रूपये 1000/- व आर.आई.एस.एल. प्रक्रिया शुल्क रूपये 1000/- व अमानत राशि 96 हजार रूपये को अजमेर विकास प्राधिकरण, अजमेर की विभागीय वेबसाईट के जरिये ऑनलाईन जमा कराना अनिवार्य होगा।
- 7 निविदा के सम्बन्ध में किसी भी प्रकार की जानकारी के लिये नरेन्द्र अजमेरा, अधीक्षण अभियन्ता, अजमेर विकास प्राधिकरण से कार्यालय समय में मोबाईल नम्बर - 8696900320 अथवा email- jmcnarendra@gmail.com अथवा पवन कुमार मेघवाल, सूचना सहायक मोबाईल नम्बर - 7023888144 पर सम्पर्क किया जा सकेगा।
- 8 प्रि-बिड से सम्बन्धित प्रश्नों को ajmerada@gmail.com एवं jmcnarendra@gmail.com पर email करें।
- 9 निविदा में भाग लेने वाले संवेदको को प्राधिकरण में स्थापित सॉफ्टवेयर सिस्टम को भली भंति परीक्षण करके निविदा में भाग लेने की अपेक्षा की जाती है। बाद में इस सम्बन्ध में कोई आक्षेप मान्य नहीं होगा।

टेण्डर के प्रपत्रों में आवश्यक सभी सूचियों को सम्पूर्ण रूप से भरकर <https://eproc.rajasthan.gov.in> ऑनलाईन दर्ज करे।

SECRETARY
AJMER DEVELOPMENT AUTHORITY,
AJMER

Section I: Instructions to Bidders

Contents

- 1 General
- 2 Contents of Bidding Document
- 3 Preparation of Bids
- 4 Submission and Opening of Bids
- 5 Evaluation and Comparison of Bids
- 6 Award of Contract
- 7 Grievance Handling Procedure during Procurement
Process (Appeals)
- 8 Appendix A : Grievance Handling Procedure during
Procurement Process (Appeals)

1. General			
1.1	Scope of Bid	1.1.1	In support of the Invitation to Request for Proposal(RFP) indicated in the Bid Data Sheet (BDS), the Procuring Entity as indicated in the BDS ,issues this RFP for the procurement of works as named in the BDS and as specified in Section V, Procuring Entity’s Requirements.
		1.1.2	Throughout this Request for Proposal: The term “in writing” means communicated in written form through letter, fax, e-mail etc. with proof of receipt. if the context so requires, singular means plural and vice versa; and “Day” means calendar day
1.2	Source of Funds	1.2.1	ADA
1.3	Code of Integrity	1.3.1	Any person participating in the procurement process shall,- i. not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process; ii. not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation; iii. not indulge in any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process; iv. not misuse any information shared between the Procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process; v. not indulge in 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; vi. not obstruct any investigation or audit of a procurement process; vii. disclose conflict of interest, if any; and viii. disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other Procuring Entity.
	Conflict of Interest	1.3.2	Conflict of Interest: A conflict of interest is considered to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. A Bidder may be considered to be in conflict of interest with one or more parties in this bidding process if, including but not limited to: i. have controlling partners/ shareholders in common; or ii. receive or have received any direct or in direct subsidy from any of them ;or iii. have the same legal representative for purposes of this Bid; or iv. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding this bidding process; or v. the Bidder participates in more than one Bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more

			<p>than one Bid; or</p> <p>vi. the Bidder or any of its affiliates participated as a consultant services that are the subject of the Bid; or</p> <p>vii. the Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as Engineer-in-charge/consultant for the Contract.</p>
			The Bidder shall have to give a declaration regarding compliance of the Code of Integrity prescribed in the Act, the Rules and stated above in this Clause along with its Bid, in the format specified in Section IV, Bidding Forms.
			Breach of Code of Integrity by the Bidder:- Without prejudice to the provisions of Chapter IV of the Rajasthan Transparency in Public Procurement Act, 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 action in accordance with the provisions of sub-section (3) of section 11 and section 46 of the Act.
1.4	Eligible Bidders – Technical Conditions	1.4.1	A Bidder may be a natural person, private entity, government-owned entity or, where permitted in the bidding documents, any combination of them with a formal intent to enter into an agreement
	Eligible Bidders – General conditions	1.4.2	A Bidder shall have the nationality of India.
		1.4.3	A Bidder should not have a conflict of interest in the procurement in question as stated in the Rule 81 and this Request for Proposal.
		1.4.4	A Bidder debarred under section 46 of the Act shall not be eligible to participate in any procurement process undertaken by any Procuring Entity, if debarred by the State Government; and a Procuring Entity, if debarred by such Procuring Entity.
		1.4.5	<p>i. Any change in the constitution of the firm, etc., shall be notified forth with by the Bidder in writing to the Procuring Entity and such change shall not relieve any former partner/member of the firm, etc from any liability under the Contract.</p> <p>ii. No new partner/partners shall be accepted in the firm by the Bidder in respect of the contract unless he/they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p>
		1.4.6	Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Entity, should the Procuring Entity request.
		1.4.7	In case a prequalification or empanelment or registration process has been conducted prior to the bidding process, this bidding shall be open only to the pre-qualified, empanelled or registered Bidders.
		1.4.8	Each Bidder shall submit only one Bid except in case of alternative bids, if permitted.

		1.4.9	The Bidder who is registered under the Sales Tax Act prevalent in India shall bid. VAT/ Sales Tax Clearance certificate from the Commercial Taxes Officer of the Circle concerned shall be submitted without which the Bid is liable to be rejected. He is also required to provide proof of Permanent Account Number (PAN) given by Income Tax Department.
2. Contents of Request for Proposal			
2.1	Sections of the Request for Proposal	2.1.1	The Request for Proposal consists of Parts I, II and III, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with ITB Clause 2.3 [Amendment of Request for Proposal]. Part I: Bidding Procedures Section I. Instructions to Bidders (ITB) Section II. Bid Data Sheet (BDS) Section III. Bidding Forms Part II: Requirements Section IV. Term of Reference (ToR) Part III: Contract Section VA. General Conditions of Contract (GCC) Section VB. Special Conditions of Contract (SCC) Section VI. Contract Forms (agreement)
		2.1.2	The Invitation for Request for Proposal (RFP) issued by the Procuring Entity is also part of the Request for Proposal.
		2.1.3	The Request for Proposal shall be uploaded on the e-procurement portal, eproc.rajasthan.gov.in along with the Notice Inviting Bids. The complete Request for Proposal shall also be placed on the State Public Procurement Portal, sppp.rajasthan.gov.in. The prospective Bidders may download the Request for Proposal from these portals. The price of the Request for Proposal and processing fee of e-bid shall have to be paid to the Procuring Entity in the amount and manner as specified in Bid Data Sheet and e-procurement portal.
		2.1.4	The Procuring Entity is not responsible for the completeness of the Request for Proposal and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal.
		2.1.5	The Bidder is expected to examine all instructions, forms, terms and specifications in the Request for Proposal. Failure to furnish all information or authentic documentation required by the Request for Proposal may result in the rejection of the Bid.
2.2	Clarification of Bid Document and Pre-Bid Conference	2.2.1	The Bidder shall be deemed to have carefully examined the conditions, Procurement Entity requirement etc. of the Works and Related Services to be provided. If any Bidder has any doubts as to the meaning of any portion of the conditions of BID DOCUMENT, it shall, before submitting the Bid, refer the same to the Procuring Entity and get clarifications. A Bidder requiring any clarification of the Bid Document shall contact the Procuring Entity in writing or e-mail at the Procuring Entity's address indicated in the BDS. The Procuring Entity will respond in writing or e-mail to any request for clarification. The clarification issued, including a description of the inquiry but without identifying its source shall also be placed on the State Public Procurement Portal and should the Procuring Entity deem it necessary to amend the Bid Document

			as a result of a clarification, it shall do so following the procedure under ITB Clause 2.3 [Amendment of Bid Document] through an addendum which shall form part of the Bid Document..
		2.2.2	The Bidder or his authorized representative is invited to attend the Pre- Bid Conference, if provided for in the BDS. The purpose of the Pre- Bid Conference will be to clarify issues and to answer questions on any matter related to this procurement that may be raised at that stage. If required, a conducted site visit may be arranged by the Procuring Entity.
		2.2.3	The Bidder is requested, to submit questions in writing, to reach the Procuring Entity before the date and time mentioned in the NIT preferably one day before the Pre-Bid Conference.
		2.2.4	Minutes of the Pre-Bid Conference, including the text of the questions raised, and the responses given, without identifying the source, will be transmitted promptly to all Bidders who attended the Pre-Bid Conference and shall also be placed on the State Public Procurement Portal and the e-procurement portal. Any modification to the Bid Document that may become necessary as a result of the Pre-Bid Conference shall be made by the Procuring Entity exclusively through the issue of an addendum (part of Bid document) and not through the minutes of the Pre-Bid Conference.
		2.2.5	At any time prior to the deadline for submission of the Bids, the Procuring Entity, suo motto, may also amend the Bid Document, if required, by issuing an addenda which will form part of the Bid Document.
		2.2.6	Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.
2. 3	Amendment of Bid Document	2.3.1	Any addendum issued shall be part of the Bid Document and shall be uploaded on the State Public Procurement Portal and the e-procurement portal.
		2.3.2	To give prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Entity may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB Sub-Clause 4.2 [Deadline for Submission of Bids], under due publication on the State Public Procurement Portal and the e- procurement portal and newspapers.
3. Preparation of Bids			
3.1	Cost of Bidding	3.1.1	The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
		3.1.2	The Bidder shall furnish the scanned attested copies of following documents with its Bid:- i. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm. ii. Address of residence and office, telephone numbers e-mail

			<p>address in case of sole Proprietorship.</p> <p>iii. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of a registered company and in case of any other statutory or registered body, certificate of incorporation or registration issued by concerned authorities. Power of attorney in favour of the person signing the Bid.</p> <p>iv. GST Registration to be submitted.</p>
3.2	Language of Bid	3.2.1	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Entity, shall be written in English/ Hindi or a language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages duly accepted by the Bidder in English/ Hindi or the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.3.3
3.3	Documents Comprising the Bid	3.3.1	The Bid shall comprise of two covers, one containing the Proposal and the other the Financial or Price Bid/ Proposal. One more cover containing scanned copies of proof of payment in form specified in Bid Data Sheet, of the price of Request for Proposal, processing fee and Bid Security/ Bid Securing Declaration shall be enclosed separately.
		3.3.2	The Proposal shall contain the following : <ul style="list-style-type: none"> i. proof of payment of price of Request for Proposal, processing fee, Bid Security, in accordance with ITB Clause 3.9; ii. written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 3.10; iii. documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's eligibility to bid; iv. documentary evidence in accordance with ITB Clause 3.7 establishing the Bidder's qualifications to perform the contract if its Bid is accepted; v. the Notice Inviting Bids; vi. any other document required in the BDS; and vii. others considered necessary to strengthen the Bid submitted.
		3.3.3	The Financial Bid/ Price Proposal shall contain the following : Financial Bid/ Price Proposal Submission Sheet and the applicable Price Schedules, in accordance with ITB Clauses 3.4, 3.5;
3.4	Bid Submission Sheets and Price Schedules	3.4.1	The Bidder shall submit the Financial Bid using the Bid Submission Sheets provided in Section III [Bidding Forms]. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
		3.4.2	The Bidder shall submit as part of the Financial Bid, the Price Schedules for Works, using the forms provided in Section III [Bidding Forms].
3.5	Bid Prices	3.5.1	<ul style="list-style-type: none"> i. rate must be quoted by the Bidder for all items of the Bill of Quantities. ii. a Schedule of Rates shall be specified in the Bid Data

			Sheet in order to regulate the amount to be added to or deducted from the fixed sum on account of additions and alterations not covered by the Contract. Payments shall be linked to various stages of completion of the Works specified in Activity Schedule given in Section II Bid Data Sheet .
		3.5.2	Prices quoted by the Bidder shall be fixed during the Bidder's Performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 5.7 [Responsiveness of Bids]. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a Bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
		3.5.3	All duties, taxes and other levies payable by the Bidder under the contract, or for any other cause, shall be included in the rates and prices, and the total Bid Price submitted by the Bidder. GST shall be paid extra.
3.6	Currencies of Bid.	3.6.1	The prices shall be quoted by the Bidder entirely in Indian Rupees unless otherwise specified in BDS. All payments shall be made in Indian Rupees only, unless otherwise specified in the BDS.
3.7	Documents Establishing the Eligibility of the Bidder	3.7.1	To establish their eligibility in accordance with ITB Clause 1.4 [Eligible Bidders], Bidders shall: complete the eligibility declarations in the Bid Submission Sheet and Declaration Form included in Section III [Bidding Forms];
3.8	Period of Validity of Bids	3.8.1	Bids shall remain valid for 120 days or the period specified in the BDS after the Bid submission deadline date as specified by the Procuring Entity. A Bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
		3.8.2	In exceptional circumstances, prior to the expiration of the Bid validity period, the Procuring Entity may request Bidders to extend the period of validity of their Bids. The request and the responses shall be made in writing. The Bid Security or a Bid Securing Declaration in accordance with ITB Clause 3.9 [Bid Security] shall also be got extended for thirty days beyond the dead line of the extended validity period. A Bidder may refuse the request without forfeiting its Bid Security or a Bid Securing Declaration. A Bidder granting the request shall not be permitted to modify its Bid.
3.9	Bid Security	3.9.1	Unless otherwise specified in the BDS , the Bidder shall furnish as part of its Bid, a Bid Security for the amount specified in the BDS .
		3.9.2	The Bid Security shall be deposited in the manner as described in NIT.
		3.9.3	In lieu of Bid Security, a Bid Securing Declaration shall be taken from Government Departments and State Government Public Sector Enterprises, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government, Public Sector Enterprises of Central Government. For the Bid Securing Declaration the Bidder shall use the form included in Section III [Bidding Forms].

		3.9.4	Scanned copy of Bid Security instrument or a Bid Securing Declaration shall necessarily accompany the sealed Bid. Any Bid not accompanied by Bid Security or Bid Securing Declaration, if not exempted, shall be liable to be rejected.
		3.9.5	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 this Bid. The Bid Security originally deposited may, however be taken into consideration in case Bids are re-invited.
		3.9.6	The issuer of the Bid Security and the confirmer, if any, of the Bid Security, as well as the form and terms of the Bid Security, must be acceptable to the Procuring Entity.
		3.9.7	Prior to submitting its Bid, a Bidder may request the Procuring Entity to confirm the acceptability of a proposed issuer of a Bid Security or of a proposed confirmer, if different than as specified in ITB Clause 3.9.2. The Procuring Entity shall respond promptly to such a request.
		3.9.8	The bank guarantee presented as Bid Security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the Procuring Entity from rejecting the Bid Security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or is under liquidation or has otherwise ceased to be creditworthy.
		3.9.9	The Bid Security of unsuccessful Bidders shall be refunded soon after final acceptance of successful Bid and signing of Contract Agreement and submitting Performance Security by successful Bidder pursuant to ITB Clause 6.4 [Performance Security].
		3.9.10	The Bid Security taken from a Bidder shall be forfeited in the following cases, namely:- i. when the Bidder withdraws or modifies his Bid after opening of Bids; or ii. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] after issue of letter of acceptance/ placement of Work order within the specified time period; or iii. when the Bidder fails to commence the Works as per Work Order within the time specified; or iv. when the Bidder does not deposit the Performance Security in accordance with ITB Clause 6.4 [Performance Security]; in the prescribed time limit after the work order is placed; v. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules or as specified in ITB Clause 1.3 [Code of Integrity]; or vi. if the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 5.5 [Correction of Arithmetical Errors].
		3.9.11	In case of the successful bidder, the amount of Bid Security may be adjusted in arriving at the amount of the Performance Security, or refunded if the successful bidder furnishes the full amount of Performance Security. No interest will be paid by the Procuring Entity on the amount of Bid Security.

		3.9.12	The Procuring Entity shall promptly refund the Bid Security of the Bidders at the earliest of any of the following events, namely:- i. the expiry of validity of Bid Security; ii. the execution of agreement for procurement and Performance Security is furnished by the successful bidder; iii. the cancellation of the procurement process; or iv. the withdrawal of Bid prior to the deadline for presenting Bids, unless the Request for Proposal stipulates that no such withdrawal is permitted.
3.10	Format and Signing of Bid	3.10.13	All pages of the Technical and Financial Bid shall be digitally signed by the Bidder or authorised signatory on behalf of the Bidder. This authorisation shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid.
4. Submission and Opening of Bids			
4.1	Sealing and Marking of Bids	4.1.1	Bidders shall submit their Bids to the Procuring Entity electronically only on the e-procurement portal, eproc.rajasthan.gov.in. In submission of their Bids, the Bidders should follow the step by step instructions given on the e-procurement portal.
		4.1.2	The Bidder shall enclose the Financial Bid and Proposal in separate covers. The proof of payment of price of Request for Proposal, processing fee and Bid Security shall be enclosed in separate cover. The price of Request for Proposal and Bid Security shall be paid in the name of the Procuring Entity and the processing fee shall be paid in the name of RISL.
4.2	Deadline for Submission of Bids	4.2.1	Bids shall be submitted electronically only upto the time and date specified in the Notice Inviting Bids and BDS or an extension issued thereof.
4.3	Withdrawal, Substitution and Modification of Bids	4.3.1	A Bidder may withdraw, substitute or modify its Bid after it has been submitted by submitting electronically on the e-procurement portal a written Withdrawal/ Substitutions/ Modifications etc. Notice on the e-procurement portal, duly digitally signed by the Bidder or his authorised representative, and shall include a copy of the authorisation in accordance with ITB Sub-Clause 3.10.1 [Format and Signing of Bid]. The corresponding Withdrawal, Substitution or Modification of the Bid must accompany the respective written Notice. All Notices must be received by the Procuring Entity on the e-procurement portal prior to the deadline specified for submission of Bids in accordance with ITB Sub-Clause 4.2. [Deadline for Submission of Bids].
		4.3.2	No Bid shall be withdrawn, substituted or modified in the interval between the deadline for submission of the Bid and the expiration of the period of Bid validity specified in ITB Clause 3.8.[Period of Validity of Bids] or any extension thereof.
4.4	Bid Opening	4.4.1	The electronic Technical and Financial Bids shall be opened by the Bids opening committee constituted by the Procuring Entity at the time, date and place specified in the Bid Data Sheet in the presence of the Bidders or their authorised representatives, who choose to be present.
		4.4.2	The Bids opening committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
		4.4.3	The Bidders may choose to witness the electronic Bid opening procedure online.

		4.4.4	The Bids opening committee shall prepare a list of the Bidders or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding Bidders' names and addresses. The authority letters brought by the representatives shall be attached to the list. The list shall be signed by all the members of Bids opening committee with date and time of opening of the Bids.
		4.4.5	The Bids opening committee shall conduct the electronic opening of Technical and Financial Bids of all Bidders who submitted the Proposals, in the presence of Bidders or their representatives who choose to be present at the address, date and time specified by the Procuring Entity.
		4.4.6	All covers containing the Technical/Financial Bids shall be opened one at a time and the following read out and recorded- i. the name of the Bidder; ii. whether there is a modification or substitution; iii. the Bid Prices; iv. any other details as the Bids opening committee may consider appropriate. After all the Bids have been opened, their hard copies shall be printed and shall be initialled and dated on the first page of 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, completion period, etc. shall be encircled and unfilled spaces in the Bids shall be marked and signed with date by the members of the Bids opening committee.
		4.4.7	The Bids opening committee shall prepare a record of opening of Technical/Financial Bids that shall include as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification, the Bid Price, any conditions, any discounts and alternative offers (if they were permitted). The Bidders or their representatives, who are present, shall sign the record. The members of the Bids opening committee shall also sign the record with date.
		4.4.8	The Financial Bids shall be kept unopened until the time of opening of the Financial Bids. The date, time, and location of electronic opening of the Financial Bids shall be intimated to the bidders who are found qualified by the Procuring Entity in evaluation of their Technical Bids.
5. Evaluation and Comparison of Bids			
5.1	Confidentiality	5.1.1	Information relating to the examination, evaluation, comparison, and post-qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidders or any other persons not officially concerned with such process until information on Contract award is communicated to all Bidders.
		5.1.2	Any attempt by a Bidder to influence the Procuring Entity in its examination of qualification, evaluation, comparison of the Bids or Contract award decisions may result in the rejection of its Bid, in addition to the legal action which may be taken by the Procuring Entity under the Act and the Rules.

		5.1.3	Notwithstanding ITB Sub-Clause 5.1.2 [Confidentiality], from the time of opening the Bid to the time of Contract award, if any Bidder wishes to contact the Procuring Entity on any matter related to the Bidding process, it shall do so in writing.
		5.1.4	In addition to the restrictions specified in section 49 of the Act, the Procuring Entity, while procuring a subject matter of such nature which requires the procuring Entity to maintain confidentiality, may impose condition for protecting confidentiality of such information.
5.2	Clarification of Technical and Financial Bids	5.2.1	To assist in the examination, evaluation, comparison and qualification of the Technical and Financial Bids, the Bid evaluation committee may, at its discretion, ask any Bidder for a clarification regarding his Bid. The committee's request for clarification and the response of the Bidder shall be in writing.
		5.2.2	Any clarification submitted by a Bidder with regard to his Bid that is not in response to a request by the Bid evaluation committee shall not be considered.
		5.2.3	No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetical errors discovered by the Bid evaluation committee in the evaluation of the financial Bids.
		5.2.4	No substantive change to qualification information or to a submission, including changes aimed at making an unqualified Bidder, qualified or an unresponsive submission, responsive shall be sought, offered or permitted.
5.3	Deviations, Reservations and Omissions in the Financial Bids	5.3.1	During the evaluation of the Financial Bids, the following definitions apply: <ul style="list-style-type: none"> i. "Deviation" is a departure from the requirements specified in the Request for Proposal; ii. "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Request for Proposal; and iii. "Omission" is the failure to submit part or all of the information or documentation required in the Request for Proposal.
5.4	Nonmaterial Non conformities in the Financial Bids	5.4.1	Provided that a Financial Bid is substantially responsive, the Procuring Entity may waive any nonconformities (with recorded reasons) in the Bid that do not constitute a material deviation, reservation or omission.
		5.4.2	Provided that a Financial Bid is substantially responsive, the Procuring Entity may request the Bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the Bid related to documentation requirements. Request for information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

5.5	Correction of Arithmetical Errors in Financial Bid	5.5.1	<p>Provided that a Financial Bid is substantially responsive, the Bid evaluation committee shall correct arithmetical errors during evaluation of Financial Bid on the following basis:</p> <ol style="list-style-type: none"> i. if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected; ii. if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and iii. if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (i) and (ii) above.
		5.5.2	<p>If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.</p>
5.6	Preliminary Examination of the Financial Bids	5.6.1	<p>The Procuring Entity shall examine the Financial Bids to confirm that all documents in ITB Sub-Clause 3.3 [Documents Comprising the Bid] have been provided, and to determine the completeness of each document submitted.</p>
		5.6.2	<p>The Procuring Entity shall confirm, following the opening of the Financial Bids, that the following documents and information have been provided :</p> <ol style="list-style-type: none"> i. Bid is signed, as per the requirements listed in the Request for Proposals; ii. Bid has been sealed as per instructions provided in the Request for Proposals; iii. Bid is valid for the period, specified in the Request for Proposals; iv. Bid is accompanied by Bid Security or Bid securing declaration; v. Bid is unconditional and the Bidder has agreed to give the required performance Security; vi. Price Schedules in the Financial Bids are in accordance with ITB Clause 3.4 [Bid Submission Sheets and Price Schedules]; vii. written confirmation of authorisation to commit the Bidder; viii. Declaration by the Bidder in compliance of Section 7 and 11 of the Act; and ix. other conditions, as specified in the Request for Proposal are fulfilled.
5.7	Responsiveness of the Financial Bids	5.7.1	<p>The Procuring Entity's determination of the responsiveness of a Financial Bid is to be based on the contents of the Bid itself, as defined in ITB Sub-Clause 3.3 [Documents Comprising the Bid].</p>

		5.7.2	A substantially responsive Financial Bid is one that meets without material deviation, reservation, or omission to all the terms, conditions, and specifications of the Request for Proposal. A material deviation, reservation, or omission is one that: (a) if accepted, would- i. affect in any substantial way the scope, quality, or performance of the Services specified in Section V - TOR ii. limits in any substantial way, inconsistent with the Request for Proposal ,the Procuring Entity’s rights or the Bidder’s obligations under the proposed Contract; or (b)if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.
		5.7.3	The Procuring Entity shall examine the aspects of the Bid in particular, to confirm that requirements of Section V, TOR have been met without any material deviation, reservation, or omission.
		5.7.4	If a Financial Bid is not substantially responsive to the Request for Proposal, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
5.8	Examination of Terms and Conditions of the Financial Bids	5.8.1	The Procuring Entity shall examine the Bids to confirm that all terms and conditions specified in the ITB and the TOR have been accepted by the Bidder without any material deviation or reservation.
		5.8.2	The Procuring Entity shall evaluate the aspects of the Bid submitted in accordance with ITB Clauses 3.3 [Documents Comprising the Bid] and to confirm that all requirements specified in ITB Clauses 6 .i [Procuring Entity’s Requirements] of the Request for Proposal.
5.9	Evaluation of Financial Bids	5.9.1	The Procuring Entity shall evaluate each Financial Bid.
		5.9.2	To evaluate a Financial Bid, the Procuring Entity shall only use all the criteria and methodologies defined in this Clause and in ITB clause 1.4, Eligibility conditions. No other criteria or methodology shall be permitted.
		5.9.3	To evaluate a Financial Bid, the Procuring Entity shall consider the following: i. the Bid Price quoted in the Financial Bid; ii. price adjustment for correction of arithmetical errors in accordance with ITB Clause 5.5 [Correction of Arithmetical Errors]; iii. Adjustment of bid prices due to rectification of nonmaterial nonconformities or omissions in accordance with ITB Sub Clause 5.4. [Nonmaterial Nonconformities in Bids], if applicable.
		5.9.4	If the Bid, which results in the lowest evaluated Bid Price, is considered to be seriously unbalanced, or front loaded, in the opinion of the Procuring Entity, the Procuring Entity may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the construction methods and schedule proposed. After evaluation of the rate analysis, taking into consideration, the schedule of estimated Contract payments, the Procuring Entity may require that the amount of the Performance security be increased at the cost of the Bidder to a level sufficient to protect the Procuring Entity against financial loss in the event of default of the successful

			Bidder under the Contract.
5.10	Comparison of Bids	5.10.1	The Procuring Entity shall compare all substantially responsive Financial Bids to determine the lowest-evaluated Financial Bid in accordance with ITB Sub-Clause 5.9 [Evaluation of Financial Bids].
5.11	Negotiations	5.11.1	To the extent possible, no negotiations shall be conducted after the pre-Bid stage. All clarifications needed to be sought shall be sought in the pre-Bid stage itself.
		5.11.2	Negotiations may, however, be undertaken only with the lowest Bidder under the following circumstances- <ul style="list-style-type: none"> i. When ring prices have been quoted by the Bidders for the subject matter of procurement; or ii. When the rates quoted vary considerably and considered much higher than the prevailing market rates.
		5.11.3	The Bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
		5.11.4	The lowest Bidder shall be informed about negotiations in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency, the Bid evaluation committee, after recording reasons, may reduce the time, provided the lowest Bidder has received the intimation and consented to holding of negotiations.
		5.11.5	Negotiations shall not make the original offer made by the Bidder inoperative. The Bid evaluation committee shall have option to consider the original offer in case the Bidder decides to increase rates originally quoted or imposes any new terms or conditions.
		5.11.6	In case of non-satisfactory achievement of rates from lowest Bidder, the Bid evaluation committee may choose to make a written counter offer to the lowest Bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest Bidder, then to the third lowest Bidder and so on in the order of their initial standing in the bid evaluation and work order be awarded to the Bidder who accepts the counter-offer.
		5.11.7	In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.
5.12	Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids	5.12.1	The Procuring Entity reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Contract award without assigning any reasons thereof and without there by incurring any liability to the Bidders.
6. Award of Contract			
6.1	Procuring Entity's Right to Vary Quantities	6.1.1	If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Request for Proposal due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Request for Proposal.
		6.1.2	Order for additional quantity of an item of the Works upto 50 percent of the original quantity of that item in the Bill of Quantities and for extra items not provided for in the Bill of Quantities may be

			given but the amount of the additional quantities and extra items, taken together, shall not exceed 50 percent of the Contract Price.
6.2	Acceptance of the successful Bid and award of contract	6.2.1	The Procuring Entity after considering the recommendations of the Bid Evaluation Committee and the conditions of Bid, if any, financial implications, samples, test reports, etc., shall accept or reject the successful Bid.
		6.2.2	Before award of the Contract, the Procuring Entity shall ensure that the price of successful Bid is reasonable and consistent with the required specifications.
		6.2.3	A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
		6.2.4	The Procuring Entity shall award the contract to the Bidder whose offer has been determined to be the lowest in accordance with the evaluation criteria set out in the Request for Proposal 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 Request for Proposal for the subject matter of procurement.
		6.2.5	Prior to the expiration of the period of validity of Bid, the Procuring Entity shall inform the successful Bidder in writing, by registered post or email, that its Bid has been accepted.
		6.2.6	If the issuance of formal letter of acceptance (LOA) 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 Request for Proposal.
6.3	Signing of Contract	6.3.1	In the written intimation of acceptance of its Bid sent to the successful Bidder, it shall also be requested to execute an agreement in the format given in the Request for Proposal on a non-judicial stamp of requisite value at his cost and deposit the Performance Security or a Performance Security Declaration, if applicable, within a period specified in the BDS or where the period is not specified in the BDS, then within fifteen days from the date on which the LOA or LOI is dispatched to the Bidder. In case the successful bidder is a JV still to be legally constituted, all parties to the JV shall sign the Agreement.
		6.3.2	If the Bidder, whose Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required Performance Security or Performance Security Declaration within the specified time period, the Procuring Entity shall forfeit the Bid Security of the successful bidder / execute the Bid Securing Declaration and take required action against it as per the provisions of the Act and the Rules.
		6.3.3	The Bid Security, if any, of the Bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful Bidder is signed and his Performance Security is obtained. Until a formal contract is executed, LOA or LOI shall constitute a binding contract.
6.4	Performance Security	6.4.1	Performance Security shall be solicited from the successful Bidder except State Govt. Departments and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of 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.
		6.4.2	The amount of Performance Security shall be five percent, or as specified in the BDS , of the amount of the Work Order. The currency of Performance Security shall be Indian Rupees, if otherwise not specified in BDS
		6.4.3	<p>Performance Security shall be furnished in one of the following forms as applicable-</p> <ul style="list-style-type: none"> (a) Bank Draft or Banker's Cheque of a Scheduled Bank in India; or (b) National Savings Certificates and any other script/instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or (c) Bank guarantee. It shall be verified from the issuing bank. Other conditions regarding bank guarantee shall be same as specified in ITB Sub-Clause 3.9 [Bid Security]; or (d) Fixed Deposit Receipt (FDR) of a Scheduled Bank. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
		6.4.4	Performance Security furnished in the form of a document mentioned at options (a) to (e) of Sub-Clause 6.4.3 above, shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the Bidder, including operation and / or maintenance and defect liability period, if any.
		6.4.5	Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Procuring Entity may either cancel the procurement process or if deemed appropriate, award the Contract at the rates of the lowest Bidder, to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.
		6.4.6	Forfeiture of Performance Security: Amount of Performance Security in full or part may be forfeited in the following cases:-

			<ul style="list-style-type: none"> i. when the Bidder does not execute the agreement in accordance with ITB Clause 6.3 [Signing of Contract] within the specified time; after issue of letter of acceptance; or ii. when the Bidder fails to commence the Works as per Work order within the time specified; or iii. when the Bidder fails to complete Contracted Works satisfactorily within the time specified; or iv. when any terms and conditions of the contract is breached; or v. to adjust any established dues against the Bidder from any other contract with the Procuring Entity; or vi. if the Bidder breaches any provision of the Code of Integrity prescribed for the Bidders specified in the Act, Chapter VI of the Rules and this Request for Proposal. vii. Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.
7. Redressal of Grievances during Procurement Process (Appeals)			
7	Grievance handling procedure during procurement process	7.1	Any grievance of a Bidder pertaining to the procurement process shall be by way of filing an appeal to the First or Second Appellate Authority, as the case may be, as specified in the BDS, in accordance with the provisions of chapter III of the Act and chapter VII of the Rules and as given in Appendix A to these ITB.

Appendix A: Grievance Handling Procedure during Procurement Process (Appeals)

(1) Filing an appeal

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 the Guidelines issued thereunder, he may file an appeal to First or Second Appellate Authority, as the case may be, as may be designated for the purpose, within a period of ten days from the date of such decision, action, or omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:

Provided that after the declaration of a Bidder as successful in terms of section 27 of the Act, the appeal may be filed only by a Bidder who has participated in procurement proceedings:

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.

(2) Appeal not to lie in certain cases

No appeal shall lie against any decision of the Procuring Entity relating to the following matters, namely:-

- a) determination of need of procurement;
- b) provisions limiting participation of Bidders in the Bid process;
- c) the decision of whether or not to enter into negotiations;
- d) cancellation of a procurement process;
- e) applicability of the provisions of confidentiality.

(3) Form of Appeal

- a) An appeal shall be in the annexed Form 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 authorized representative.

(4) 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.

(5) Procedure for disposal of appeals

- 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 sub-clause (c) above shall be placed on the State Public Procurement Portal.

FORM No. 1
[See rule 83]

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

Appeal Noof

Before the (First / Second Appellate Authority)

1. Particulars of appellant:

- i. Name of the appellant:
- ii. Official address, if any:
- iii. Residential address:

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

- i.
- ii.
- iii.

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:

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

5. Number of affidavits and documents enclosed with the appeal:

6. Grounds of appeal:

.....
.....
.....

(Supported by an affidavit)

7. Prayer:

.....
.....

Place

Date

Appellant's Signature

Bid Data Sheet

This section consists of provisions that are specific to each procurement and supplement the information or requirements included in Section I: Instructions to Bidders.

Section II: Bid Data Sheet

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1.	Introduction
ITB 1.1.1	The Procuring Entity is Secretary Ajmer Development Authority, Ajmer.
ITB 1.1.1	The Services to be procured are:- Maintenance, up gradation of application modules for Ajmer development Authority ,Ajmer including facility management, Hosting services, Network operational control, <u>Server management support and operational services of all existing modules for period of 2 Years</u>
ITB 1.2.1	The Expenditure on this subject matter of procurement will be met by ADA AJMER.
ITB 1.4.1	To submit proposal in response to this RFP, a bidder must satisfy the following conditions of eligibility: <ul style="list-style-type: none"> a. The bidder should be in operation for at least last 3 years involved in software development and undertaking IT projects of Facility Management basis. b. The bidder should have successfully completed at least 3 project each of value more than Rs. 0.50 crore for Municipal Corporations/Councils or Urban Development Authorities/ PSU / Semi Government institution of State Government/GOI in last 5 years c. The minimum average annual turnover of the bidder must be Rs. 1.00 crore during the last three financial years i.e. for the period of FY 2015-16, 2016-17 & 2017-18 in Software development, data processing and IT enabled services. Turnover from sale of hardware or packaged software shall not be considered. d. The net worth of the bidder as on 31/03/2018 should be minimum Rs. 1.00 crore & it should be positive during each of the three preceding years. e. The bidder should have registration with Department of Employees Provident Fund & GST. <p>The Secretary Ajmer Development Authority Ajmer reserves the right to accept or to reject proposals without assigning any reason thereof and the same shall be binding on applicants. No dispute whatsoever in this regard shall be entertained.</p>
ITB 1.4.1	Joint Venture or Consortium or Association is allowed:- NO
ITB 1.4.2	A Bidder and all parties constituting the bidder shall have the nationality of India.
ITB 1.4.8	Each bidder is permitted to submit only one bid in one division. Alternative bids are not permitted.

ITB 1.4.9	Bidder shall be registered under the Goods and Service Tax Act and submit. Bidder is also required to provide proof of Permanent Account Number given by Income Tax Department.
2.	Bidding Document
ITB 2.1.3	The price of the Bidding Document is Rupees 1000/-
ITB 2.1.3	<u>For clarification purposes</u> only, the Procuring Entity's address is: Designation :- Secretary Ajmer Development Authority Ajmer Address:- Todarmal Marg, Ajmer-Rajasthan City - Ajmer PIN Code:- 305001 Telephone : 0145-2627748,2627749,2425462 Email address:-ajmerada@gmail.com
ITB 2.1.4	The Procuring Entity is not responsible for the completeness of the Request for Proposal and its addenda, if they were not downloaded correctly from the e-procurement portal or the State Public Procurement Portal:- http://sppp.rajasthan.gov.in or http://eproc.rajasthan.gov.in
3.	Preparation of Bids
ITB 3.1.2	The bidder must furnish the following:- 1. Partnership Deed and valid registration certificate with the Registrar of Firms in case of Partnership Firms. Power of Attorney in favour of the partner signing/submitting the Bid, authorizing him to represent all partners of the firm. 2. GST registration certificate. 3. Address of residence and office, telephone numbers e-mail address in case of sole Proprietorship 4. Certificate of Registration and Memorandum of Association issued by Registrar of Companies in case of registered Company.
ITB 3.2.1	The language of the Bid is (English/ Hindi/ Both): Both
ITB 3.3.2	The Bidder shall submit with its Technical Bid the following additional documents: as per qualification criteria required under bid document.
ITB 3.3.3	The Bidder shall submit with its Financial Bid the following additional documents: BOQ in prescribed format of E-tendering.
ITB	Bidder shall quote bid price excluding all taxes.

3.5.3	
ITB 3.6.1	The currency of the Bid, The Indian Rupee
ITB 3.8.1	The Bid validity period shall be 120 Days
ITB 3.9.1	The bidder shall furnish Rs. 96,000 as Earnest Money (E.M.D.).
ITB 3.10.1	On-line submission of bid only:- Only Online
.	Submission and Opening of Bids
ITB 4.1.1	(a) ONLY electronic submission of Bids is mandatory, the address of the web portal is http://eproc.rajasthan.gov.in or http://sppp.rajasthan.gov.in
ITB 4.2.1	The deadline for Bid submission is: Date: as mentioned in NIT
ITB 4.3.1	Bidder may modify, substitute or withdraw his bid before the last date of submission of bid.
ITB 4.4.1	Technical Bid Opening Date and time is Financial Bid will be open only for those bidders who are technically eligible. Date and time for opening of Financial Bid will be informed to bidders in writing.
5.	Evaluation and Comparison of Bids
ITB 5.9.3	(a) Bidder should quote unit price exclusive all Tax and Levy. Taxes will be as applicable and lowest bidder evaluated basis of overall lowest rates in totally
6.	Award of Contract
ITB 6.4.1	Within 15 Days from the date of letter for award of the contract, agreement is to be executed with the respective ULB along with Performance Security of 5% of the Total Project Cost to be deposited .which may be in the form of Demand Draft /Bank Guarantee, valid for 60 days beyond the contract period.
7	Grievance handling procedure during Procurement Process
ITB 7.1.1	(a) The Designation and complete Address of First Appellate Authority, including Room Number and Floor No., if any, is: Designation:- Secretary, Ajmer Development Authority Ajmer
	(b) The Designation and complete Address of Second Appellate Authority, including Room Number and Floor No., if any, is: Designation:- Commissioner, Ajmer Development Authority

Section III Bidding Forms

4.1 Bid Security (Bank Guarantee Unconditional)

Form of Bid Security

[insert Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: *[insert Name and Address of Procuring Entity]*

Date: *[insert date]*

BID GUARANTEE No.:*[insert number]*

We have been informed that *[insert name of the Bidder]* (herein after called "the Bidder") has submitted to you its bid dated *[insert date]* (herein after called "the Bid") for the execution of *[insert name of contract]* under Notice Inviting Bids No. *[insert NIB number]* ("The NIB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[insert name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[insert amount in figures] [insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) having been notified of the acceptance of its Bid by the *Procuring Entity* during the period of bid validity,
 - (i) fails or refuses to execute the Contract Agreement,
 - (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders (hereinafter "the RFP"),
- (c) has not accepted the correction of mathematical errors in accordance with the RFP, or
- (d) has breached a provision of the Code of Integrity specified in the RFP;

This guarantee will expire:

- (a) if the Bidder is the successful Bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder ;and
- (b) if the Bidder is not the successful Bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of the Bidder's bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid Security]

In the capacity of: _____

[Insert legal capacity of person signing the Bid Security]

Duly authorized to sign the Bid Security for and on behalf of _____

[Insert name of the Bank]

Dated on _____ day of _____,

[Insert date of signing]

Bank's Seal _____

[Affix seal of the Bank]

4.2 Bid Securing Declaration

Form of Bid Securing Declaration

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No, if permitted. *[Insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you, the Procuring Entity for the period of time of *[insert number of months or years, as required by the Procuring Entity]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Withdraw our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) do not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter “the RFP”); or
- (c) having been notified of the acceptance of our Bid by you, the Procuring Entity, during the period of bid validity, (i) fail or refuse to sign the Contract, if required, or (ii) fail or refuse to furnish the Performance Security Declaration, in accordance with the RFP; or
- (d) breach any provisions of the Code of Integrity as specified in the RFP;

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) thirty days after the expiration of our Bid.

Signed: _____

[insert signature of person whose name and capacity are shown]

Name: _____

[insert complete name of person signing the Bid-Securing Declaration]

In the capacity of: _____

[insert legal capacity of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: _____

[insert complete name of Bidder]

Dated on _____ day of _____,

[insert date of signing]

Corporate Seal _____

[affix corporate seal of the bidder]

Form TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location,
Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposals dated [Insert Date] and our Proposal. [Select appropriate wording depending on the selection method stated in the RFP: “We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed in a separate envelope” or, if only a Technical Proposal is invited “We hereby are submitting our Proposal, which includes this Technical Proposal only in a sealed envelope.”].

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and action may be taken against us under the provisions of the Act and the Rules;
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Bid Data Sheet
- (c) We meet the eligibility requirements as stated and minimum qualification criteria as specified in Bid Data Sheet
- (d) Our Proposal is binding upon us and subject to any modifications resulting from the Contract
- (e) We agree to permit Government of Rajasthan or the Procuring Entity or their representatives to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by them;
- (f) (f) Other comments, if any:

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in Bid Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Authorized Signature {In full and initials}: _____
Name and Title of Signatory: _____

Office of the Ajmer development Authority, Ajmer

E-Tender document (Technical bid)

Name of work: Maintenance, upgradation of application modules for Ajmer development Authority, Ajmer including facility management, Hosting services, Network operational control, Server management support and operational services of all existing modules for period of 2 Years

Technical bid format

S.no	Recquired document information	Tender related detail	Certificate /document enclosed yes/No if yes then mention the page no of the bid
01	Contractor / Firm name		
02	Contractor / Firms permanent Address with Tel.no		
03	E-Mail Address of Firm		
04	Tender fees Amt.Rs. -(deosit detail)		
05	RISI processing fee Rs.1000/-		
06	Security deposit Rs. (Deposit detail).		
07	Company Registration certificate		
08	The bidder should be in operation for at least last 3 years involved in software development and undertaking IT projects of Facility Management basis.		
09	The bidder should have		

	successfully completed at least 3 project each of value more than Rs. 0.50 crore for State Government /GOI/ Urban Development Authorities/Municipal Corporations/Councils or /PSU/ Semi Government institution of State Government/GOI in last 5 years (as per clause ITB 1.4.1)		
10	CA certificate Net worth certificate The net worth of the bidder as on 31/03/2018 should be minimum Rs. 1.00 crore & it should be positive during each of the three preceding years. (as per clause ITB 1.4.1)		
11	CA Audited balance sheet for last 3 years		
12	सर्विस टैक्स पंजीकरण संख्या वर्ष व दिनांक (प्रति पृष्ठ संख्या सहित संलग्न करावें)		
13	जी एस टी पंजीकरण वर्ष व दिनांक (प्रति पृष्ठ संख्या सहित संलग्न करावें)		
14	पैन नम्बर (प्रति पृष्ठ संख्या सहित संलग्न करावें)		
15	फर्म/निविदादाता के विरुद्ध किसी भी केन्द्र/राजकीय संस्थान, विभाग द्वारा ब्लैक लिस्टेड नहीं किया गया है के संबंध में मूल घोषणा पत्र भौतिक रूप से धरोहर राशि के साथ प्रस्तुत करें व साथ में आनलाईन निविदा के साथ प्रस्तुत करें।	तकनीकी निविदा के परिशिष्ट सं० F-1 में दस्तावेज प्रस्तुत करावें। (प्रति पृष्ठ संख्या सहित संलग्न करावें)	
16	वित्तीय टर्न ओवर:- गत तीन वर्षों का फर्म की वित्तीय स्थिति टर्नओवर रुपये 1.50 करोड़ के संबंध में विवरण (as per clause ITB 1.4.1)	वर्ष 2015 से 2018 तक 03 वर्षों का कुल 1.50 करोड़ का टर्न ओवर है। सी.ए. द्वारा सत्यापित दस्तावेज की प्रति निविदा के परिशिष्ट सं० D-1 में दस्तावेज प्रस्तुत करावें। (प्रति पृष्ठ संख्या सहित संलग्न करावें)	
17	सर्विस टैक्स के जमा चालान का वर्षवार विवरण	वर्ष 2015 से 2018 तक 03 वर्षों के सर्विस टैक्स जमा संबंधि विवरण तकनीकी निविदा के परिशिष्ट सं० E-1 में दस्तावेज प्रस्तुत करावें। (प्रति पृष्ठ संख्या सहित संलग्न करावें)	

नोट :- तकनीकी निविदा के अन्तर्गत समस्त दस्तावेज निविदा के साथ संलग्न करने एवं संलग्नानुसार कॉलम 04 पर पृष्ठ सं० उल्लेखित करना अनिवार्य होगा, अन्यथा निविदा पर अधोहस्ताक्षरकर्ता का निर्णय अन्तिम होगा।

मैंने/हमने सचिव, अजमेर विकास प्राधिकरण, अजमेर द्वारा जारी की गई निविदा सूचना संख्या दिनांक में वर्णित एवं निविदा प्रपत्र के साथ संलग्न समस्त शर्तों को स्वीकार करने के साक्ष्य के रूप में मैंने/हमने हस्ताक्षर किये हैं जिन्हें मैं/हम मानने के लिये बाध्य हूँ /हैं तथा प्रपत्र के साथ बैंक लिस्ट के अनुसार मेरे द्वारा प्रमाण पत्र निविदा के साथ संलग्न कर दिए गए हैं।

दिनांक:-

हस्ताक्षर निविदादाता

नाम / फर्म का नाम

पता

.....

फोन नम्बर

निविदादाता द्वारा की जाने वाली घोषणा

यदि मेरे/हमारे द्वारा दिये गये उक्त तथ्य गलत पाये गये तो प्राधिकरण को बिना किसी पत्र/नोटिस के मेरी/हमारी अमानत राशि जब्त करने एवं उक्त निविदा को निरस्त करने का पूर्ण अधिकार सचिव, अजमेर विकास प्राधिकरण, अजमेर को प्रदत्त करता हूँ/करते हैं।

निविदादाता के हस्ताक्षर

नाम

पत्र व्यवहार का पूर्ण पता :

.....

.....

मोबाइल न० :

4.4 Letter of Financial Bid (should be submitted along with financial bid)

Financial Bid Submission Sheet

Date: _____ Notice inviting RFP No.: _____

Alternative No., if permitted: _____

To: _____

We, the under signed, declare that:

(a) We have examined and have no reservations to the Request for Proposal, including Addenda No.: _____

(b) We offer to execute in conformity with the Request for Proposal the following Works:

(c) The total Price for our Bid, excluding any discounts offered, if permitted, in item (d) below is as per BOQ _____

(d) The discounts offered, if permitted, and the methodology for their application are: _____

(e) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.

(f) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

(g) Other comments, if any:

Name/ address: _____

In the capacity of: _____

Signed: _____

Duly authorised to sign the Bid for and on behalf of: _____

Date: _____

Tel: _____ Fax: _____

E-mail: _____

Explanation of the Financial Bid (should be submitted in prescribed format as per eproc sample BoQ in excel format)

Excel Format

Bidder's Signature with seal of the firm

Section IV: Terms of Reference

Maintenance, upgradation of application modules for Ajmer development Authority ,Ajmer including facility management, Hosting services, Network operational control, Server management support and operational services of all existing modules for period of 2 Years

(Detail of Terms and condition)

1. Definitions and Abbreviations

Following expression used herein and elsewhere in these documents shall have the meaning indicated against each unless repugnant to the subject or context or are changed with mutual consent.

“Contract”, “SLA” or “AT” means the totality of the AT (Acceptance of tender) to be issued by the department to the TSP whose offer has been accepted as derived from the contract documents which shall include the NIT, discussions if any, & all communications exchanged between the department & the TSP till the date of department’s communication of acceptance of Tender to the successful TSP.

“TSP” means Total Service Provider, the party with whom department shall enter into Service Level Agreement (SLA) including its successors & permitted assigns.

“Completion” means the completion of the entire “Scope of Supply” herein specified in the required standards and to the complete satisfaction of the department.

“Execution Period” means the period of time specified in the contract within or at which, the Service Provider is required to make the solution functional in the manner specified in the contract.

“Headings” all headings or the clause herein contained and/or in any contract documents are intended solely for the purpose of giving a broad indication of the contents of the clause and not a summary of the contents thereof and are not intended as an aid to interpret the clauses.

“RFP” means all documents forming part of this “Request for Proposal”.

“ADA” means Ajmer Development Authority, Ajmer; Rajasthan including its successors and assigns.

“TSP” means Total Solution Provider

“Bidder” means the citizen who will participate in Auction process and Bid for Property.

“Specifications” means and shall include the details, designs, statements of technical data equipment characteristics physical properties and all such particulars and documents mentioned in the contract.

“Bid / Proposal” means collectively the offer submitted in response to and in accordance with RFP, subsequent discussions and negotiations held by the TSP in confirmation thereto.

“DBA” means Database Administration, a technical function concerned with the effective use and control of a particular database and of its related applications

“SSR” means System Specification Report

“RDBMS” means Relational Database Management System, which manages the data in table format with columns and rows and maintain the relation between one data to other data.

“MIS” means Management Information System, a computerized information processing system, designed to support the decision making activities of the company.

2. Introduction

- 1) The Ajmer Development Authority (ADA), Ajmer of Rajasthan State has a reputation for being among the best-organized ADA in the country & is functioning effectively in accordance with the Urban Improvement Trust Act, 1959.
- 2) **Objectives:** The key objectives of the ADA are as follows:-
 - To build new schemes and regularize, auction and allot Plots, build residential houses of EWS, LIG for weak economic section of the society.
 - To build new roads in different colonies & expansion of roads under different residential plans for better connectivity of the city, Footpath making, construction of Zebra crossing, yellow lines etc for traffic management.
 - To electrify different colonies of the city, development of poles, street lights & ensuring constant power supply are the key areas where ADA

has focused for electrification of the city in scheme and non-scheme areas.

- To develop circles at different key points in the city for the safety of the public at large, especially in scheme area.
- To construct the recreational parks, maintain them and boost tourism
- Formulation of rules/regulations/provisions/ amendments/ revisions for urban assessment of ground rent.

3) **Primary functions of the Authority:** The Ajmer Development Authority has the following Primary roles & responsibilities:-

- Disposal of land by inviting tenders or on fix rate
- Allot land in a scheme area, on such terms and conditions as it may deem fit to any organization under a planned scheme
- Allotment and sale of non-residential land
- Allotment or Regularization of Certain Lands.
- Allotment of Residential plots at concessional rates Procedure, categories, priority, Plot size, price, recoveries etc
- Recovery of urban Assessment (ground rent).
- Allotment of land to the Personnel of Armed Force and Para Military forces for Group housing purposes
- Allotment of land to Public and Charitable Institutions
- Allotment of undeveloped land to public, charitable and other institution
- Allotment of land to low income group people, widows of govt. servants, persons belonging to scheduled castes & scheduled tribes, accredited journalists & handicapped.
- Issue of licenses for allotment of plots
- To Plan & develop various housing projects
- To provide legal information to the customer
- To build parks for urban beautification, recreation & tourism development.
- To develop various circles of the city for safety of general public & developing zebra, yellow lines etc. for traffic control & management.
- Development of Community facility plot for welfare of different communities.
- Construction & Development of new roads in different colonies of the city
- To control drainage system of the city by building & maintaining drains & sewers.
- Maintenance of street lights.

4) It has been rightly felt that the Information Technology could bring about improvement in the present system of record keeping and that quality of information required for monitoring and control would improve.

5) It is being proposed through this project to out-source the Design, development, implementation and maintenance of additional modules for Ajmer Development Authority, Ajmer including Facility Management, Hosting Services and Operational Services of all existing modules for period of 2 years and extendable further for another 1 years, based upon satisfactory performance of the TSP .

3. Scope of Work

TSP should be responsible for following scope of work:

- ✓ Dedicated person to handle, support and administrate the server management minimum 3 year experience in PSU/Private ltd./Government projects
- ✓ Facility Management, and Operational Services of all existing modules of ADA for a period of 2 years with 3 trained developers with qualification M.E/M.Tech/B.E/B.Tech/MCA/BCA/PGDCA Degree with experties in VISUAL BASIC, ASP.NET, ORACLE, SQL etc.
- ✓ Training of All modules according to Section staff, once every 3 month.
- ✓ Support for Integration with UDH Online Services with Existing Modules and working and implementation as and when required.

3.1 Detailed Scope of Work

3.1.1 Maintenance of existing modules of ADA

TSP should be responsible for hosting and maintenance and Updation/Upgradation of all existing web based modules of ADA viz:

- a. Central Web Portal
- b. Scheme Management including Single Window Management Module
- c. Project Monitoring Information System
- d. Accounting Module System
- e. File Tracking System
- f. Land Banking System
- g. SMS Gateway
- h. Single window system
- i. other modules etc

3.1.2 TSP should be responsible for hosting of the existing application at ADA Data Center or wherever ADA decides.

3.2 Facility Management, Hosting Services and Operational Services

3.2.1 TSP should be responsible for hosting of all Application at ADA Data Centre

3.2.2 Application Administration would include: (Development of patch fixing of any bug/ feedback)

- Setting up and configuration of the Application
- Installation of updates and patches required for the application
- Administration of users, roles and security systems for application
- Database Backup as per Backup policy
- Application Backup as per Backup policy
- Backup of All data on Daily Basis on Cloud Server
- Administering/ fixing the Bug/ the Feedback Management software
- Administration of the Operating Systems of the Application

3.2.3 Application Maintenance

3.2.3.1 TSP should be responsible for maintenance of the Application for contract period of 2 years.

3.2.3.2 TSP would be responsible for:

- Installation of updates and patches required for the application
- Administration of users, roles and security systems for application
- Administering the Bug/Feedback Management software
- Administration of the Operating System of the Application

3.2.3.3 Application Maintenance should include:

- Ensuring uptime of the Application
- Managing all the Bugs reported in the Application Software.

3.2.3.4 Any bugs reported by the users during the period of contract should be fixed with /patch by TSP within time frame.

3.2.4 Maintain, operate, and administer the IT Infrastructure at ADA Data centre for a period of 2 years:

3.2.4.1 The Data Centre should be a secured & clean

3.2.4.2 The TSP would be responsible for following activities related to the Data Centres for the period of contract:

- Administration and Maintenance of the above infrastructure.
- Uptime commitment of all the Servers of minimum 99% monitored on a 24X7 basis.
- Ensure that all the Servers are Virus Free and that virus definitions are always updated.
- Daily Backup of System Software, Database,

3.2.4.2.1 Backup has to be taken on daily basis for all the above.

- Dedicated person to administrate and manage the Database Server, application server and web server etc.
- Daily Backup has to be taken of All servers at Data Center ADA
- Each monthly backup has to be provided to ADA.
- Backup has to be taken using reliable Backup software and installed on one of the servers.

3.2.4.2.2 Creation, Edition and administration of users and their mailboxes.

3.2.4.2.3 The data centre has to be manned by a dedicated Network Administrator for ADA 8 hours a day / 365 days a week for the entire period of the contract for the above scope related to administration and maintenance of the data centre.

3.2.4.2.4 The Network Administrator should also be available on call in case of any breakdown/disaster/issue at any time for 365 days a year.

3.2.4.2.5 The Data centre has to be operated for 24 hours a day 7 days a week 365 days a year.

3.2.4.2.6 ADA reserves the right to inspect the Data Centre for availability of above services/ infrastructure at any point of time during the contract period.

3.2.4.3 During the maintenance period the TSP would be responsible for :

- Periodic updating of Anti-virus definitions of all System including Purchase in Future.
- Patch management of all the operating system.
- Ensure proper working of Internet explorer /Application Software at each machine

3.2.4.4 It would be responsibility of ADA to provide suitable working space along with required furniture, stationery, electricity, Power backup etc.

3.2.4.5 TSP would also be responsible for maintaining a Local Area Network at the ADA, Ajmer. The TSP may study the premises and location of these network points.

3.2.4.6 The TSP would also be responsible for complete IT Facility Management of the Local IT Infrastructure and its connectivity with the data centre. The Scope of Facility Management would include:

- Desktop Management
- Virus Management and monitoring
- Local Area network management
- WAN connectivity management
- Patch Management
- Desktop Windows management
- Asset Management
- Maintenance Management
- Security Management

3.2.4.7 The TSP is expected to deploy the required manpower at ADA, Ajmer to provide the Facility management services.

3.3 Minimum Manpower Requirement:

3.3.1 The TSP shall provide a **dedicated Project coordinator cum network administrator with minimum qualification of M.E./M.Tech/MCA with expertise in computer/software technology with minimum five year experience in PSU/Private Ltd./Government projects is must** to be deployed at ADA Ajmer for the entire contractual period with scope defined as under :-

- He/She would be managing the project from the view of Application administration, Data Administration, **Network Administration, Server Management** and Manpower administration and Implementation.
- **He/She will be a single point of contact for all matters as stipulated in the contract and will be responsible for coordination with all sections.**
- He/She would be monitoring the application on daily basis and will be responsible for network administration.
- He/She would ensure that the various check lists, registers are being generated from the system.
- Manage Application Users and their Passwords.
- Ensure the uptime of Application and Equipment.
- Maintain an IT Asset list.

- Administer the operational manpower deployed by TSP.
 - He/She will be responsible for Network administration and server management and Data administration.
 - He/She will be responsible for all **Information Technology** related activity.
 - He/She would be submitting monthly/quarterly reports related to
 - ✓ Implementation Plan and progress
 - ✓ Processes/data not being operated out of System from various offices and the reasons for same
 - ✓ Generation of check lists etc.
 - ✓ Discrepancy in reports.
 - ✓ Activity reports of users.
 - ✓ Uptime/ Downtime reports.
 - To help users feed Data related to the various Application modules into the System.
 - To help generate the various process documents.
 - To generate various reports required by the ADA Managers/Staff.
 - To generate various checklists required for checking the data.
 - To generate daily registers.
- He would be working dedicated to ADA

3.3.2

- TSP would also provide atleast 2(**Two**) nos. of **Software Operational Manpower** at ADA for the contractual period with following responsibility such minimum 3 trained developers with qualification M.E/ M.Tech/ B.E/ B.Tech/ MCA/ BCA/ PGDCA Degree with experties in VISUAL BASIC, ASP.NET, ORACLE, SQL etc. minimum 3 year experience in PSU/Private ltd./Government projects is must.

3.3.3

- TSP shall also provide atleast one person viz. server manager to handle, managing application/data and server management. With IT expert with M.E/M.Tech/B.E/B.Tech minimum 3 year experience in PSU/Private ltd./Government projects
 - All the manpower deployed by TSP will take leave from commissioner ADA or **Secretary ADA**, In case of leave without **permission** a penalty of Rs 5000/- per day will be imposed on TSP.

3.4 Training Services

- TSP has to conduct two days training as and when required or directed for any modules or additional module through its onsite Project

Handholding Manpower who will be available at site during the project duration at ADA.

- The basic Infrastructure like Training hall, Computers, connectivity, space, projector etc would be provided by the ADA for same.
TSP will provide training for Network management, Web hosting and Server Maintenance.
- TSP Shall provide the source code to ADA as and when required and as per direction of ADA. The source code, documents, data and all related intellectual properties shall vest in Ajmer development authority, ajmer and the TSP will never claim and take with himself any such property and will not create any copy for himself in any condition.

Section VA: General Conditions of Contract

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1. Introductions			
1.1	Definitions	1.1.1	<p>The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> i. ‘Act.’ Means the Rajasthan Transparency in Public Procurement Act., 2012 ii. “Completion” means the fulfillment of related services by the Bidder in accordance with the terms and conditions set forth in the contract. iii. “Contract” means the Agreement entered into between the Procuring Entity and the Bidder, together with the Contract Documents referred to therein, including all attachments, appendices, specifications and codes and all documents incorporated by reference therein. iv. “Contract Documents” means the documents listed in the Agreement, including any amendments thereto. v. “Contract Price” means the price payable to the Bidders specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. vi. “Day” means calendar day vii. “Delivery” means the transfer of the Goods from the Bidder to the Procuring Entity in accordance with the terms and conditions set forth in the Contract. viii. “GCC” mean the General Conditions of Contract ix. “Goods” means all of the commodities, raw material, machinery and equipment, documents, guarantees/warrantees and/or other materials that the Bidder is required to supply to the Procuring Entity under the Contract. x. “Procuring Entity” means the Entity procuring the Goods and Related Services, as specified in the SCC. xi. “Related Services” means the services incidental to the supply of the Goods, such as insurance, installation, training and initial maintenance, commissioning of

			<p>equipment or machinery and other similar obligations of the Bidder under the Contract.</p> <p>xii. ‘Rules’ means the Rajasthan Transparency in Public Procurement Rules, 2013</p> <p>xiii. “SCC” means the Special Conditions of Contract.</p> <p>xiv. “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 Bidder.</p> <p>xv. “Bidder” means the natural person, private or government Entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Bidder.</p> <p>xvi. “The Site,” where applicable, means the place of delivery, installation, testing/commissioning of the goods/equipment or machinery or any other place named in the SCC.</p>
<u>1.2</u>	Interpretation	<u>1.2.1</u>	<p>In the Contract, except where the context requires otherwise</p> <p>i. words indicating one gender include all genders;</p> <p>ii. words indicating the singular also include the plural and words indicating the plural also include the singular;</p> <p>iii. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;</p> <p>iv. “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>v. the word “tender” is</p>

			<p>synonymous with “bid” and “tenderer” with “bidder” and the words “tender document” with “bidding document”.</p> <p>vi. The marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.</p>
2. General			
<u>2.1</u>	General Terms	<u>2.1.1</u>	<p>Incoterms</p> <p>In case of International Competitive Bidding :</p> <p>i. The meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>ii. EXW, CIF, CIP, and other similar terms, shall be governed by the rules prescribed in the current edition of Incoterms, published by the international chamber of commerce at the date of invitation of Bids or as specified in the SCC.</p>
		<u>2.1.2</u>	<p>Entire Agreement</p> <p>The Contract constitutes the entire agreement between the Procuring Entity and the Bidder and includes the GCC, SCC, bidding forms, schedules, appendices, all attachments listed in the agreement.</p>
		<u>2.1.3</u>	<p>Amendment</p> <p>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 authorised representative of each party thereto.</p>
		<u>2.1.4</u>	<p>Non-Waiver</p> <p>i. Subject to GCC Sub-Clause (ii) 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.</p>

			<p>ii. 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.</p>
		<u>2.1.5</u>	<p>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.</p>
<u>2.2</u>	Contract Documents	<u>2.2.1</u>	<p>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, supplementary, and mutually explanatory.</p>
<u>2.3</u>	Code of Integrity	<u>2.3.1</u>	<p>It is required that the Bidder observes the highest standards of ethics during the procurement process and performance of the Contract with strict compliance to the provisions of Code of Integrity specified in the Act and the Rules. In particular, the Bidder along with its Sub-Bidders and all their personnel shall-</p> <ul style="list-style-type: none"> (a) not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or performance of the Contract or to otherwise influence the Client/ Procuring Entity; (b) not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation in performance of the Contract; (c) not indulge in any collusion, Bid rigging or anti-Competitive behavior to impair the transparency, fairness and progress of the procurement process and performance of the Contract; (d) not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process and performance of the Contract; (e) not indulge in any coercion including impairing or harming or threatening to do

			<p>the same, directly or indirectly, to any party or to its property to influence the procurement process and performance of the Contract;</p> <p>(f) not obstruct any investigation or audit of a procurement process and performance of the Contract;</p> <p>(g) disclose conflict of interest, if any; and</p> <p>(h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.</p> <p>Further, none of them shall indulge in corrupt, fraudulent, coercive and collusive practices. For the purpose of this clause these practices are defined as below:</p> <p>i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;</p> <p>ii. “fraudulent practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</p> <p>iii. “coercive practice” means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>iv. “Collusive practice” means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.</p>
		<u>2.3.2</u>	The Procuring Entity shall take legal action against the Bidder under Section 11(3), 46 and chapter IV of the Act, if it breaches any provisions of the Code of Integrity, or is determined to have engaged in corrupt, fraudulent, coercive or collusive practices in competing for or in execution of the Contract.
		<u>2.3.3</u>	The Bidder shall permit the Procuring Entity to inspect the Bidder’s accounts and records relating to the performance of the Bidder and to have them audited by auditors appointed by the Procuring

			Entity, if so required by the Procuring Entity.
<u>2.4</u>	Language	<u>2.4.1</u>	The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Procuring Entity, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by a self-attested accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.
		<u>2.4.2</u>	The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.
<u>2.5</u>	Notices	<u>2.5.1</u>	Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form or electronic form with proof of receipt.
		<u>2.5.2</u>	A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
<u>2.6</u>	Governing Law	<u>2.6.1</u>	The Contract shall be governed by and interpreted in accordance with the laws of the Central and the State Governments.
<u>2.7</u>	Specifications and Standards	<u>2.7.1</u>	<p>Technical Specifications and Drawings:</p> <ul style="list-style-type: none"> i. The Bidder shall ensure that the Goods and Related Services comply with the technical specifications and other provisions of the Contract ii. The Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity. The reasons for such disclaimer shall have to be explained by the Bidder. iii. The Goods and Related Services supplied under this Contract shall conform to the standards mentioned in Section V, Schedule of Supply and shall bear such marks. When no applicable standard is mentioned, the Goods and Related Services supplied shall be of the best quality and the standard shall be equivalent or superior to the official standards

			whose application is appropriate to the country of origin of the Goods. In no case such standards shall be inferior to the relevant updated BIS or international standards.
		<u>2.7.2</u>	Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section V, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 3.4.
<u>2.8</u>	Copyright	<u>2.8.1</u>	The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Bidder herein shall remain vested in the Bidder, or, if they are furnished to the Procuring Entity directly or through the Bidder by any third party, including Bidders of materials or Related Services, the copyright in such materials or related services shall remain vested in such third party.
<u>2.9</u>	Confidential Information	<u>2.9.1</u>	In addition to the requirements of the provisions of Section 49 of the Act and Rule 77 of the Rules regarding Confidentiality, the Procuring Entity and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any 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. Notwithstanding the above, the Bidder may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Bidder under this Clause. However, in the case of electronic data or information, the Procuring Entity may not hold such responsibility for access to data on line by any third party.
		<u>2.9.2</u>	The Procuring Entity shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the

			Contract. Similarly, the Bidder shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
		<u>2.9.3</u>	The obligation of a party under GCC Sub-Clauses 2.9.1 and 2.9.2 above, however, shall not apply to information that: <ul style="list-style-type: none"> i. the Procuring Entity or Bidder need to share with other institutions participating in the financing of 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.
		<u>2.9.4</u>	The above provisions of GCC Clause 2.9 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
		<u>2.9.5</u>	The provisions of GCC Clause 2.9 shall survive completion or termination, for whatever reason, of the Contract.
		<u>2.10.1</u>	The Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit or transport by sea, rail and road or air to their final packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
		<u>2.10.2</u>	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the procuring entity.

		<u>2.10.3</u>	In the event of any loss, damage, breakage or leakage or any shortage, the Bidder shall be liable to make good such loss and shortage found at the checking/inspection of the materials by the consignee. No extra cost on such account shall be admissible.
<u>2.11</u>	Insurance	<u>2.11.1</u>	If specified in the SCC, the Goods supplied under the Contract shall be fully insured against theft, destruction or damage, by fire, flood, under exposure to weather or otherwise including war, rebellion, riot, etc. The insurance charges shall be borne by the Bidder.
<u>2.12</u>	Transportation	<u>2.12.1</u>	Unless otherwise specified in the SCC, obligations for Transportation of the Goods shall be in accordance with the conditions and Incoterms specified in Sections V, Schedule of Supply.
		<u>2.12.2</u>	In case of Supply from within India, the Goods shall be supplied FOR locations specified in Section V, Schedule of Supply. All transportation charges, local taxes, etc. shall be borne by the Bidder.
<u>2.13</u>	Samples, Inspections and Tests	<u>2.13.1</u>	The Procuring Entity or his authorized representative shall at all reasonable times have access to the Bidder's premises and the power to inspect and examine the materials and workmanship of the goods/ equipment/ machinery during Manufacturing process or afterwards as may be decided.
		<u>2.13.2</u>	The Bidder shall at its own expense and at no cost to the Procuring Entity carry out all such tests, and/or trials and/or inspections of the Goods and Related Services as are specified in Sections V, Schedule of Supply.
		<u>2.13.3</u>	The sampling, inspections, and/or tests and/or trials may be conducted on the premises of the Bidder or its Subcontractor, at point of delivery, and/or at the final destination of the Goods, or at another place in India as Specified in the SCC. All such sampling, inspections and/ or testing shall be at the cost of the Bidder. Subject to GCCSub-Clause 2.13.4, if conducted on the premises of the Bidder or its Subcontractor, all reasonable facilities and assistance, including access to specification codes, designs, drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
		<u>2.13.4</u>	The Procuring Entity or its designated representatives shall be entitled to attend the tests, and/or inspections and/or trials referred to in GCC Sub-Clause 2.13.3, provided that the

			Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance, like travelling and boarding and lodging expenses.
		<u>2.13.5</u>	<p>Whenever the Bidder is ready to carry out any such tests, and/or trials and/or inspections, it shall give a reasonable advance notice, including the place and time, to the Procuring Entity. The Bidder shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or trials and/or inspections.</p> <p>The Bidder shall furnish complete address of the premises of his office, go down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.</p>
		<u>2.13.6</u>	The Procuring Entity may require the Bidder to carry out any test and/or trials and/or inspections not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications, codes and standards and samples supplied with the Bid under the Contract, provided that the Bidder's reasonable costs and expenses incurred in the carrying out of such tests and/or trials and/or inspection shall be added to the Contract Price. Further, if such test and/or trials and/or inspections impedes the progress of manufacturing and/or the Bidder's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
		<u>2.13.7</u>	The Bidder shall provide, the Procuring Entity with a report of the results of any such tests and/or trials and/or inspections.
		<u>2.13.8</u>	Supplies when received shall be subject to tests and/or trials and/or inspections to ensure whether they conform to the specifications and with the approved samples and trials, if any. Where necessary or prescribed or practical, tests shall be carried out in Government laboratories, reputed testing house like Sri Ram Testing House, New Delhi and the like and the supplies will be accepted only when the articles conform to the standard of prescribed specifications as a result of

			such tests.
		<u>2.13.9</u>	In case of tests, samples shall be drawn in four sets in the presence of the Bidder or his authorised representative and properly sealed in his presence. One such set shall be given to him, one or two will be sent to the laboratories and/or testing house and the third or fourth will be retained in the office for reference and record.
		<u>2.13.10</u>	Testing charges shall be borne by the Procuring Entity in case urgent testing is desired to be arranged by the Bidder. In other cases and in case of test results showing that supplies are not upto the prescribed standards or specifications, the testing charges shall be payable by the Bidder.
		<u>2.13.11</u>	<p>The Procuring Entity may reject any Goods or any part thereof that are received but fail to pass any tests and/or trials and/or inspections or do not conform to the specifications and samples supplied with the Bid, if any. The Bidder shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications and samples supplied with the Bid if any, within specified time period, at no cost to the Procuring Entity, and shall repeat the tests and/or trials and/or inspections, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 2.13.5</p> <p>If, however, due to exigencies of Procuring Entity's work, such replacement either in whole or in part, is not considered feasible, the Procuring Entity after giving an opportunity to the Bidder of being heard, shall for reasons to be recorded, deduct a suitable amount from the approved rates and accept the supply. The deduction so made shall be final.</p>
		<u>2.13.12</u>	The rejected articles shall be dealt with in accordance with the procedure specified in SCC, otherwise they shall be removed by the Bidder within 15 days of intimation of rejection, after which the Procuring Entity shall not be responsible for any loss, shortage or damage and shall have the right to dispose of such articles as he thinks fit, at the Bidder's risk and on his account.
		<u>2.13.13</u>	The Bidder agrees that neither the execution of tests and/or trials and/or inspections of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue

			of any report pursuant to GCC Sub-Clause 2.13.7, shall release the Bidder from any warranty/ guarantee, as the case may be, or other obligations under the contract.
<u>2.14</u>	Change in Laws and Regulations		If the SCC provides for permitting effect of change in Laws and Regulations, then after the dead line for submission of Bids, if any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed by Government of India or the State Government(which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 4.1.
<u>2.15</u>	Force Majeure	<u>2.15.1</u>	The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure
		<u>2.15.2</u>	For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight Embargoes.
		<u>2.15.3</u>	If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Entity in writing of such condition and the cause and effects thereof. Unless otherwise directed by the Procuring Entity in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means at his cost for performance not prevented by the Force Majeure event.

<u>2.16</u>	Assignment	<u>2.16.1</u>	Neither the Procuring Entity nor the Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party with recorded reasons. Such assignment shall not relieve the Bidder or the Procuring Entity of their respective obligations under the Contract.
Contract Details			
<u>3.1</u>	Joint Venture, Consortium or Association and Changes in the Constitution of the Bidder	<u>3.1.1</u>	If the Bidder is a Joint Venture, Consortium, or Associational the parties shall sign the Contract except in case of the Joint Venture, Consortium or Association is a registered Firm or Company. All the parties shall be jointly and severally liable to the Procuring Entity for the fulfilment of the provisions of the Contract and shall designate one party to act as a lead partner with authority to bind and represent the Joint Venture, Consortium, or Association.
		<u>3.1.2</u>	<p>The structure/ composition or the constitution of the Bidder as a firm, joint Venture, Consortium, or Association shall not be altered without the prior consent of the Procuring Entity.</p> <p>i. Any change in the structure/ constitution of the firm, etc., shall be notified forthwith by the Bidder in writing to the Procuring Entity and such change shall not relive any former member of the firm, etc., from any liability under the Contract.</p> <p>ii. The status of the lead partner/ representative of the Joint Venture, Consortium or Association as a major stake holder shall not change without the consent of the Procuring Entity. Any new major stake holder must agree to abide by all terms and conditions of the Contract.</p> <p>iii. No new partner/partners shall be accepted in the firm by the Bidder in respect of the Contract unless he/ they agree to abide by all its terms, conditions and deposit with the Procuring Entity a written agreement to this effect. The Bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the Contract.</p>

<u>3.2</u>	Subcontracting	<u>3.2.1</u>	The Bidder shall not sublet or assign the Contract or its any part to anyone without the prior written approval of the Procuring Entity. The Bidder shall notify the Procuring Entity in writing of all subcontracts to be awarded under the Contract. Subcontracting shall in no event relieve the Bidder from any of its obligations, duties, responsibilities, or liability under the Contract. The capability details of such subcontractors shall be provided to the Procuring Entity who shall evaluate and take a decision as to whether to approve it or not.
		<u>3.2.2</u>	Subcontractors shall comply with the provisions of GCC Clause 2.3 [Code of Integrity] and Clause 2.9 [Confidential Information].
<u>3.3</u>	Scope of Supply	<u>3.3.1</u>	The Goods and Related Services to be Provide shall be as Specified in Section IV, Terms of reference.
		<u>3.3.2</u>	Unless otherwise stipulated in the Contract, the Scope of Supply shall include, at the Bidder's cost, all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the Goods and Related Services as if such items were expressly mentioned in the Contract.
<u>3.4</u>	Change Orders and Contract Amendments	<u>3.4.1</u>	The Procuring Entity may at any time order the Bidder through Notice in accordance GCC Clause 2.5, to make changes, within the general scope of the Contract in any one or more of the following: <ul style="list-style-type: none"> i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity; ii. the method of shipment and/ or packing; iii. the place of delivery; and iv. The Related Services to be provided by the Bidder.
		<u>3.4.2</u>	If any such change causes an increase or decrease in the cost of, or the time required for, the 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 be amended. Any claims by the Bidder for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Bidder's receipt of the Procuring Entity's change order.
		<u>3.4.3</u>	Prices to be charged by the Bidder for any

			Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Bidder for similar services.
		<u>3.4.4</u>	Additional quantity may be procured by placing a repeat order on the rates and conditions of the original order. However, the additional quantity shall not be more than 50% of the value of Goods of the original contract and shall be within one month from the date of expiry of last supply. If the Bidder fails to do so, the Procuring Entity shall be free to arrange for the balance supply by limited Bidding or otherwise and the extra cost incurred shall be recovered from the Bidder.
<u>3.5</u>	Delivery	<u>3.5.1</u>	Subject to GCC Sub-Clause 3.4, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule Specified in the Section V, Schedule of Supply. The details of shipping and other documents to be furnished by the Bidder is specified in the SCC.
		<u>3.5.2</u>	All goods must be sent freight paid through Railways or road transport. R.R. should be sent under registered cover. In case advance payment is to be made, the RR should be sent through Bank only.
<u>3.6</u>	Bidder's Responsibilities	<u>3.6.1</u>	The Bidder shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 3.3 and the Delivery and Completion Schedule, as per GCC Clause 3.5.
<u>3.7</u>	Procuring Entity's Responsibilities	<u>3.7.1</u>	Whenever the supply of Goods or Related Services requires that the Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Procuring Entity shall, if so requested by the Bidder, will make its best effort to support the Bidder in complying with such requirements in a timely and expeditious manner.
<u>3.8</u>	Extensions of Time	<u>3.8.1</u>	If at any time during performance of the Contract, the Bidder or its Subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 3.5, the Bidder shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidder's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Bidder's time

			for performance, with or without liquidated damages depending on the nature of causes of delay, by issuing an amendment of the Contract.
		<u>3.8.2</u>	Except in case of Force Majeure, as provided under GCC Clause 2.15, or reasons beyond the control of the Bidder under GCC Clause 3.8.1, a delay by the Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to GCC Clause 4.5.
3. Contract Price and Payments			
<u>4.1</u>	Contract Price	<u>4.1.1</u>	The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.
		<u>4.1.2</u>	Prices charged by the Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Bidder in its Bid, with the exception of any price adjustments, if authorised in the SCC.
		<u>4.1.3</u>	Price Adjustment, if applicable, shall be calculated. Price adjustment shall not be applicable in contracts having delivery or completion period of up to 18 months.
<u>4.2</u>	Terms of Payment	<u>4.2.1</u>	The terms of payment of the Contract Price shall be as in the SCC.
		<u>4.2.2</u>	The Bidder's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 3.5 and upon fulfilment of all the obligations stipulated in the Contract.
		<u>4.2.3</u>	Payments should be made promptly by the Procuring Entity, as far as possible, within 30 (Thirty) days after submission of an invoice or request for payment by the Bidder, and the Procuring Entity has accepted it. All remittance charges shall be borne by the Bidder.
		<u>4.2.4</u>	The currency in which payments shall be made to the Bidder under this Contract shall be Indian Rupees unless otherwise specified in the SCC.
		<u>4.2.5</u>	In case of disputed items, 10 to 25% of the amount of the price of such items may be withheld and will be paid on settlement of the dispute.
		<u>4.2.6</u>	Payment in case of those Goods which need trials

			or testing as specified in Section V, Schedule of Supply shall be made only when such trials or tests have been carried out and trials or test results received conforming to the prescribed specifications.
		<u>4.2.7</u>	<p>i. Advance Payment will not be made except in rare and special cases and as provided for in the Contract. In case of advance payment being made, it shall be to the extent and on conditions and against a confirmed bank guarantee for 100% of the advance as provided in the SCC. The amount of advance shall be used exclusively for supplies against the Contract.</p> <p>ii. if advance payment is to be made after dispatch of Goods by the Bidder, it will be made after presenting the proof of dispatch through the bank and prior inspection, if any. The balance, if any, will be paid on receipt of the consignment in good condition with the certificate to that effect endorsed on the inspection note given to the Bidder.</p>
<u>4.3</u>	Taxes and Duties	<u>4.3.1</u>	For Goods supplied from outside India, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
		<u>4.3.2</u>	For Goods supplied from within India, the Bidder shall be entirely responsible for all taxes, duties, license fees, etc. Incurred until delivery of the contracted Goods at site to the Procuring Entity.
		<u>4.3.3</u>	If any tax exemptions, reductions, allowances or privileges may be available to the Bidder in India, the Procuring Entity shall use its best efforts to enable the Bidder to benefit from any such tax savings to the maximum allowable extent.
<u>4.4</u>	Performance Security	<u>4.4.1</u>	The Bidder shall, within fifteen (15) days or a period specified in SCC, of the Notification of Award, sign the Contract Agreement and provide a Performance Security or, where applicable, a Performance Security Declaration for the due performance of the Contract for the amount specified in the SCC.
		<u>4.4.2</u>	<p>The Performance Security shall be denominated in the currency of the Contract and shall be in one of the following forms:</p> <p>i. Bank Draft or Banker's Cheque of a Scheduled Bank in India; or</p> <p>ii. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings</p>

		<p>issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of Bid and formally transferred in the name of the Procuring Entity with the approval of Head Post Master; or</p> <p>iv. Bank guarantee. It shall be of a scheduled Bank in India in prescribed or other acceptable format or from other Issuer acceptable to the Procuring Entity. The bank guarantee shall be got verified from the issuing bank and confirmer, if any; or</p> <p>v. Fixed Deposit Receipt (FDR) of a Scheduled Bank in India. It shall be in the name of the Procuring Entity on account of Bidder and discharged by the Bidder in advance. The Procuring Entity shall ensure before accepting the Fixed Deposit Receipt that the Bidder furnishes an undertaking from the bank to make payment/ premature payment of the Fixed Deposit Receipt on demand to the Procuring Entity without requirement of consent of the Bidder concerned. In the event of forfeiture of the Performance Security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.</p>
	<p><u>4.4.3</u></p>	<p>The proceeds of the Performance Security shall be forfeited and shall be payable as compensation to the Procuring Entity on happening of any of the events mentioned below:</p> <p>i. when the Bidder does not sign the Agreement in accordance with ITB Clause 6.4 [Signing of Contract] within the specified time; after issue of letter of acceptance/ placement of supply order within the specified period; or</p> <p>ii. when the Bidder fails to commence the supply of the Goods or Related Services as per supply order within the time specified; or</p> <p>iii. when Bidder fails to make complete supply of the Goods or Related Services satisfactorily within the time specified; or</p> <p>iv. when any terms and conditions of the Contract is breached; or</p> <p>v. failure by the Bidder to pay the Procuring</p>

			<p>Entity any established dues under any other contract; or</p> <p>vi. if the Bidder breaches any provision of the Code of Integrity prescribed for Bidders in the Act and Chapter VI of the Rules and as specified in GCC Clause 2.3.</p> <p>Notice of reasonable time will be given in case of forfeiture of Performance Security. The decision of the Procuring Entity in this regard shall be final.</p>
		<u>4.4.4</u>	The Performance Security shall be discharged by the Procuring Entity and returned to the Bidder not later than sixty (60) days following the date of satisfactory completion of the Bidder's performance obligations under the Contract, including any warranty and/ or maintenance obligations, unless specified otherwise in the SCC.
<u>4.5</u>	Liquidated Damages	<u>4.5.1</u>	As Per SCC
		<u>4.5.2</u>	Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills. Amount may also be withheld to the extent of short supply, breakages, rejected articles and in case of failure in satisfactory replacement by the Bidder, Their amount along with amount of liquidated damages shall be recovered from his dues and Performance Security available with the Procuring Entity. In case balance of recovery is not possible, recourse will be taken to Section 53 of the Act or any other law in force.
<u>4.6</u>	Warranty/Guarantee	<u>4.6.1</u>	The Bidder warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
		<u>4.6.2</u>	Subject to GCC Sub-Clause 2.7 [Specifications and Standards], the Bidder further warrants that the Goods shall be free from defects arising from any act or omission of the Bidder or arising from design, materials, and workmanship, under normal use.
		<u>4.6.3</u>	Unless otherwise specified in the SCC, the warranty/ guarantee, as the case may be, shall remain valid for twelve (12) months after supply of the Goods and completion the Related Services have been accepted at the final destination

			indicated in the SCC, or in case of Goods being imported after the placement of Supply Order, for eighteen (18) months after the date of shipment or loading in the country of origin, whichever period concludes earlier.
		<u>4.6.4</u>	The Procuring Entity shall give Notice to the Bidder stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Bidder to inspect such defects.
		<u>4.6.5</u>	Upon receipt of such Notice, the Bidder shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.
		<u>4.6.6</u>	In case of machinery and equipment also, guarantee will be given as mentioned in GCC Sub-Clause 4.6.3 above and the Bidder shall during the guarantee period replace the parts / whole, if any, and remove any manufacturing defect if found during the above period so as to make machinery and equipment operative. The Bidder shall also replace machinery and equipment in case it is found defective which cannot be put to operation due to manufacturing defect, malfunctioning, etc.
		<u>4.6.7</u>	In case of machinery and equipment specified by the Procuring Entity the Bidder shall be responsible for carrying out annual maintenance and repairs on the terms and conditions as may be agreed at the time of entering in to the contract . The Bidder shall also be responsible to ensure adequate regular supply of spare parts needed for a specific type of machinery and equipment whether under their annual maintenance and repairs rate contract or otherwise. In case of change of model he will give sufficient notice to the Procuring Entity who may like to purchase spare parts from them to maintain the machinery and equipment in perfect condition.
		<u>4.6.8</u>	If having been notified, the Bidder fails to remedy the defect within the period specified in the SCC; the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Bidder under the Contract.

<u>4.7</u>	Patent Indemnity	<u>4.7.1</u>	<p>The Bidder shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 4.7.2, indemnify and hold harmless the Procuring Entity 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 Procuring Entity 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:</p> <ul style="list-style-type: none"> i. the installation of the Goods by the Bidder or the use of the Goods where the Site is located; and ii. The sale in any country of the products produced by the Goods. <p>Such indemnity shall not cover any Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plants or material not supplied by the Bidder, pursuant to the contract.</p>
		<u>4.7.2</u>	<p>If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 4.7.1, the Procuring Entity shall promptly give the Bidder a notice thereof, and the Bidder shall at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p>
		<u>4.7.3</u>	<p>If the Bidder fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf and at the expenses of the Bidder.</p>
		<u>4.7.4</u>	<p>The Procuring Entity shall, at the Bidder's request, afford all available assistance to the Bidder in conducting such proceedings or claim, and shall be reimbursed by the Bidder for all reasonable expenses incurred in so doing.</p>
		<u>4.7.5</u>	<p>The Procuring Entity shall indemnify and hold harmless the Bidder and its employees, officers, and Subcontractors from and against any and</p>

			all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the 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 Procuring Entity.
<u>4.8</u>	Limitation of Liability	<u>4.8.1</u>	<p>Excepting cases of gross negligence or wilful misconduct:</p> <ul style="list-style-type: none"> i. 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 Bidder to pay liquidated damages to the Procuring Entity; and ii. the aggregate liability of the Bidder to the Procuring Entity under the Contract shall not exceed the amount specified in the SCC, which shall not be less than the amount of the Contract Price and more than double of it, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Procuring Entity with respect to patent infringement.
4. Termination and Disputes			
<u>5.1</u>	Termination for Default	<u>5.1.1</u>	<p>The Procuring Entity, without prejudice to any other remedy under the provisions of the Act, the Rules or the Contract for breach of Contract, by Notice of default sent to the Bidder, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> i. if the Bidder fails to deliver any or all of the Goods and/ or Related Services within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 3.8 [Extension of Time]; or ii. if the Bidder fails to perform any other obligation under the Contract. iii. if the Bidder, in the judgment of the Procuring Entity has breached any

			provision of the Code of Integrity, as defined in the Act, the Rules and GCC Clause 2.3 [Code of Integrity], in competing for or in executing the Contract.
		<u>5.1.2</u>	In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 5.1.1(i), the Procuring Entity may procure, upon such terms and in such manners it deems appropriate, the Goods and/or the Related Services similar to those undelivered or not performed, and the Bidder shall be liable to the Procuring Entity for any additional cost for such similar Goods or related services and such additional cost shall be recovered from the dues of the Bidder with the Procuring Entity.
<u>5.2</u>	Termination for Insolvency	<u>5.2.1</u>	The Procuring Entity may at any time terminate the Contract by giving Notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity.
<u>5.3</u>	Termination for Convenience	<u>5.3.1</u>	<p>i. The Procuring Entity, by Notice sent to the Bidder may terminate the contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that notice is for the Procuring Entity's convenience, the extent to which performance of the Bidder under the contract is terminated, and the date upon which such termination becomes effective.</p> <p>ii. The Goods which have been shipped or despatched at the time of Bidder's receipt of the notice of termination may be accepted by the Procuring Entity at the contract terms and prices.</p>
<u>5.4</u>	Dispute Resolution	<u>5.4.1</u>	Dispute Resolution Mechanism shall be as stated in Appendix A

Appendix A: Dispute Resolution Mechanism

Any dispute arising from the Contract shall be resolved amicably, as far as possible. The levels of the Dispute Resolution mechanism shall be as follows:

- I. Amicable resolution between representatives of Parties to the Contract
- II. If a question, difference or objection arises in connection with or out of the contract agreement or the meaning of operation of any part thereof or the rights, duties or liabilities of either party have not been settled by amicable resolution through mutual discussions, it shall be referred to the appropriate Empowered Dispute Resolution Committee for decision, if the amount of the claim is more than Rs. 50000/-.

Dispute Resolution Mechanism will have the following Committees at the levels of Head of the Department and Administrative Secretary of the Department:-

1. Head of the Department Level Committee: to address disputes in contracts of value up to Rupees One Crore:

The Head of the Department Level Committee shall comprise of Head of the Department, Financial Advisor/ Chief Accounts Officer of the Department, Concerned Procuring Entity or Additional Head of the Department (Member -Secretary) and Representative of Law Department not below the rank of ALR or equivalent.

2. Administrative Secretary Level Committee: to address disputes in contracts of value of more than Rupees One Crore:

The Administrative Department Level Committee shall comprise of Administrative Secretary of the Department, Representative of Finance Department not below the rank of Deputy Secretary, Law Secretary or his nominee, not below the rank of Joint Legal Remembrance, Chief Engineer-cum-Addl. Secretary of the concerned department and Chief Engineer concerned (Member-Secretary) [in case of other than a Works Department: Head of the Department and Additional Head of the Department (Member-Secretary)].

NOTE: In case the Procuring Entity is other than a Department of the State Government, the concerned Administrative Department will decide the levels of various members of the two Dispute Resolution Committees.

- III. Arbitration will be applicable in case of disputes arising in contracts of value of more than Rupees 10 Crore which remain unresolved through the Dispute Resolution Committee.
- IV. All legal proceedings, if necessary arise to institute by any of the parties shall have to be lodged in courts situated in Rajasthan and not elsewhere.
- V. Procedure of reference to the Dispute Resolution Committee:-
- VI. The Bidder shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One lakh, within three months of occurrence of the Dispute. The Procuring Entity shall prepare a reply of representation and shall represent its stand before the concerned Dispute Resolution Committee. From the side of the Bidder, the claim case may be presented by himself or through a representative. After hearing both the parties, the Dispute Resolution Committee shall pronounce its decision which shall be final and binding both on the Bidder and the Procuring Entity.

GCC 4.2.1	<ol style="list-style-type: none"> 1. Payment for Operations and Maintenance of various modules shall be done on monthly basis upon verification from the Nodal Officer. after 3 months of Successful operation of the work as detailed in terms of reference. 2. Operations & Maintenance of modules shall start immediately after successful implementation.
GCC 4.2.4	The currency in which payments shall be Indian Rupees only .
GCC 4.2.7	No Advance payment will be made.
GCC 4.3.2	Bidder shall be responsible for all taxes, stamp duties, license fees etc.
GCC 4.4.1	Performance security shall be provided 5% of the Work Amount within 15 days from letter of acceptance Performance Security may be in the form of Demand Draft//Bank Guarantee, valid for 60 days beyond the contract period.
GCC 4.4.2	The Performance Security shall be denominated in the currency of the Contract and shall be in one of the following forms: Demand Draft, Banker's Cheque or Bank guarantee of a Scheduled Bank in India.
GCC 4.4.4	The Performance Security shall be discharged by the Procuring Entity and returned to the Bidder not later than sixty (60) days after satisfactory completion of O&M Period of 36 months.
GCC 4.5.1	<ol style="list-style-type: none"> 1. Leave without Permission of any manpower will attract penalty of Rs 5000/- per day. 2. The TSP firm will be solely responsible for data security for which the firm shall furnish an affidavit to this effect and will ensure regular inspection to the OIC for data security and in case any breach in data security, appropriate penalties shall be imposed on the TSP firm. The amount of penalties shall be decided by a committee constituted by the commissioner ADA. 3. Liquidated Damage shall be imposed on any break, default on any service for which a grace period will be given to the TSP firm which will vary from four hours to twenty four hour depending on the gravity of the service and its expected reasonable time of repair and will vary from rupees one thousand to three thousand per day if the default period exceeds the grace period.

Section VI Contract Forms

1. Letter of Acceptance

Letter of Acceptance

[on letter head paper of the Procuring Entity]

No. Dated

To: *[name and address of the Contractor]*

Subject: *[Notification of Award for the Works]*

This is to notify you that your Bid dated *[date]* for execution of the
..... *[name of the contract and identification number, as given in the Contract Data]*
..... for the Accepted Contract Amount of the equivalent of *[.amount in numbers and words and name of currency]*, as corrected and modified in negotiations and in accordance with the Instructions to Bidders has been accepted by
[Designation of the Procuring Entity] The date of commencement and completion of the Works shall be:
.....

You are requested to furnish the Performance Security/ Performance Security Declaration within Days in the form given in the Contract Forms for the same for an amount equivalent to Rupees..... within days of notification of the award valid up to 60 days after the date of expiry of Defects Liability Period and maintenance period, if applicable, and sign the Contract, failing which action as stated in sub-section 2 of section 42 of the Rajasthan Transparency in Public Procurement Act, 2012 and Instructions to Bidders shall be taken.

Authorized Signature:

Name and Title of Signatory:

Designation:

2. Contract Agreement

Contract Agreement

THIS AGREEMENT made theday of,, between the [name of the Procuring Entity if other than a department of the State Government]. (hereinafter “the Procuring Entity”) which expression shall, where the context so admits, be deemed to include his successors in office and assigns, of the one part, and [name of the Contractor](hereinafter “the Contractor”), which expression shall, where the context so admits, be deemed to include his heirs, successors, executors and administrators, of the other part:

WHEREAS the *Procuring Entity* desires that the Works known as [name of the Contract]should be executed by the Contractor, and has accepted a Bid by the Contractor for the execution and completion of these Services and the remedying of any defects therein, and for which the Contractor has submitted Performance Security for Rupees ----- in the form of -----

The Procuring Entity and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - a) The Letter of Acceptance;
 - b) Financial Offer;
 - c) TOR;
 - d) Notice Inviting Bids.
 - e) SCC
 - f) GCC
 - g) Bid Data Sheet
 - h) Instruction to Bidders
3. In consideration of the payments to be made by the Procuring Entity to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Procuring Entity to execute the Works (and, if applicable, maintain the Services for a period of -----) in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Contractor in consideration of the execution and completion of the Services therein (and, if applicable, maintain the

Service for a period of -----), the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India and Rajasthan on the day, month and year indicated above.

Signed by

Signed by.....

for and on behalf of the Governor/ Procuring Entity
in the presence of

.....for and on behalf the Contractor
in the presence of

Witness:-
Name:-
Signature:-
Address:-
Date:-

Witness:-
Name:-
Signature:-
Address:-
Date:-

Note: Format for contract agreement may be modified as per the procurement entity.

3. Performance Security

Performance Security

..... *[Bank's Name, and Address of Issuing Branch or Office]*

Beneficiary: *[Name and Address of Procuring Entity]*

Date:.....

Performance Guarantee No.:

We have been informed that *[name of the Contractor]* (hereinafter called "the Contractor") has entered into Contract No. *[reference number of the Contract]*. dated with you, for the execution of *[name of contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance security is required.

At the request of the Contractor, we *[name of the Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of Rupees* *[amount in figures]* (.Rupees..... *[amount in words]*) such sum being payable upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

The Guarantor agrees to extend this guarantee for a specified period in response to the Procuring Entity's written request for such extension for that specified period, provided that such request is presented to the Guarantor before the expiry of the guarantee.

This guarantee shall expire, no later than the Day of **, and any demand for payment under it must be received by us at this office on or before that date.

.....
Seal of Bank and Authorised Signature(s)

* *The Guarantor shall insert an amount representing the percentage of the Contract Price specified in the Contract*
** *Insert the date sixty days after the expected completion date, including defect liability period and maintenance period, if any.*

- Notes:*
- 1. All italicized text is for guidance on how to prepare this advance payment guarantee and shall be deleted from the final document.*
 - 2. the Procuring Entity should note that in the event of an extension of the time for completion of the Contract, the Procuring Entity would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee.*

4. Performance Security Declaration

Form of Performance Security Declaration

Date: _____ *[insert date (as day, month and year)]*

Contract Name and No.: _____ *[insert name and number of Contract]*

To: _____ *[insert Designation and complete address of Procuring Entity]*

We, the undersigned, declare that:

We understand that, according to your conditions, the Contract must be supported by a Performance Security Declaration as a guarantee to ensure fulfilment of our all performance obligations under the Contract for _____ *[insert name of subject matter of procurement]*.

We accept that we will automatically be suspended from being eligible for bidding in any contract with you for the period of time of _____ *[Procuring Entity to indicate here the period of time for which the Procuring Entity will declare a Bidder ineligible to be awarded a Contract if the performance Security Declaration is to be executed]* starting on the date that we receive a notification from you, the _____ *[Designation of the Procuring Entity]* that our Performance Security Declaration is executed, if we are in breach of any of our performance obligation under the conditions of the Contract,

We understand this Performance Security Declaration shall expire after 60 days of completion of our all obligations under the Contract including Defect Liability, warranty/ Guarantee, operation, maintenance, etc. in accordance with the conditions of the Contract.

Signed: _____

[insert signature of person whose name and capacity are shown]

In the capacity of: _____

[Insert legal capacity of person signing the Performance Security Declaration]

Name: _____

[insert complete name of person signing the Declaration]

Duly authorized to sign the Contract for and on behalf of: _____

[Insert complete name and address of the Bidder]

Dated on _____ day of _____, _____ *[insert date of signing]*

Corporate Seal _____.

Name of the Bidder/ Bidding Firm / Company :						
	PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)					
NUMBER #	TEXT #		TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Qty.	Units	BASIC RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Yearly in Rs. P	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Complete responsibility of Maintenance, upgradation of existing software modules and Networking, Networking Operational Control, server management Facility management ,hosting services and operational services of existing infrastructure at ADA as per detailed scope of work enumerated in the tender document including deployment of two software operational Manpower for Complete Operation of the ADA software system on its website and as per requirement of office and One Project Coordinator cum Network Administrator ADA for 2 years for this work and one Server administrator to handle application/ data/ and server management at ADA (in all minimum manpower requirement is one project Administrator, one server manager and two software operational manpower total 4 manpower)for 2 years for this work as per detailed scope of work mentioned in the tender documents	1 Job	per month			
Total in Figures						
Quoted Rate in Words						

परिशिष्ट- D-1

(तकनीकी निविदा के साथ प्रस्तुत करने हेतु)

फर्म का वार्षिक टर्न ओवर प्रमाण पत्र चार्टर्ड अकाउन्टेन्ट द्वारा जारी किये हुए दस्तावेजों के आधार पर

प्रमाणित किया जाता है कि मै0/फर्म के विगत वर्षों का वार्षिक टर्न ओवर सी.ए. ऑडिट रिपोर्ट के अनुसार निम्न प्रकार से है :-

क्र.सं. 1	वित्तीय वर्ष 2	फर्म का वार्षिक टर्न ओवर राशि (लाखों में) 3	2015-16 से 2017-18 में कुल जमा 4	संबंधित संलग्नक का पृष्ठ संख्या 5
01	2015-16			
02	2016-17			
03	2017-18			

नोट :- उपरोक्त परिशिष्ट के संबंध में आवश्यक दस्तावेज (सी ए रिपोर्ट) ही संलग्न करावें व समस्त कॉलम की पूर्ति के साथ संलग्न दस्तावेजों के पृष्ठ संख्या को आवश्यक रूप से अंकित करावें। परिशिष्ट को रिक्त रखे जाने पर निविदा पर विचार नहीं किया जावेगा।

घोषणा

उक्त विवरण विगत उल्लेखित वित्तीय वर्षों की सी ए ऑडिट रिपोर्टों दस्तावेजों के आधार पर के आधार पर सत्य है। सी ए रिपोर्ट संलग्न है।

निविदादाता के हस्ताक्षर मय पूर्ण पता

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फोन नम्बर / मोबाईल नम्बर

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परिशिष्ट- E-1

(तकनीकी निविदा के साथ प्रस्तुत करने हेतु)
सर्विस टैक्स जमा संबंधि विवरण

प्रमाणित किया जाता है कि मै0/फर्म के विगत वर्षों का सर्विस
टैक्स

जमा विवरण जमा चालान, एस टी-5 रिटर्न के आधार रिपोर्ट के अनुसार निम्न प्रकार से है (लाखों में)

क्र.सं.	वर्ष	विभाग का नाम 3	वर्ष में कुल सर्विस टैक्स. जमा राशि (लाखों में) 4	2015-16 से 2017-18 में कुल जमा 5	संलग्न है/नहीं यदि हां तो बिड के साथ संलग्न पृष्ठ सं0 उल्लेखित करें 6
1	2				
01	2015-16	1		2015-16	
		2			
		3			
02	2016-17	1		2016-17	
		2			
		3			
03	2017-18	1		2017-18	
		2			
		3			

नोट :- उपरोक्त परिशिष्ट के संबंध में आवश्यक दस्तावेज (जमा चालान) ही संलग्न करावें व समस्त कॉलम की पूर्ति के साथ संलग्न दस्तावेजों के पृष्ठ संख्या को आवश्यक रूप से अंकित करावें। परिशिष्ट को रिक्त रखे जाने पर निविदा पर विचार नहीं किया जावेगा।

घोषणा

उक्त विवरण हमारी फर्म द्वारा दिया गया है जो दस्तावेजों के आधार पर सही है विवरण के संबंध में संबंधित जारी अनुभव प्रमाण पत्र संलग्न किये जा रहे हैं।

निविदादाता के हस्ताक्षर मय पूर्ण पता

.....
.....

. फोन नम्बर / मोबाईल नम्बर

परिशिष्ट- F-1

Criminal Liability Undertaking (Undertaking in Self Declaration)

E-Tender I.D.:-----

Name of E-Tender.....

I/We.....S/o.....Resident

of.....

..... Do solemnly pledge and affirm:-

1-That i m the proprietor/authorizes sigatory of M/s

2-That M/s (Name of firm/agency) has not been niether prosecuted nor declared defaulter by any Govt.Agency and No proceedings in any nature i.e.CBI/FEMA/Criminal/Incometax/Vat/Salestax/LabourLaws/Blacklisted is going on/contemplated/pending against the firm.

3- No court case is pending concerning or and govt. department or local body or urban development authority.

Name & Signature

seal of the participating Bidder company

Affirmation/Verification