

2024

RajCOMP Info Services Limited (RISL)

**Final Request for Proposal (RFP)
Document for Selection of Agency for
Study, Design, Development &
Implementation of Online Portal for Real
Estate Regulatory Authority 2.0,
Rajasthan**





Table of Contents

ABBREVIATIONS & DEFINITIONS	6
INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB).....	9
1 PROJECT PROFILE &BACKGROUND INFORMATION	11
1.1 PROJECT PROFILE.....	11
1.2 ABOUT RERA.....	11
1.3 RERA's VISION	13
1.4 ABOUT RISL.....	13
2 PRE-QUALIFICATION/ ELIGIBILITY CRITERIA	14
2.1 PRE-QUALIFICATION CRITERIA.....	14
3 SCOPE OF WORK, DELIVERABLES & TIMELINES	17
3.1 KEY MODULES OF RERA PORTAL	18
3.1.1 RERA Modules.....	18
3.1.2 Additional Modules/Services, but not limited to, required to be developed.....	19
3.2 RERA 2.0 APPLICATION ARCHITECTURE	21
3.2.1. Architectural Principles.....	21
3.2.2. Web Based Architecture.....	21
3.2.3. Security Architecture	21
3.3 RERA 2.0 PORTAL DEVELOPMENT AND ENHANCEMENTS	22
3.3.1 System Analysis and Design.....	22
3.3.2 Migration of existing data	23
3.3.3 Development and Implementation.....	23
3.3.4 Integration with Other Applications/Modules	24
3.3.5 Testing and Deployment	24
3.3.6 Training & Capacity Building of the various stakeholders.....	25
3.3.7 Security Audit and Safe to Host Certification.....	25
3.3.8 Setup in DR Mode.....	25
3.3.9 Setup on Multiple Domain and Hosting of the Application, Web Portal and Mobile App	25
3.3.10 Deployment of manpower during development phase.....	25
3.4 OPERATION AND MAINTENANCE	25
3.4.1 Deployment of Manpower	26
3.4.2 New Development and Enhancement:.....	27
3.4.3 Managed Services during Operations and Maintenance Period:	27
3.4.4 Training & Helpdesk Support (Incident/ Problem Management)	27
3.4.5 Operations & Maintenance Reports	28
3.4.6 Backup of Data.....	29
3.4.7 Project and Change Management.....	29
3.4.8 Miscellaneous Works	29
3.4.9 Project Deliverables, Milestones & Time Schedule	30
3.5 ROLES AND RESPONSIBILITIES OF RISL: ROLES AND RESPONSIBILITIES OF RISL SHALL INCLUDE AS BELOW. .	30
3.6 ROLES AND RESPONSIBILITIES OF SELECTED BIDDER.....	30
3.7 ROLES AND RESPONSIBILITIES OF USER DEPARTMENT	31
4 INSTRUCTION TO BIDDERS (ITB).....	32
4.1 BIDDING PROCEDURE	32
4.2 SALE OF BIDDING/ TENDER DOCUMENTS	32
4.3 PRE-BID MEETING/ CLARIFICATIONS	32
4.4 CHANGES IN THE BIDDING DOCUMENT	32
4.5 PERIOD OF VALIDITY OF BIDS.....	33
4.6 FORMAT AND SIGNING OF BIDS	33
4.7 COST & LANGUAGE OF BIDDING.....	34
4.8 ALTERNATIVE/ MULTIPLE BIDS	34



**Final Request for Proposal (RFP) Document for Selection of Agency for Study, Design,
Development & Implementation of Online Portal for Real Estate Regulatory Authority 2.0, Rajasthan**

4.9	BID SECURITY	34
4.10	DEADLINE FOR THE SUBMISSION OF BIDS	35
4.11	WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS	35
4.12	OPENING OF BIDS.....	35
4.13	SELECTION METHOD.....	36
4.14	EVALUATION & TABULATION OF TECHNICAL BIDS	36
4.15	EVALUATION & TABULATION OF FINANCIAL BIDS	39
4.16	CORRECTION OF ARITHMETIC ERRORS IN FINANCIAL BIDS	40
4.17	PRICE/ PURCHASE PREFERENCE IN EVALUATION	40
4.18	NEGOTIATIONS	40
4.19	EXCLUSION OF BIDS/ DISQUALIFICATION	40
4.20	LACK OF COMPETITION	41
4.21	ACCEPTANCE OF THE SUCCESSFUL BID AND AWARD OF CONTRACT	41
4.22	INFORMATION AND PUBLICATION OF AWARD	42
4.23	PROCURING ENTITY'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS	42
4.24	RIGHT TO VARY QUANTITY	42
4.25	PERFORMANCE SECURITY	43
4.26	ADDITIONAL PERFORMANCE SECURITY	44
4.27	EXECUTION OF AGREEMENT	44
4.28	CONFIDENTIALITY	45
4.29	RISK AND COST.....	45
4.30	PRICE FALL CLAUSE	45
4.31	CANCELLATION OF PROCUREMENT PROCESS.....	45
4.32	CODE OF INTEGRITY FOR BIDDERS	46
4.33	INTERFERENCE WITH PROCUREMENT PROCESS.....	46
4.34	APPEALS	47
4.35	STAY OF PROCUREMENT PROCEEDINGS	48
4.36	VEXATIOUS APPEALS & COMPLAINTS.....	48
4.37	OFFENSES BY FIRMS/ COMPANIES	48
4.38	DEBARMENT FROM BIDDING.....	49
4.39	MONITORING OF CONTRACT	49
5	GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT	50
5.1	DEFINITIONS	50
5.2	VERIFICATION OF ELIGIBILITY DOCUMENTS BY PURCHASER.....	50
5.3	CONTRACT DOCUMENTS	51
5.4	INTERPRETATION	51
5.5	LANGUAGE.....	51
5.6	JOINT VENTURE, CONSORTIUM OR ASSOCIATION	51
5.7	ELIGIBLE GOOD AND RELATED SERVICES.....	51
5.8	SERVICE OF NOTICE, DOCUMENTS & ORDERS.....	52
5.9	SCOPE OF SUPPLY	52
5.10	DELIVERY & INSTALLATION	52
5.11	SUPPLIER'S/ SELECTED BIDDER'S RESPONSIBILITIES	53
5.12	PURCHASER'S RESPONSIBILITIES	53
5.13	CONTRACT PRICE.....	53
5.14	RECOVERIES FROM SUPPLIER/ SELECTED BIDDER	53
5.15	TAXES & DUTIES	53
5.16	COPYRIGHT/INTELLECTUAL PROPERTY RIGHTS	53
5.17	CONFIDENTIAL INFORMATION	53
5.18	SUB-CONTRACTING	54
5.19	SPECIFICATIONS AND STANDARDS.....	54
5.20	PACKING AND DOCUMENTS.....	55



**Final Request for Proposal (RFP) Document for Selection of Agency for Study, Design,
Development & Implementation of Online Portal for Real Estate Regulatory Authority 2.0, Rajasthan**

5.21	INSURANCE	55
5.22	TRANSPORTATION	55
5.23	INSPECTION	55
5.24	TESTING CHARGES	56
5.25	REJECTION	56
5.26	INSURANCE, SAFETY REGULATION, ACCIDENT AND DAMAGE	56
5.27	REJECTION	56
5.28	EXTENSION IN DELIVERY PERIOD AND LIQUIDATED DAMAGES (LD)	57
5.29	PATENT INDEMNITY	58
5.30	LIMITATION OF LIABILITY	59
5.31	FORCE MAJEURE	59
5.32	CHANGE ORDERS AND CONTRACT AMENDMENTS	59
5.33	TERMINATION	60
5.34	EXIT MANAGEMENT	61
6	SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT	64
6.1	PAYMENT TERMS AND SCHEDULE	64
6.2	PAYMENT SCHEDULE	64
6.3	KEY PERSONNEL REQUIREMENTS	65
6.4	SERVICE LEVEL STANDARDS/ REQUIREMENTS/ AGREEMENT	65
6.5	QUALITY OF SERVICES	68
6.6	CHANGE REQUESTS / MANAGEMENT	68
7	ANNEXURES	70
	ANNEXURE – 1: COVERING LETTER FOR TECHNICAL BID	70
	ANNEXURE - 2: PRE-BID QUERIES FORMAT	71
	ANNEXURE - 3: BIDDER'S AUTHORIZATION CERTIFICATE	72
	ANNEXURE - 4: SELF-DECLARATION (Declaration by the Bidder regarding Qualifications).....	73
	ANNEXURE - 5: CERTIFICATE OF CONFORMITY/ NO DEVIATION	74
	ANNEXURE - 6: DECLARATION BY BIDDER.....	75
	ANNEXURE - 7: FINANCIAL BID COVER LETTER & FORMAT	76
	ANNEXURE - 8: BANK GUARANTEE FORMAT	79
	ANNEXURE - 9: DRAFT AGREEMENT FORMAT	84
	ANNEXURE - 10: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE- QUALIFICATION EXPERIENCE	86
	ANNEXURE - 11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012	87
	ANNEXURE – 12: QUALIFICATION AND EXPERIENCE OF REQUIRED RESOURCES	88
	ANNEXURE – 13: FORMAT FOR CV OF RESOURCES	89
	ANNEXURE – 15: FORMAT FOR PROPOSAL DOCUMENT.....	90
	ANNEXURE – 16: INDICATIVE REQUIREMENTS FOR ENHANCEMENT & NEW MODULES	91
	ANNEXURE – 17: Original Software Developer (MANUFACTURER'S AUTHORIZATION FORM (MAF). 100	



Request for Proposal (RFP) Document for Selection of Agency for Study, Design, Development & Implementation of Online Portal for Real Estate Regulatory Authority 2.0, Rajasthan

Reference No. F4.3 (227)/RISL/Tech/2017/Part-II

Mode of Bid Submission	Online through eProcurement/ eTendering system at http://eproc.rajasthan.gov.in
Procuring Authority	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Date & Time of Pre-bid meeting	
Last Date & Time of Submission of Bid	
Date & Time of Opening of Technical Bid	

Bidding Document Fee: Rs.5000 (Rupees Five Thousand only)

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

RajCOMP Info Services Limited (RISL)

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

Phone: 0141-2921192 Fax: 0141-2228701

Web: <http://risl.rajasthan.gov.in>

ABBREVIATIONS & DEFINITIONS

Act	The Rajasthan Transparency in Public Procurement Act, 2012 (Act No. 21 of 2012) and Rules thereto
Authorised Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
BG	Bank Guarantee
Bid/ eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid
BoM	Bill of Material
CMC	Contract Monitoring Committee
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement. MD, RISL in this bidding document.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement
Contract/ Project Period	The Contract/ Project Period shall commence from the date of issue of Work order and five years of operations and maintenance from the data of commissioning.
COTS	Commercial Off The Shelf Software
Day	A calendar day as per GoR/ Gol.
DC	Distribution Centers (Anganwadi Centers/ Schools/ Colleges/ Others) to distribute Sanitary Napkins to Beneficiaries
DeitY, Gol	Department of Electronics and Information Technology, Government of India
DoIT&C	Department of Information Technology and Communications, Government of Rajasthan.
ETDC	Electronic Testing & Development Center
FOR/ FOB	Free on Board or Freight on Board
GIGW	Guidelines for Indian Government Websites (GIGW)
Gol/ GoR	Govt. of India/ Govt. of Rajasthan
Goods	All articles, material, commodities, electricity, livestock, furniture, fixtures, raw material, spares, instruments, software, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock and any other category of goods, whether in solid, liquid or gaseous form, purchased or otherwise acquired for the use of a procuring entity as well



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	as services or works incidental to the supply of the goods if the value of services or works or both does not exceed that of the goods themselves
GP	Gram Panchayat
GST	Goods and Service Tax
ICT	Information and Communication Technology.
IFB	Invitation for Bids (A document published by the procuring entity inviting Bids relating to the subject matter of procurement and any amendment thereto and includes notice inviting Bid and request for proposal)
INR	Indian Rupee
ISI	Indian Standards Institution
ISO	International Organisation for Standardisation
IT	Information Technology
ITB	Instruction to Bidders
LD	Liquidated Damages
LoI	Letter of Intent
NCB	A bidding process in which qualified bidders only from within India are allowed to participate
NeGP	National e-Governance Plan of Government of India, Department of Information Technology (DIT), Ministry of Communications and Information Technology (MCIT), New Delhi.
NIB	Notice Inviting Bid
Notification	A notification published in the Official Gazette
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
Procurement Process	The process of procurement extending from the issue of invitation to Bid till the award of the procurement contract or cancellation of the procurement process, as the case may be
Project Site	Wherever applicable, means the designated place or places.
PSD/ SD	Performance Security Deposit/ Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by a seller (bidder) under a purchase order or contract of sale. Also called buyer. RISL in this RFP document.
RajSWAN/ RSWAN	Rajasthan State Wide Area Network
RERA	Real Estate Regulatory Authority, Rajasthan
RISL	RajCOMP Info Services Limited
RSDC	Rajasthan State Data Centre, New IT Building, Jaipur
Services	Any subject matter of procurement other than goods or works and includes physical, maintenance, professional, intellectual, consultancy and advisory services or any service classified or declared as such by a procuring entity and does not include appointment of any person made



	by any procuring entity
SLA	Service Level Agreement is a negotiated agreement between two parties wherein one is the customer and the other is the service provider. It is a service contract where the level of service is formally defined. In practice, the term SLA is sometimes used to refer to the contracted delivery time (of the service) or performance.
State Government	Government of Rajasthan (GoR)
State Public Procurement Portal	http://sppp.rajasthan.gov.in/
STQC	Standardisation Testing and Quality Certification, Govt. of India
Subject Matter of Procurement	Any item of procurement whether in the form of goods, services or works
TIN	Tax Identification Number
TPA	Third Party Auditors
URS	User Requirement Specification
WCAG	Web Content Accessibility Guidelines
WO/ PO	Work Order/ Purchase Order



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

NIB Ref No: F4.3 (227)/RISL/Tech/2017/Part-II/8902
UBN – RIS2324SLOB00112

Dated 13.03.2024

Name & Address of the Procuring Entity	<ul style="list-style-type: none"> Name: Managing Director, RajCOMP Info Services Limited (RISL) Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
Name & Address of the Project Officer In-charge (POIC)	<ul style="list-style-type: none"> Name: Sh. Mukesh Arora Designation: Additional Director, DoIT&C Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan) Email: marora.doit@rajasthan.gov.in
Subject Matter of Procurement	Request for Proposal (RFP) Document for Selection of Agency for Study, Design, Development & Implementation of Online Portal for Real Estate Regulatory Authority 2.0, Rajasthan
Bid Procedure	Single-stage: Two part (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Least Cost Based Selection (LCBS)
Portals for downloading Bidding Document, Corrigendum's, Addendums etc.	<ul style="list-style-type: none"> Portals: http://sppp.rajasthan.gov.in, http://eproc.rajasthan.gov.in, http://risl.rajasthan.gov.in, http://doitc.rajasthan.gov.in, https://rera.rajasthan.gov.in/ Bidding document fee: Rs 5000.00 (Rupees Five thousand only) in cash/ demand draft in favour of "Managing Director, RISL" payable at "Jaipur". RISL Processing Fee: Rs. 2000 (Rupees Two Thousand only) in Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	<ul style="list-style-type: none"> Rs 2.95 Crores Only
Bid Security (EMD) and Mode of Payment	<ul style="list-style-type: none"> Amount (INR): 2% of the estimated procurement cost, 0.50% for S.S.I. unit of Rajasthan, 1.0% for Sick Industries, other than S.S.I., whose cases are pending with Board of Industrial & Financial Reconstruction Mode of Payment: Banker's cheque or Demand Draft or Bank Guarantee, in specified format, of a Scheduled Bank in favor of "Managing Director, RISL" payable at "Jaipur"
Period of Sale of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> Start Date: 15-03-2024 03.00 PM End Date: 24-04-2024 03.00 PM
Date/ Time/ Place of Pre-bid Meeting	<ul style="list-style-type: none"> Date/ Time of Prebid: 2-04-2024 at 03:30 PM Place: Board Room, RISL, Yojna Bhawan, C-scheme, Jaipur
Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> Manner: Online at e-Proc website (http://eproc.rajasthan.gov.in) Start Date: 15-04-2024 03.00 PM End Date: 24-04-2024 03.00 PM
Submission of Demand Draft for Tender Fee, Bid	<ul style="list-style-type: none"> Start Date: 15-03-2024 03.00 PM End Date: 24-04-2024 03.00 PM
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> Date: 26.04.2024 04:00 PM Time: Place: Committee Room, II Floor, DoIT&C HQ, Yojana Bhawan, Jaipur



Date/ Time/ Place of Financial Bid Opening	Date & Time will be intimated later to technically qualified bidders
Bid Validity	120 days from the bid submission deadline
Note: <ol style="list-style-type: none">1. Bidder (authorized signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of same should also be uploaded along with the technical Bid/ cover.2. In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and RISL Processing Fee up to as mentioned in NIB, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for Bidding document fee, RISL Processing Fee and Bid Security should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.3. To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, Safecrypt, Ncode etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC. Also, bidders must register on http://eproc.rajasthan.gov.in (bidders already registered on http://eproc.rajasthan.gov.in before 30-09-2011 must register again).4. RISL will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.5. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.6. No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.7. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal. <p>The provisions of RTPPA Act 2012 and Rules thereto including subsequent amendment, if any, shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPPA Act 2012 and Rules thereto, the later shall prevail.</p>	

SD-
Mukesh Arora

1 PROJECT PROFILE & BACKGROUND INFORMATION

1.1 Project Profile

Government of Rajasthan has focused on electronic service delivery to provide public services to all citizens through electronic mode in order to ensure transparency, efficiency, accountability, accessibility and reliability in delivery of various services. In order to achieve the above objective of Government of Rajasthan and also the vision of RERA Act, Rajasthan RERA has envisaged the development of a portal leveraging Information & Communications Technology (ICT) along with predictive and prescriptive data analytics as the key enabler to enable officials to track the status of all the requests, registrations, filings and complaints received in an efficient and seamless manner. Following are the desired objectives:

- Enhance the effectiveness of the regulatory regime and ease various compliances.
- Enhance the overall transparency, responsiveness and efficiency of the regulatory regime as well as of the real estate promoters, buyers and the end users.
- Enforcing Rajasthan RERA Compliance and creating a healthy environment of Rajasthan RERA and increasing public participation in improving compliances.
- Periodic system driven mass communications and notifications to be triggered for all stakeholders to create awareness.
- Development of Project Grading System based on objective parameters and driven by autonomous online systems, making it unbiased, data driven and transparent with regards to project compliances and promoter track record.

Such an application, which shall be implemented in an interoperable mode, is expected to minimize the in-person interventions by a considerable margin, thereby streamlining the business rules & procedures of Rajasthan RERA for achieving enhanced quality of analysis, processing and transparency in citizen-centric decision making by the users.

1.2 About RERA

The Real Estate (Regulation and Development) Act, 2016 was brought into effect by the Government of India (GoI) on May 01, 2016. The Rajasthan Real Estate (Regulation and Development) Rules, 2017 were notified on May 01, 2017. Government of Rajasthan (GoR) has constituted the Rajasthan Real Estate Regulatory Authority (Raj. RERA) on March 06, 2019, including constitution of Real Estate Appellate Tribunal, appointment of Chairman & Member for Rajasthan RERA. The key components of Real Estate (Regulation and Development) Act, 2016 are as follows:

a) Real Estate Regulatory Authority

Under this Act, State Government is required to establish Real Estate Regulatory Authority for regulation and promotion of the real estate sector in the State. The Authority shall strive to facilitate the growth and promotion of a healthy, transparent, efficient and competitive real estate sector while protecting the interest of allottees, promoters and real estate agents. The authority shall also establish an adjudicating mechanism for speedy dispute redressal regarding registered real estate projects. The key responsibilities of the Authority shall be as follows:

- Ensuring Disclosures of Real Estate Projects by Promoters
- Real Estate Projects Registration
- Real Estate Agents Registration
- Complaints Redressal
- Provide recommendations to appropriate Government on in matters relating to the development & promotion of real estate sector.

b) Real Estate Projects Registration

All real estate projects will have to register except in projects where:

- Area of land proposed to be developed does not exceed five hundred square meters and number of apartments proposed to be developed does not exceed eight inclusive of all phases.
- Promoter has received completion certificate for a real estate project prior to commencement of this Act.
- For the purpose of renovation or repair or re-development which does not involve marketing, advertising, selling or new allotment of any apartment, plot or building, as the case may be, under the real estate project.

No promoter shall advertise, market, book, sell or offer for sale, or invite persons to purchase in any manner any plot, apartment or building, as the case may be, in any real estate project or part of it, in any planning area within Rajasthan, without registering the real estate project with the Rajasthan Real Estate Regulatory Authority. Promoters of ongoing real estate projects, in which all buildings as per sanctioned plan have not completed, shall also be required to be registered for such phase of the project.

If any promoter fails to register as per Act, he shall be liable to a penalty which may extend up to ten per cent of the estimated cost of the real estate project. On continued violation, he shall be punishable with imprisonment for a term which may extend up to three years or with fine which may extend up to a further ten per cent of the estimated cost of the real estate project, or with both.

Apart from Registration, the promoters shall be required to provide quarterly updates and annual statement of accounts on the status of the project to the Authority.

c) Real Estate Agents Registration

All Real Estate Agents should register under this Act. No real estate agent shall facilitate the sale or purchase of or act on behalf of any person to facilitate the sale or purchase of any plot, apartment or building, as the case may be, in a real estate project or part of it, without obtaining registration under this section.

If any real estate agent fails to register, he shall be liable to a penalty of ten thousand rupees for every day during which such default continues, which may cumulatively extend up to five per cent of the cost of plot, apartment or buildings, as the case may be, of the real estate project, for which the sale or purchase has been facilitated.

d) Filing of Complaints

Any aggrieved person may file a complaint with Rajasthan RERA or the Adjudicating Officer, as the case may be, with respect to any registered real estate project, for any violation or contravention of the provisions of this Act or the rules and regulations made there under. The Authority shall establish an adjudicating mechanism for speedy redressal of such complaints.

Any person aggrieved by any direction or decision, or order made by Rajasthan RERA or by an Adjudicating Officer may file an appeal before the Appellate Tribunal. Any person aggrieved by any decision or order of the Appellate Tribunal, may file an appeal to the High Court.

e) Financial Discipline

The Act strives to ensure greater financial discipline in the real estate sector. Some of its provisions are as follows:

- A promoter shall not accept more than ten per cent of the cost of the apartment, plot, or building as the case may be, as an advance payment or an application fee, from a person without first entering into a written agreement for sale (in prescribed Form-G) with such person and register the said agreement for sale.
- Seventy per cent of the amounts realized for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose.

- Withdrawal from such accounts shall be in proportion to the percentage of completion of the project, which shall be certified by an engineer, an architect and a chartered accountant in practice.
- Promoter to compensate buyer for any false or incorrect statement with full refund of property cost with interest.
- Project Accounts to be Audited / FY. Copy to be submitted to Rajasthan RERA
- Provision for Rajasthan RERA to freeze project bank account upon non-compliance.
- Provisions for stronger financial penalties for non-compliances of Real Estate Regulatory Authority.

1.3 RERA's Vision

RERA Rajasthan envisages to build robust and secure IT system which is flexible in meeting objectives of Rajasthan RERA. The solution is envisioned to improve efficiency, consistency and effectiveness of various processes and services to reduce turnaround time and to meet the demands of the stakeholders. It shall also enhance transparency and accountability. The ICT based platform should enable People, Process and System to integrate with each other for real time updates and provide actionable reports and analytics with a secured access. The system should be robust, secure, scalable, expandable, user friendly, mobile enabled, and should be easy to access information for all users at all levels for better information and decision making.

1.4 About RISL

RajCOMP Info Services Ltd. (formerly RajCOMP) is a fully Government of Rajasthan owned Company. RISL is a leading consulting organization in the field of Information Technology. RISL operates under the aegis of Government of Rajasthan. RISL is designated State Designated Agency (SDA) for implementation of National e-Governance Plan (NeGP) Components i.e., State Data Centre (SDC), State Wide Area Network (SWAN), Common Service Centre (CSC), State Service Delivery and other State's Mission Mode Projects (MMPs). RISL is also a Technology Partner with departments like Agriculture, State Election Department, JCTSL, Education Department, RHSDP etc. RISL takes up the activities of procuring and outsourcing of hardware, software, networking components and other products and services on behalf of Government Departments/ Organization(users).

2 PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

2.1 Pre-Qualification Criteria

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>Limited Liability Partnership Firm Registered under Limited liability partnership Act- 2008</p>	<p>- Copy of valid Registration Certificates</p> <p>- Copy of Certificates of incorporation</p> <p>- Copy of Certificates of incorporation</p>
2.	Financial-I: Turnover from IT/ ITeS*	Average annual turnover of at least Rs 15 Crore from IT/ITES during the last three financial years (FY's 2020-21, 2021-22, and 2022-23) as per last audited balance sheets or statements	CA certificate with CA's Registration Number/Seal and UDIN
3.	Financial II: Net Worth	The company must be positive net worth in last three financial years ending on 31st March 2023	CA Certificate with CA's Registration Number/ Seal and UDIN
4.	Technical Capability	<p>The Bidder should have been executing or completed the project for at least following numbers of projects for any Government Department / Government Agency / PSU:</p> <p>A. One Project of software application development, implementation and O&M of Web Portal/ Application based Software Application having value of Rs. 3 Crores</p> <p>Or</p> <p>B. Two Projects of software application development, implementation and O&M of Web Portal/ Application based Software Application having value of Rs. 1.75 Crore per project.</p>	<p>Annexure-5 per project reference work And Work Completion Certificates from the client;</p> <p>OR</p> <p>Work Order + Phase Completion Certificate from the client (The phase completion</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>Note:</p> <ol style="list-style-type: none"> 1. The date of the orders and completion of a project or go live of the project should remain between 1st Apr 2019 and last date of bid submission. 2. Projects executed within the agency's own company, group of companies, Joint Venture companies shall not be considered. 3. The cost of supply, installation and maintenance of hardware components will not be considered in project cost under these criteria. 4. The bidder can mention up to Two projects only. 	<p>certificate should indicate that the development and deployment of the portal/application has been completed as per the Work order.</p> <p>Values realized should be equal to or more as per technical capability compliance.</p>
5.	Certifications	The bidder must possess at the time of bidding, a valid (SEI certified) CMMI Level 3 or above in software development/ software engineering	Copy of a valid certificate
6.	Tax registration	<p>The bidder should have a registered number of</p> <ol style="list-style-type: none"> i.) Income Tax / PAN number ii.) GSTN where his business is located. <p>Note: Any certificate should belong to a date not later than the last day of bid submission.</p>	Copies of relevant certificates of registration
7.	Mandatory Undertaking	<p>Bidder should: -</p> <ol style="list-style-type: none"> a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. b) not have, and their directors and officers do not have, been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings; c) not have a conflict of interest in the procurement in question as specified in 	A Self Certified letter as per Annexure-4: Self-Declaration

S. No.	Basic Requirement	Specific Requirements	Documents Required
		the bidding document. d) comply with the code of integrity as specified in the bidding document.	
8.	Project Understanding	A proposal document on understanding of the scope of the project mentioned in the RFP	A self-certified proposal document with the details as per Annexure- 15
9.	Mandatory Requisites (Applicable only in case of Original Software Developer)	The bidder should have Original Software Developer authorization and a direct back-to-back support agreement with the OEM for the respective software included in the proposed solution. (If applicable)	The bidder must attach authorization for Original Software Developer Annexure-17 (wherever applicable)

Note:

1. All the scanned copies of certificates/documents attached with the tender should be stamped and signed by an authorized person of the bidder otherwise the tender is liable to be treated as INVALID.
2. Declarations on stamp papers should be invariably duly attested by Notary Public otherwise the tender is liable to be treated as INVALID.
3. Bidder shall produce original certificates/ documents during scrutiny stage if asked by concerned Tendering Authority.
4. In case the bidder has submitted any fraud information, samples, etc. regarding qualification criteria; then EMD of such bidder shall be forfeited & necessary legal actions shall be initiated against such bidder.
5. The procuring entity may require a bidder, who was pre-qualified, to demonstrate its qualifications again in accordance with the same criteria used to pre-qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.
6. RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information, and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012, procurement rules 2013 and subsequent amendments.

3 SCOPE OF WORK, DELIVERABLES & TIMELINES

With the intention to safeguard the interests of home buyers and to boost the investment in the real estate sector, Government of India (GoI) tabled the RERA Act in 2016, to serve as regulatory guidelines for real estate sector of all the Indian States and UTs. The Act makes it mandatory for real estate projects (both residential and commercial) having more than 500 Sq. m land area to register with RERA. This initiative also ensures improved levels of transparency in G2B, B2C and B2G interactions, eliminating chances of corrupt and fraudulent events to occur. In this regard, Rajasthan Real Estate (Regulation and Development) Rules came into being in May 2017, with the constitution of Rajasthan RERA in March 2019. Following are the statistics:

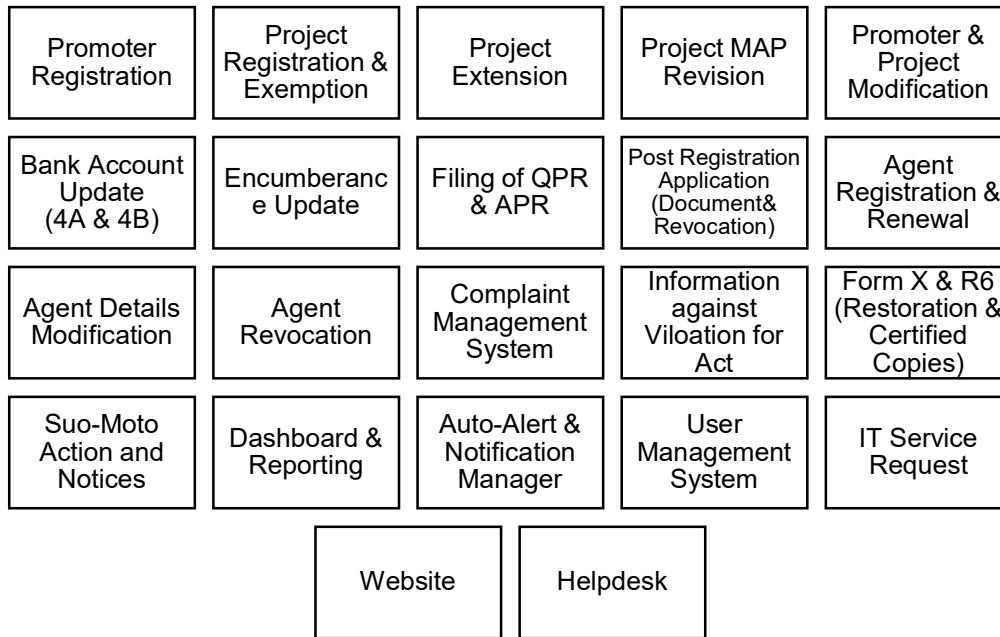
- **1800+** Promoter registrations
- **7900+** Agent registrations
- **2900+** Project registrations
- **2200+** grievance disposals

The primary features and/or functionalities offered by RERA Rajasthan portal include Promoter Registration, Agent Registration and Project Registration. This gives the citizens a transparent and efficient mechanism to have the right to access information about the property they plan to buy.

However, the RERA Rajasthan portal also poses some limitations with reference to its current methods of operations. One of the major limitations being the considerable time consumed in approvals and permissions for any new project registrations. Further to this, the documents required to be submitted in between the hearings for any application need to be submitted offline, which raises the need to introduce digitalized processes for the same. In addition, RERA Rajasthan portal also does not offer itself as a single platform for submitting applications/ complaints and make monetary transactions, causing inconvenience to the users. The effect of these drawbacks got reduced with the introduction of RERA Rajasthan portal in 2019 but could not be reduced considerably. Thus, there is an urgent need to leverage ICT as a key enabler of various technology driven solutions to transform the manner in which RERA operates. This in turn is expected to achieve the following benefits for both the citizens and the builders:

- Robust and flexible IT infrastructure to cater to the futuristic scalability requirements.
- Interoperability to allow seamless transfer of data by tapping into new data sources such as satellite mapping, credit rating, inventory etc.
- Simplification of operations in the real estate space of Rajasthan
- Enhanced data privacy through implementation of appropriate cyber security protocols and mechanisms in compliance with GoI and GoR IT policies and guidelines.

Therefore, in this regard, as part of initial IT systems enablement, RERA Rajasthan has developed an IT platform through which all the applications are processed online currently. These include:



In lieu of the requirement to enhance the application design & user interface, move to better advanced technologies, reducing the lags in application, security and to add more modules with cross platform integrations capability, RERA Rajasthan intends to redesign/ enhance the current IT application in terms of development of existing and new modules, mobile app along with technology and architecture upgradation. Here it should be noted that apart from the department workflow, the proposed application shall also be linked with RajDharaa and Rajasthan Payments Platform, e-Mitra etc or as required by the RISL/DOITC.

3.1 Key Modules of RERA Portal

3.1.1 RERA Modules

Below are the brief descriptions of the RERA modules and for detailed functional and indicative requirements may refer to Annexure -16.

- Promoter Registration:** Promoter registration module allows the promoter to get themselves registered on the portal and access various features and functionalities of the system either through a web or a mobile app.
- Agent Registration:** The agent registration module allows the Agent to get themselves registered on the portal and access various information.
- Project Registration and Exemption:** The project registration module allows promoters to register their projects with all the details required such as basic details, costing, common area, building area, associated consultant with the project, all the required documents etc. The exemption module allows the promoters to apply for exemption from RERA registration.
- Project Extension:** This module allows promoters to apply for the extension of the project.
- Profile Details Change:** This module allows promoters and agents to change their profile details.
- Project Map Revision:** This module allows the promoter to upload the revised map which was submitted by them at the time of project registration and got approved by RERA.
- Notification Management System:** Notification Management System send notification to user on each action taken by Authority like approval, objection, rejection, workflow movement etc. The selected bidder shall utilise the services for notifications like SMS, email etc as available with DoIT&C/RISL.

8. **Project Transfer/ Withdrawal:** Through this module, the promoters are able to apply for transfer/ withdrawal of the project by submitting an appropriate justification to RERA.
9. **Account and Fund Management:** This module allows RERA officials to manage the accounts and funds available to RERA. System has the functionality to capture various funds related details.
10. **Integration with External Services:** Integration of the redesigned RERA portal with other external services such as eMitra, SSO, Raj eSign etc.
11. **Online Payment/ Refund Management System:** The enhanced system allows all external users to pay for various services online through Rajasthan Payment Platform (RPP) and other portals as required.
12. **Complaint Management System:** The platform has end-to-end execution of the complaint from its filing, proceedings, execution & enforcement before the Authority & Adjudicating Officer.
13. **Bank & Encumbrance Account Change:** The system allows the promoter to fill the application for changing the bank account and encumbrance details through this module.
14. **Quarterly Return Filing (QPR) & Annual Return Filing (APR):** The redesigned and enhanced system allows and provide interface to promoters to fill the Quarterly Progress Reports (QPR) and Annual Progress Reports (APR) of their projects.
15. **Post Registration Application:** This module allows promoters to apply to revocation of projects and documents approvals like completion certificate, OC, partial CC etc.
16. **Dashboard and Analytics Reporting:** This facilitates users to generate various advance reports & dashboards to summarize key metrics and insights derived from the data analysis and offer visualization capabilities that create charts, graphs, and maps to visualize data in a more comprehensible format.
17. **Smart Warning System/ Notification Manager:** The solution shall be capable to send timely alerts & warnings regarding project extension, agent renewal and other RERA compliances QPR, APR etc. to promoters, agents.
18. **Suo Moto Actions:** Allows RERA authority to revoke or suspend any project.
19. **User Management System:** Secure access control is essential for safeguarding sensitive data within the RERA platform.
20. **Website:** User-centric website with comprehensive information and bilingual support, the RERA platform is a central hub for stakeholders to access crucial information, promoting transparency and informed decision-making within the real estate sector.
21. **Helpdesk:** A centralized and efficient platform for resolving IT issues faced by stakeholders, ultimately enhancing the overall user experience of the RERA platform.

The existing technology stack being used for RERA application is as

Front End – .Net with Razor Pages
Framework - .Net with MVC
Code Editor - Visual Studio 2019
Programming Language – C#
Database – SQL Server 2016

3.1.2 Additional Modules/Services, but not limited to, required to be developed.

- a. **Enquiry & Investigation:** The platform needs a provision for filing and executing enquiries and performing investigations.
- b. **Marketplace:**
 - **Project Marketplace:** A public listing of all projects, complaints, and orders etc. on RERA portal with a vast range of search criteria with nested search on various parameters.

- **Professionals Marketplace:** Application shall have a marketplace of professionals (CA/CS) on-boarded by promoters for submitting various certificates that are required during the project registration and compliance alike.
- c. **Allocation:** Allocation of application can be done in the following ways:
 - **Auto Allocation:** If configured, the system must automatically allocate the right officer from the RERA office on the basis of predefined allocation rules.
 - **Manual Allocation:** If configured, the system must provide an option to manually allocate the scrutiny officer for all registrations.
- d. **Scrutiny:** The solution shall provide comparison of two or more items or documents to identify similarities and differences between them and also provide a Dynamic Checklist which will be a pop-up window that contains scrutiny list to the officer during inspection of application.
- e. **Orders:** Order Builder, Smart Orders with Builders, Notification, Order Search, Order Template Gallery: and Order Writer Module:
- f. **Services Related to Enquiry & Investigation:** The platform needs a provision for filing and executing enquiries and performing investigations.
- g. **Case Log and Case Record:** All actions taken by any of the stakeholders on the platform must be logged and accessible on a case-by-case basis for easy tracking and enhanced transparency.
- h. **Digital Diary:** A central place to store user's selected snippets of information from all around the platform like documents, submissions, smart documents, annotations, hearing recordings, notes, etc.
- i. **Chatbot:** SI shall implement chat-bots/ web-assistants with requisite query/ response data feed on various services/ processes / initiatives to enable interaction to enable seamless citizen engagements. The selected bidder can utilise the services/products of BoT as available with DoIT&C/RISL, if any. The bidder should be able to integrate the available BoT with the RERA application.
- j. **Speech to text:** The solution shall facilitate RERA officials to user this feature while writing note-sheet, order, etc.
- k. **GIS enabled Solution:** The solution shall allow to capture latitude and longitude coordinates of properties and creation & visualization of the geo-fences. The system will also be utilized to capture the real time images while project registration and filling the RERA compliances like QPR, APR etc. GIS can be leveraged to display nearby places of interest on a map like nearby schools, hospitals, supermarkets, parks, etc. Solution shall be capable to integrate with existing GIS application to support the above features.
- l. **Mobile App:** Mobile App for RERA portal from the perspective of both the citizens as well as the promoters, agents and RERA officials. The mobile app shall support both platforms iOS and Android.
- m. **Help:** Documentation, Help manuals, User guides, Video guides, Documentation Search, Multilingual support and FAQs
- n. **E-Courts Management System:** The e-court system enables virtual hearings where parties can present their arguments and engage with the authority remotely via video conferencing. This enhances accessibility and reduces the need for physical presence in a traditional courtroom. The audio / video conferencing is an integration with the available third part utility like Webex.
- o. **Conciliation Forum:** As part of the RERA portal, a user must have a choice of opting for online conciliation at the time of filing complaint if they so choose. With the consent of the other party, the complaint can be resolved with an independent conciliation process which will be executed on the platform as well.

3.2 RERA 2.0 Application Architecture

3.2.1. Architectural Principles

The Technology Partner will adhere to the following architectural principles while designing the RERA application:

- **Service Oriented Architecture (SOA):** Service-oriented architecture is an approach to define integration architectures based on the concept of a service. It applies successful concepts proved by Object Oriented Development, Component Based Design, and Enterprise Application technology. The goal of SOA can be described as bringing the benefits of loose coupling and encapsulation to integration at an enterprise level. SOA becomes relevant especially when there are multiple applications in an enterprise and point-to-point integration between them involves complexity. Enterprise service bus (ESB) already available with RISL named RajSewaDwaar would be used by technology partner.
- **Ease of Use:** The underlying technology needs will be user friendly. By having ease of use principle, training can be kept to a minimum thereby aiding IT change management and the risk of using a system improperly can be minimized.

3.2.2. Web Based Architecture

Technology Partner will provide web-based applications based on following principles:

- **Interoperability:** The ability to have applications and computers from different sources and platforms work seamlessly together on and across networks can be a key to sharing resources and reduction in long-term development costs. Technology Partner will ensure interoperability of the solution proposed. The system should be interoperable and should comply with open standards for easy integration.
- **Customizable/ Configurable:** Framework must be built in such a way that it supports N-level customization and configuration. Application user interface, logic, data, and their associated processing must be customizable and configurable in logical manner and is more flexible in response to changes in internal logic, platforms, and structures. This isolates/ minimizes the impact of change. Also, the system architecture shall be designed in such a way that it should support customization and configuration of modules, workflows, and processes as when requirement arises.
- **Microservices:** is an architectural style that structures an application as a collection of services that are
 - Highly maintainable and testable
 - Loosely coupled
 - Independently deployable
 - Organized around business capabilities

The microservice architecture enables the rapid, frequent and reliable delivery of large, complex applications. It also enables an organization to evolve its technology stack.

Considering requirements of ease of support, scalability and interoperability, Application shall be designed and developed using microservice architecture to enable application support for various departmental schemes/ services. Separate database shall be maintained for different set of beneficiaries.

3.2.3. Security Architecture

Envisaged Security architecture for the RERA Application is provisioned as below:

- **User Level Security:** Restricted areas of the application are only accessible through pre-defined user access rights. Users at different locations would have single factor authentication i.e., logging into RERA application using username and password and if required dual factor authentication is incorporated i.e.

logging into system using biometric authentication/OTP along with username & password. User authentication will be done through RajSSO (Single Sign On).

- **Application-Level Security:** Application has Role based access; Application-level security controls is provisioned in the application for following:
 - Prevent SQL Injection Vulnerabilities for attack on database.
 - Prevent XSS Vulnerabilities to extract username password.
 - Secure Authentication and Session Management control functionality is provided.
 - Prevent Security incorrect configuration vulnerabilities.
 - Prevent Failure to Restrict URL Access Vulnerabilities (By providing authorization for each sensitive page, use role-based authorization and make authorization policies configurable)
 - Prevent Insufficient Transport Layer Protection Vulnerabilities
 - Prevent invalidated Redirects and Forwards Vulnerabilities
- **Network Level Security:** The application supports both HTTP & HTTPS (128 / 256-bit SSL certificates to be deployed by successful bidder for entire project duration). The Bidder will bear all expenses pertaining to SSL Certifications.
- **Audit Trail & Log Management:** An audit trail (also called audit log) is a security-relevant chronological record, set of records, and/or destination and source of records that provide documentary evidence of the sequence of activities that have affected at any time a specific operation, procedure, or event. The system should generate audit trails of all transactions/activities including logging and logout and IP address and device (web/mobile/etc.).
- **Role Based Redaction Implementation:** Since Rajasthan RERA Database is having sensitive information of individuals like Bank Account details, Aadhaar Number, RERA Id, Mobile Number etc. To protect this information, security feature needs to be implemented through which application and database users will get the masked values at database layer. The STP will implement role-based redaction for the RERA Application.

3.3 RERA 2.0 Portal Development and Enhancements

3.3.1 System Analysis and Design

- **Stakeholder Needs Assessment:** Analyse the specific needs of promoters, home buyers, and regulators considering any unique requirements (e.g., focus on fast-track approvals). To maintain business continuity the SI shall make use of existing development stack available in RSDC.
- **Process Mapping:** Develop detailed process flowcharts for all online functionalities.
- **User Interface (UI) and User Experience (UX) Design:** Design user-friendly interfaces for different user roles considering multiple language options for wider accessibility.
- **User Role Management:** Define user roles and access controls specific to RERA, ensuring data security and privacy.
- **System Architecture Design:** Develop system architecture diagrams illustrating the overall IT infrastructure and data flow within the portal, considering potential integrations with specific databases.
- **Configuration & Configurability:** The system architecture shall be designed in such a way that it should support customization and configuration of modules, workflows, and processes as when requirement arises.
- **Data Model Design:** Design a comprehensive data model to store and manage all relevant information related to projects, complaints, and stakeholders, accommodating any specific data requirements.

- **Architecture & Scalability:** The solution should have the capability to define the workflow in configurable manner in real-time without shutting down the system.
- **Workflow / Automation:** The system shall be capable to design multiple sub-processes. This includes mapping of the existing process instance to the newly created process instance as per required mapping. The Solution shall support statistical reports like Total turnaround time and delay report for complete process or specific work stages. The workflow platform shall have an inbuilt repository to archive the documents under processing. The workflow processes shall support the definition of roles and allow many-to-many relationships between users and roles to be defined.
- The solution should be able to create dynamic forms along with the required validations.
- The system should have the capability to design and generate pre-defined templates, certificates, orders and notices etc.
- All above shall be part of the design documents FRS, SRS and others if required and as decided by project OIC.

3.3.2 Migration of existing data

The following activities (illustrative but not exhaustive) shall be carried out as part of the Data Migration exercise:

- Define all the specifications that are needed to populate the data into the implemented system.
- Prepare uniform codification of all data sets.
- Develop the data migration templates/ Forms/ Format and facilitate the migration of legacy and new data elements into the system.
- Identification, configuration or development of the data upload/ download programs for the data migration.
- Create data extraction programs in the legacy system to convert into the format as required by the system.
- The Bidder shall ensure data cleansing of all the data migrated from the legacy system to the new application & data validation before uploading the same to the production environment.
- Proper documentation of the data conversion / upload.
- The Bidder shall ensure that data digitization and migration is complete in all respects and the activities are completed in time so that all the requirements of system implementation are fulfilled.
- Data Backup at each stage of migration is the responsibility of the Bidder.

3.3.3 Development and Implementation

- **Technology Stack Selection:** Select robust and scalable technologies for front-end, back-end, and database development based on security, performance requirements, and potential integrations with existing DOIT&C infrastructure as mentioned below. (The selected bidder shall be informed about the updated infrastructure at the time of preparing design documents)
- Operating System:
 - Microsoft Windows Server
 - Redhat Enterprise Linux
- Data Base
 - MS SQL
 - Oracle DB

- MY SQL
- Application server
 - IBM Websphere
 - Oracle Exalogic
 - Tomcat
 - .net
 - jboss
- Services:
 - email
 - SMS service
 - SSO
 - GIS
 - Sewadwar

3.3.4 Integration with Other Applications/Modules

- Integration of the redesigned RERA portal with other external services such as eMitra, DigiLocker, SSO, Raj eSign, RajDharaa and Rajasthan Payment portal etc. shall enhance the features and functionalities offered by the new RERA portal, serving as a unified platform for performing all relevant transactions and/or interactions with reference to the various business procedures of RERA portal. These include promoter registration, property registration, agent registration, profile updation etc.
- Integration with GIS portal like RajDharaa shall further enhance the UI/ UX of the RERA portal, allowing promoters to view their respective geotagged properties on GIS map along with their details.
- The proposed solution should have capability to integrate with emails, DMS, GIS & SSO installed at Data Centre of Government of Rajasthan. The system shall facilitate the existing reengineering system.
- Integrate the RERA portal with relevant government databases (e.g., land records, registration) for seamless data exchange.
- Explore and implement potential integrations with other third-party applications that can enhance functionalities (e.g., online document verification services) as required and as decided by RISL/ DOITC/Raj-RERA.
- The system should be interoperable and should comply with open standards for easy integration. The entire system/ subsystem should be interoperable, in order to support information flow and integration.

3.3.5 Testing and Deployment

- Unit Testing, Integration Testing, User Acceptance Testing (UAT), Security Testing, Performance Testing: Follow the same procedures outlined previously, ensuring thorough testing specific to the functionalities and integrations required.
- Unit testing to ensure individual components work as designed.
- Integration testing to verify seamless interaction between different modules and integrated systems.
- User Acceptance Testing (UAT) from the user departments and stakeholders to gather feedback and ensure the portal meets their requirements.
- Performance testing to ensure the portal can handle anticipated user traffic and maintain optimal performance.

- The staging and production infrastructure will be provided by RISL.

3.3.6 Training & Capacity Building of the various stakeholders

The objective is to familiarize the users with the new system. The selected bidder will provide documentation including processed of the complete application. This documentation should be submitted as the project undergoes various stages of implementation. Indicative list of documents includes:

- User Training: Develop and deliver training programs tailored for users from user department and stakeholders.
- Provide ongoing capacity building programs to ensure RERA personnel can effectively utilize the portal and its features.
- User Manuals and Help Resources: Develop comprehensive user manuals and online help resources in regional language for easy reference and troubleshooting.
- Training mode and frequency shall be decided by RISL/DoIT&C. Incase of classroom session, required training space and infra will be provided by RISL/DoIT&C/RERA.

3.3.7 Security Audit and Safe to Host Certification

- Security testing to identify and address potential vulnerabilities.
- Conduct a security audit of the developed modules to identify and mitigate any security risks.
- Obtain a "Safe to Host" certification from a qualified security agency, ensuring the portal meets industry standards for secure deployment.
- The frequency of the audit will be decided as on need basis or as per the norms of RISL/RERA.

3.3.8 Setup in DR Mode

RERA application would be n-tier Enterprise application that integrates with multiple departments' portals and critical applications. It would also have huge request load.

DR Site is the line of defence to preventing service failure in the face of catastrophic events such as natural disasters that cause system outages. The selected bidder should develop, implement, configure and deploy the application at the proposed DR site after go-live once requisite resources are made available to them.

Since all the Infrastructure and Servers comes under the RSDC (Rajasthan State Data Centre), the selected bidder should coordinate with the RSDC to setup the Disaster recovery site according to their policy.

Currently, RSDC (Rajasthan State Data Centre)-DR site is located at Jodhpur, Rajasthan. Infrastructure required for DR Site will be provided by RISL.

3.3.9 Setup on Multiple Domain and Hosting of the Application, Web Portal and Mobile App

As per the requirement of RISL, the Technology partner will require to host part of the application on separate domains (URL). The Technology partner will be responsible for Safe to host certificate and SSL certificates for the entire contract period for all the domains. The technology partner will bear expenses of Safe to Host and SSL Certificates, if any.

3.3.10 Deployment of manpower during development phase

- The selected bidder shall assign one technical project manager as a single point of contact after the kick off of the project as and when required for discussions/meetings.

3.4 Operation and Maintenance

Selected Bidder shall provide operation and maintenance for a period one year from the date of Go-Live.

The bidder shall manage complete operations and maintenance of the developed application and ensure that the developed application is bug/ error free, running smoothly and simultaneously incorporate necessary changes in the application functionality as approved by RISL/DOITC. Broad activities would include:

3.4.1 Deployment of Manpower

The bidder shall provide the minimum dedicated manpower onsite mentioned in the scope at RISL for day-to-day operations and maintenance of the overall project as per the awarded scope of work. The bidder, if required, with prior permission from project OIC, may also deploy additional manpower for smooth functioning of the project and at no extra cost. The bidder, with the help of the deployed manpower, shall be responsible for: -

- End to end management of the helpdesk by logging and resolving the complaints of the various locations to ensure that the solution is functioning as intended and that all the problems associated with the operations are resolved satisfactorily.
- Overall administration, operations, monitoring, maintenance, MIS generation etc. of the Application software and to ensure the desired uptime. This would also include bug fixing, content management (content collection, translation, conversion, upload), database management, minor changes to the application software, reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.
- The bidder shall maintain version control and archives of source code, web site content and database.
- During and after the end of the project period, the bidder shall refrain from canvassing RERA/RISL/DOITC and any of its associates with any claim for employment of the bidder’s personnel deployed under the project.
- The staff provided by the bidder will perform their duties in accordance with the instructions given by the designated officers of RISL from time to time. Project OIC will examine the qualification, experience etc. of the personnel provided before they are put on positions. The bidder has to take approval from RISL for the proposed staff before their deployment. RISL reserve the right to reject the personnel, if the same is not acceptable, before or after commencement of the awarded work/ project.
- At no time, the provided manpower should be on leave or absent from the duty without prior permission from the designated nodal officer of RISL/DOITC. In case of long-term absence due to sickness, leave etc. the bidder shall ensure replacements and manning of all manpower posts by without any additional liabilities to RISL/DOITC. Substitute will have to be provided by the bidder against the staff proceeding on leave/ or remaining absent and should be of equal or higher qualifications/ experience. RISL/DOIT&C/ RERA will provide the seating to the resources for technical support.
- The proposed services shall be normally manned from 9:30 AM to 6:30 PM but may vary as per the requirement throughout the project period or as decided by RISL/DOITC. The working days will be as per govt working days or as and when decided by project OIC.
- The selected bidder has to deploy the following technical manpower with laptops/ connectivity with of required experience and qualification at onsite as per Annexure-11 as given below:

S. No.	Description	O&M Phase
1	Technical Support Resource	2

3.4.2 New Development and Enhancement:

The selected bidder shall be responsible for new development as per the requirement of RISL including but not limited to below:

- Any addition of new services/schemes by RERA or any requirement of Third-party Application integration.
- Modification/ up-gradation/ enhancement in the Process or functionality to fix some complex problem requests or defect fixing to upgrade the application performance.
- Update Web-portal & Application: design & content, layout, colour schema, input forms, etc.
- Development of new module/functionalities.
- Business Intelligence Analytics & MIS Reports as per new format defined by procuring entity as per their requirement.
- The deployed resources shall work and undertake all the above-mentioned activities and beyond as per the requirement of RISL/DOITC.
- It is envisaged that the new requirements during the O&M phase would be developed as required by RISL.

3.4.3 Managed Services during Operations and Maintenance Period:

The selected bidder shall be responsible for the overall administration, operations, monitoring & maintenance of the deployed RERA Application and the Database to ensure the desired uptime and performance.

- a. **Performance Monitoring & Enhancement:** RISL shall carry out the performance testing activity (load/ stress/ volume testing) as per the requirements to ensure that the application meets the required speed, scalability and stability requirements under the expected workloads and provide its recommendations. The selected bidder, based on the recommendations of RISL, shall incorporate changes in the software solution at NO extra cost, to ensure smooth functioning of the application under varying load requirements & ensure proper management of:

- Concurrent users
- CPU utilization
- Memory utilization
- Network utilization

Technology partner may use tool's subject to availability with RISL.

- b. RISL may arrange for the audits of the application through a third-party agency on timely basis. Based on the findings of audits, the selected bidder will have to bring in the necessary changes in the application to ensure the compliance in timely manner. These changes would have to be conducted by the selected bidder at no extra cost to RISL.

3.4.4 Training & Helpdesk Support (Incident/ Problem Management)

The successful bidder would be required to provide hands-on training to officers of the user department/ organisation/kiosks. Training could have multiple sessions as per the need and requirement of end user. Training to a batch of persons would be organized (including digital content, etc.) by successful bidder as per requirement on his cost. The selected bidder shall submit all the operational guidelines and user manual. The training plan and schedule shall be decided by RISL.

The selected bidder shall be responsible for preparation of all training material (in English & Hindi) and provide training to the stakeholders on the developed solution. The training material would include hard copy and soft copies of the training material along with multi-media for audio-visual training. The selected bidder shall be responsible for day-today training, coordination between various stakeholders



(departments/ kiosks) on various new features/ functionalities/enhancement added to the RERA Application, etc. during the entire O&M Period.

The successful bidder shall have to setup help desk support for users. Successful bidder shall provide two dedicated mobile telephone connections and connectivity at the Helpdesk for telephonic support during business hours i.e., from 9:00 AM to 7:00 PM. from Monday to Friday. The Helpdesk shall include but not limited to the following:

- The bidder shall provide centralized helpdesk number and email for reporting any issue which shall be shown in the System dashboard.
- The bidder shall log all calls received through any medium viz. telephone/email/in writing/in person, shall generate a ticket mentioning type of problem, Severity level etc. using helpdesk tool and forward the same to concerned FMS team/person, Project OIC(s) and user.
- The module will facilitate to define categories/ subcategories of tickets to map SLAs defined in the RFP and finalised during the period of contract.
- SLA calculation will be generated from the system based on the tickets logged.
- Once the issue has been logged the ticket no. shall be generated and will be assigned to L1 support team i.e., onsite O&M team.
- The ticket shall be escalated as per escalation matrix if it is not resolved.
- L2 and L3 support team in the escalation matrix shall be provided by the selected bidder and shall be integrated in the helpdesk tool for ticket management for resolution of the issue without any extra cost.
- All O & M reports for each deployed system shall be generated from the helpdesk tool and the report shall have all relevant details of each SLA provisions mentioned in the RFP.
- The bidder shall provide help desk support (9:30 AM – 06:00 PM) or as defined by the project OIC.
- The bidder shall provide various services to different users on demand basis as and when required as mentioned in RFP. The request would be made on help desk by the user through dedicated help line number/specific email account and bidder shall get approval from the officer in charge of the project. The resolution time for such services would be as per SLA. However, the purchaser/authorized entity may scale up the severity level depending upon the requirements.

3.4.5 Operations & Maintenance Reports

The Selected Bidder shall have to submit key deliverables during Operations and Maintenance Period which are mentioned hereunder. However, in addition to the reports/ deliverables as indicated below, the selected bidder shall prepare and submit all other required information in the desirable format as notified by the purchaser related to project.

The formats for all the reports shall be prepared by the selected bidder and submitted to the purchaser for approval. The reports submitted by the selected bidder should strictly be in the approved format only which, if required, may be revised from time to time.

Operation and Maintenance Report				
S. No.	Activity	Deliverable	Frequency	Time Frame
1	Deployment of Manpower	Attendance Report of onsite team deployed duly approved by designated authority.	Quarterly	Within 1 week of end of each quarter
2	New	Summary of the activities	Quarterly	Within 1 week of

	Development and enhancement	taken up in the quarter		end of each quarter
3	Managed Services during Operations and Maintenance Period	Consolidated Report on Calls Logged, Resolved.	Quarterly	Within 1 week of end of each quarter
4	Manpower replaced in the project	Report on the manpower replaced in the project stating the reason of replacement	Quarterly	Within 1 week of end of each quarter

3.4.6 Backup of Data

Though backup of the data is responsibility of the data centre operator in state data centre. But the successful bidder would provide information of the data locations need to be back-up along with frequency.

3.4.7 Project and Change Management

The Project Management Methodology will be used to ensure project is delivered w.r.t. to budgeted cost, allocated time, expected Quality and projected Return on investments (ROI), Project Manager will provide regular updates on the progress of the project and manage the project changes with authorised Change advisory board (CAB).

3.4.8 Miscellaneous Works

The successful bidder will perform all such works which are required for successful working of the application.

Note: The scope of development/enhancement is not limited to above activities. RISL may introduce new processes/ modules as per their requirements and may change the existing processes as per their requirement. All these would be in scope of O&M services.

3.4.9 Project Deliverables, Milestones & Time Schedule

Please refer Section 7 of Special Terms and Conditions of Tender Clause 7.1 & 7.2

ROLES & RESPONSIBILITIES OF STAKEHOLDERS

3.5 Roles and Responsibilities of RISL: Roles and Responsibilities of RISL shall include as below.

1. Coordination with all the stakeholder involved for successful implementation of the enhanced feature and new modules.
2. Provide administrative support to the bidder.
3. Review and approve project management plan and deliverables of the implementation agency/ system integrator.
4. Monitor the progress of the project.
5. Assist in getting statutory approval from the concerned authority.
6. Approval of change management upon requests received from bidder.
7. To ensure timely project milestones sign offs.
8. Overall Project Management
9. To conduct timely project review meetings and monitor the progress & quality of the work done by the selected bidder.
10. Set-up and administration of escalation mechanism for faster issue / risk management.
11. Provide Sign-off / acceptance of various project deliverables submitted by the selected bidder's team.
12. Provide access to all available data relevant to the scope of work of the project.
13. Providing available infrastructure required for the project.
14. Data stored shall be accessible as per prevailing policies / practices of RERA/ DoIT&C for inside and outside premises / network.

3.6 Roles and Responsibilities of Selected Bidder

Roles and Responsibilities of the selected bidder shall be:

1. The Selected Bidder shall supply all the goods and/or related services included in the scope of supply in accordance with the provisions of bidding document and/ or contract.
2. The bidder shall work in close coordination with DoIT&C/RISL and other stakeholders for this project and carry out the activities as indicated in this section of RFP and submit all the mentioned deliverables within the stipulated timeframe. They should take joint ownership of project execution as per the scope of work.
3. Supply of resources as per the terms and conditions of this RFP.
4. Bidder shall share all intermediate documents, drafts, reports, surveys and any other item related to this assignment. No work products, methodology or any other methods used by the selected bidder should be deemed as proprietary and non-shareable.
5. Selected Bidder should provide the relevant manpower deployed for the project with all required IT assets needed as per his/her routine work.
6. Weekly/ Bi-monthly/ Monthly/ Quarterly review of the progress and concerns in the project.
7. Submission of data/ files on regular intervals as agreed between department and selected bidder.
8. Upload of data directly in the system as per the mechanism set by the RISL/DOITC.
9. Provide daily updates to RISL/ DoIT&C to reflect the current status of the Project along with any delays, risks, issues or challenges in performing the project works.
10. For the deployed resources:
11. Ensure the deployed resources are competent for carrying out activities as mentioned in the scope of the RFP.
12. Shall be capable of communication with concerned officials and manage the project activities.

13. Shall make necessary working, accommodation and other arrangement for the entire duration of the project.
14. The selected bidder has covered them under Life and Accidental Insurances as per applicable laws.
15. Make all necessary arrangements to perform the activities as mentioned in the scope of the RFP.
16. Timely submission of various requests/ data/ deliverable/ approvals as defined in the RFP.
17. To ensure that no damage is caused to people/ society/ community/ religion/ structure/ personal property/ heritage property etc. by intention/ people/ equipment or otherwise by the selected bidder during the project. The selected bidder shall indemnify the purchaser against any such damage.

3.7 Roles and Responsibilities of User Department

1. To ensure active participation from the departmental users
2. To identify and appoint nodal officer for facilitating the project execution.
3. Explain the functional requirements and provide required inputs / formats / documents / data in detail to the bidder.
4. To conduct review meetings at defined regular intervals to monitor the overall progress of the project.
5. Provide feedback on changes to be in the solution to improve usability of the application software. To ensure close coordination of all the participants and the external agencies involved in the project.

4 INSTRUCTION TO BIDDERS (ITB)

4.1 Bidding Procedure

The procedure of bidding in this RFP is National Competitive Bidding (NCB).

4.2 Sale of Bidding/ Tender Documents

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

4.3 Pre-bid Meeting/ Clarifications

- a) Any prospective bidder may, in writing, seek clarifications from the procuring entity in respect of the bidding documents.
- b) A pre-bid conference is also scheduled by the procuring entity as per the details mentioned in the NIB and to clarify doubts of potential bidders in respect of the procurement and the records of such conference shall be intimated to all bidders and where applicable, shall be published on the respective websites.
- c) The period within which the bidders may seek clarifications under (a) above and the period within which the procuring entity shall respond to such requests for clarifications shall be as under: -
 - a. Last date of submitting clarifications requests by the bidder as per NIB.
 - b. Response to clarifications by procuring entity as per NIB.
- d) The minutes and response, if any, shall be provided promptly to all bidders to which the procuring entity provided the bidding documents, so as to enable those bidders to take minutes into account in preparing their bids, and shall be published on the respective websites.
- e) Bidders are required to submit the pre-bid queries in the format given in Annexure 2.

4.4 Changes in the Bidding Document

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

4.5 Period of Validity of Bids

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

4.6 Format and Signing of Bids

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

S. No.	Documents Type	Document Format
Fee Details		
1.	Bidding document Fee (Tender Fee)	Proof of submission (PDF)
2.	RISL Processing Fee (e-Procurement)	Instrument/ Proof of submission (PDF)
3.	Bid Security	Instrument/ Proof of submission (PDF)
Eligibility Documents		
4.	Bidder's Authorisation Certificate along with copy of PoA/ Board resolution stating that Auth. Signatory can sign the bid/ contract on behalf of the firm.	As per Annexure 3 (PDF)
5.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
6.	Certificate of Conformity/ No Deviation	As per Annexure 5 (PDF)
7.	Declaration by Bidders	As per Annexure 4 (PDF)
8.	Bidder's Organization Profile	Brief Organization Profile of the Bidder
9.	Project References	As per Annexure 10 (PDF)
10.	Manufacturer Authorization Form (MAF)	As per Annexure 17 (PDF)

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

S. No.	Documents Type	Document Format
1.	Financial Bid – Cover Letter	On bidder's letter head duly signed by

		authorized signatory as per Annexure 7 (PDF)
2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

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

4.7 Cost & Language of Bidding

- a) 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.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

4.8 Alternative/ Multiple Bids

Alternative/ Multiple Bids from the same Bidder shall not be considered.

4.9 Bid Security

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

- a) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- b) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- c) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- d) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank. The bid security must remain valid thirty (30) days beyond the original or extended validity period of the bid.
- e) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- f) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- g) The bank guarantee presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- h) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security.
- i) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
- a. when the bidder withdraws or modifies its bid after opening of bids.

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

4.10 Deadline for the submission of Bids

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

4.11 Withdrawal, Substitution, and Modification of Bids

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

4.12 Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.
- c) The committee shall prepare a list of the bidders, or their representatives attending the opening of Bids and obtain their signatures on the same. The list shall also contain the representative's name and telephone number and corresponding bidders'

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

4.13 Selection Method

The selection method is Least Cost Based Selection (LCBS or L1) from the grand total of **BOQ1 and BOQ2 (unit rate only)**, ref to col 4 of BOQ2) Clarification of Bids

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

4.14 Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

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

- 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity's rights or the bidder's obligations under the proposed contract; or
 - ii. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
 - d. The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
 - e. The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.
- b) Non-material Non-conformities in Bids**
- i. The bid evaluation committee may waive any non-conformities in the Bid that do not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
 - ii. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, Registration Certificate, VAT/ CST clearance certificate, ISO/ CMMi Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
 - iii. The bid evaluation committee may rectify non-material non-conformities or omissions on the basis of the information or documentation received from the bidder under (b) above.
- c) Technical Evaluation Criteria**

Only bidders who meet all the pre-qualification criteria shall be evaluated for the technical evaluation. In order to determine whether the bidders are qualified, and the technical aspects of the bidder are substantially responsive to the requirements set forth in the bidding documents, the Tendering Authority will examine the information supplied by the Bidders and shall award points to the bidders on the basis of the following criteria of presentation cum demonstration:

Sr. No.	Particulars	Point System	Max Marks	Remarks
1. Experience and Technical Strength (50 Marks)				
1.1	Average annual turnover of at least Rs 15 Crore from IT/ITES of the last financial years (FY's 2022-23).	<ul style="list-style-type: none"> - Turnover between 15 >=20 Crores - 15 Marks - Turnover 20>50 Crores: 18 Marks - Turnover above 50 Crores: 20 Marks 	20	CA certificate with CA's Registration Number/Seal and UDIN
1.2	The Bidder should have been executing or completed the project for any Government Department / Government Agency / PSU, for at least following numbers of projects A. One Project of software application development,	No. of Projects: Two projects of 1.75 Cr (or more) each: 25 marks or One project of Rs 3 Cr or more - 30 marks	30	Work Order and Completion Certificates from the client. Also Form 7: Format for Bidder's Experience

	<p>implementation and O&M of Web Portal/ Application based Software Application having value of Rs. 3 Crores (or more)</p> <p>Or</p> <p>B. Two Projects of software application development, implementation and O&M of Web Portal/ Application based Software Application having value of Rs. 1.75 Crore (or more) per project.</p>			
2. Technical Presentation (50 Marks)				
2.1	<p>Presentation on Approach, Methodology & Readiness of the project (Including Project Approach, Methodology and Innovativeness, Work plan and Project Management)</p> <p>30 Minutes (appx time for each bidder)</p>	<p>A. Study and understanding of existing Rajasthan RERA application including the problem statement and scope of project (max 2 slides)</p>	10	Presentation to committee
		<p>B. Proposed Solution shall at least describe below Solution Architecture, technology platform and inclusion of emerging technologies for RERA solution. (Max 5 Slides)</p>	15	Presentation to committee
		<p>C. Detailed Approach and Methodology</p> <ul style="list-style-type: none"> • Implementation Strategy, Activity wise Project Plan / Timelines • Capacity building and organizational sustainability • Project management Methodology <p>(Max 3 slides)</p>	15 Marks	
		<p>D. Demonstration of the prototype / similar solution deployed elsewhere and its suitability to the requirement of</p>	10 Marks	



		Rajasthan RERA (max 2 slides)		
Total			100 marks	
Cut Off Marks to be eligible for financial bid opening			70 marks	

Note:

- a) Technical Presentation and Hard Copy of an authenticated document detailing the criteria mentioned above shall be submitted by the bidder at the time of presentation.
- b) Scoring shall be done by the Technical Evaluation Committee on the technical presentation and document submitted for the above-mentioned Technical Qualification Criteria.
- c) Marking for a given criteria may be given based upon sufficient proof towards the said criteria based on demonstration of the same in the presentation.
- d) The commercial bids of only the technically qualified bidders will be opened for further processing.
- d) Tabulation of Technical Bids**
 - a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
 - b. The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
 - c. The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
 - d. The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

4.15 Evaluation & Tabulation of Financial Bids

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

- a) The financial Bids of the bidders who qualified in technical evaluation shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present.
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) The names of the bidders, the rates given by them, and conditions put, if any, shall be read out and recorded;
- d) Conditional Bids are liable to be rejected.
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied.
- f) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3, etc. in descending order.
- g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity.

- h) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

4.16 Correction of Arithmetic Errors in Financial Bids

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

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

4.17 Price/ Purchase Preference in Evaluation

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

4.18 Negotiations

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

4.19 Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or

- b. the information submitted, concerning the qualifications of the bidder, was materially inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document.
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information.
 - e. the bidder, submitting the Bid, his agent or anyone acting on his behalf, gave or agreed to give to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting fair competition.
- b) A Bid shall be excluded/ disqualified as soon as the cause for its exclusion/ disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
- a. communicated to the concerned bidder in writing.
 - b. published on the State Public Procurement Portal, if applicable.
- d) RISL reserves the right to verify all statements, information and documents submitted by the bidder in response to the tender document. The bidder shall, when so required by RISL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by RISL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of RISL thereunder. If any statement, information and document submitted by the bidder is found to be false, manipulated or forged during verification process, strict action shall be taken as per RTTP Act 2012, procurement rules 2013 and subsequent amendments.

4.20 Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end – up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
- a. the Bid is technically qualified.
 - b. the price quoted by the bidder is assessed to be reasonable.
 - c. the Bid is unconditional and complete in all respects.
 - d. there are no obvious indicators of cartelization amongst bidders; and
 - e. the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document.
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the account's member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

4.21 Acceptance of the successful Bid and award of contract

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of Bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful Bid. If any member of the bid evaluation committee has disagreed or given its note of dissent, the matter

- shall be referred to the next higher authority, as per delegation of financial powers, for decision.
- b) Decision on Bids shall be taken within original validity period of Bids and time period allowed to procuring entity for taking decision. If the decision is not taken within the original validity period or time limit allowed for taking decision, the matter shall be referred to the next higher authority in delegation of financial powers for decision.
 - c) Before award of the contract, the procuring entity shall ensure that the price of successful Bid(s) is reasonable and consistent with the required quality.
 - d) A Bid shall be treated as successful only after the competent authority has approved the procurement in terms of that Bid.
 - e) The procuring entity shall award the contract to the bidder(s) whose offer has/have been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
 - f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder(s), in writing, that its Bid(s) has/ have been accepted.
 - g) As soon as a Bid(s) is accepted by the competent authority, its written intimation shall be sent to the concerned bidder(s) by registered post or email and asked to execute an agreement in the format given in the bidding documents on a non-judicial stamp of requisite value and deposit the amount of performance security or a performance security declaration, if applicable, within a period specified in the bidding documents or where the period is not specified in the bidding documents then within fifteen days from the date on which the letter of acceptance or letter of intent is dispatched to the bidder(s).
 - h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder(s). The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.
 - i) The bid security of the bidders whose Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

4.22 Information and publication of award

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

4.23 Procuring entity's right to accept or reject any or all Bids.

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

4.24 Right to vary quantity

- a) At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased, but such increase shall not exceed 50% of the quantity specified in the bidding documents. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
- b) If the procuring entity does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation.

- c) Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under:-
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.

4.25 Performance Security

- a) Prior to execution of agreement, Performance security shall be solicited from all successful bidders except the departments of the State Government and undertakings, corporations, autonomous bodies, registered societies, co-operative societies which are owned or controlled or managed by the State Government and undertakings of the Central Government. However, a performance security declaration shall be taken from them. The State Government may relax the provision of performance security in particular procurement or any class of procurement.
- b) The amount of performance security shall be @5% of the amount of supply order in case of procurement of goods and services. In case of Small-Scale Industries (SSI) of Rajasthan, it shall be 1% of the amount of quantity ordered for supply of goods and in case of sick industries, other than SSI, whose cases are pending before the Board of Industrial and Financial Reconstruction (BIFR), it shall be 2% of the amount of supply order.
- c) Performance security shall be furnished in any one of the following forms: -
 - a. Bank Draft or Banker's Cheque of a scheduled bank.
 - b. National Savings Certificates and any other script/ instrument under National Savings Schemes for promotion of small savings issued by a Post Office in Rajasthan, if the same can be pledged under the relevant rules. They shall be accepted at their surrender value at the time of bid and formally transferred in the name of procuring entity with the approval of Head Post Master;
 - c. Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security;
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [d.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
 - a. When any terms and condition of the contract is breached.
 - b. When the bidder fails to make complete supply satisfactorily.
 - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.
- h) Additional Performance Security (Rule 75A): In addition to Performance Security as specified in rule 75, an Additional Performance Security shall also be taken from the

successful bidder in case of unbalanced bid. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Draft, Banker's Cheque, Government Securities or Bank Guarantee.

Explanation: For the purpose of this rule,

- a. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c. Unbalanced Bid Amount means positive difference of eighty five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- d. The Additional Performance Security shall be refunded to the contractor after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the contractor.

4.26 Additional Performance Security

In addition to Performance Security as specified above, an additional performance security shall also be taken from the successful bidder in case of unbalanced bid according to the rule 75A of RTPP rules. The Additional Performance Security shall be equal to fifty percent of Unbalanced Bid Amount. The Additional Performance Security shall be deposited in lump sum by the successful bidder before execution of Agreement. The Additional Performance Security shall be deposited through e-Grass, Demand Daft, Banker's Cheque, Government Securities or Bank Guarantee.

For the purpose of this rule:

- a. Unbalanced Bid means any bid below more than fifteen percent of Estimated Bid Value.
- b. Estimated Bid Value means value of subject matter of procurement mention in bidding documents by the Procuring Entity.
- c. Unbalanced Bid Amount means positive difference of eighty-five percent of Estimated Bid Value minus Bid Amount Quoted by the bidder.
- d. The Additional Performance Security shall be refunded to the selected bidder after satisfactory completion of the entire work. The Additional Performance Security shall be forfeited by the Procuring Entity when work is not completed within stipulated period by the selected bidder.

4.27 Execution of Agreement

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

4.28 Confidentiality

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

4.29 Risk and Cost

If the bidder, breaches the contract by failing to deliver goods, services, or works according to the terms of the agreement, the procuring authority may terminate the contract and procure the required goods, services, or works from another source which is known as substitution. In such cases, the defaulting contractor bears the risk associated with their failure to fulfil their contractual obligations. If the cost of procuring the goods, services, or works from another source is higher than the original contract, the defaulting contractor is liable for the additional cost incurred by the procuring authority.

4.30 Price fall clause

This is with reference to RTTP rule, 2013, section 29 (j), The prices under a rate contract shall be subject to price fall clause. A clause regarding price fall shall be incorporated in terms and conditions of rate contract. Price fall is a price safety mechanism in rate contracts and it provides that if the rate contract holder quotes / reduces its price to render similar goods, works or service at a price lower than the rate contract price shall be automatically reduced with effect from the date of reducing or quoting lower price, for all delivery of the subject matter of procurement under that rate contract and the rate contract shall be amended accordingly.

4.31 Cancellation of Procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.
- b) A procuring entity may, for reasons to be recorded in writing, cancel the process of procurement initiated by it –
 - a. at any time prior to the acceptance of the successful Bid; or
 - b. after the successful Bid is accepted in accordance with (d) and (e) below.
- c) The procuring entity shall not open any bids or proposals after taking a decision to cancel the procurement and shall return such unopened bids or proposals.
- d) The decision of the procuring entity to cancel the procurement and reasons for such decision shall be immediately communicated to all bidders that participated in the procurement process.

- e) If the bidder who's Bid has been accepted as successful fails to sign any written procurement contract as required or fails to provide any required security for the performance of the contract, the procuring entity may cancel the procurement process.
- f) If a bidder is convicted of any offence under the Act, the procuring entity may:
 - a. cancel the relevant procurement process if the Bid of the convicted bidder has been declared as successful but no procurement contract has been entered into;
 - b. rescind (cancel) the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between the procuring entity and the convicted bidder.

4.32 Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity includes provisions for:
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process.
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including:
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

4.33 Interference with Procurement Process

A bidder, who:-

- a) withdraws from the procurement process after opening of financial bids;

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

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

4.34 Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by a bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that sub-section within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under © above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be: First Appellate Authority: Chairman, RERA, GoR.
Second Appellate Authority: Finance Department, GoR
- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure 11 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
 - a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker’s cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:

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

4.35 Stay of procurement proceedings

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

4.36 Vexatious Appeals & Complaints

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

4.37 Offenses by Firms/ Companies

- a) Where an offence under "The Rajasthan Transparency Public Procurement Act 2012" has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of having committed such offence and shall be liable to be proceeded against and punished accordingly.
- c) For the purpose of this section-
 - a. "company" means a body corporate and includes a limited liability partnership, firm, registered society or co-operative society, trust or other association of individuals; and

- b. “director” in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offenses: Whoever abets an offence punishable under this Act, whether or not that offence is committed in consequence of that abetment, shall be punished with the punishment provided for the offence.

4.38 Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence.
- b) under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
- c) under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- d) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- e) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of “Code of Integrity for bidders” above, it may debar the bidder for a period not exceeding three years.
- f) Where the entire bid security or the entire performance security or any substitute thereof, as the case may be, of a bidder has been forfeited by a procuring entity in respect of any procurement process or procurement contract, the bidder may be debarred from participating in any procurement process undertaken by the procuring entity for a period not exceeding three years.
- g) The State Government or a procuring entity, as the case may be, shall not debar a bidder under this section unless such bidder has been given a reasonable opportunity of being heard.

4.39 Monitoring of Contract

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

5 GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

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

5.1 Definitions

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

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

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

5.2 Verification of Eligibility Documents by Purchaser

Purchaser reserves the right to verify all statements, information and documents submitted by the bidder in response to tender document. The bidder shall, when so required by purchaser, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of verification by purchaser shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of purchaser thereunder. If any statement, information and document submitted by the bidder is

found to be false, manipulated or forged during verification process, strict action shall be taken as per RTPP Act.

5.3 Contract Documents

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

5.4 Interpretation

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

5.5 Language

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

5.6 Joint Venture, Consortium or Association

Joint Venture/ Consortium/ Association is not allowed to bid.

5.7 Eligible Good and Related Services

- a) For purposes of this Clause, the term "goods" includes commodities, raw material, machinery, equipment, and industrial plants; and "related services" includes services such as insurance, transportation, supply, installation, integration, testing, commissioning, training, and initial maintenance.
- b) All articles/ goods being bid, other than those marked in the Bill of Material (BoM) should be the ones which are produced in volume and are used by a large number of users in India/ abroad. All products quoted by the successful/ selected bidder must be associated with specific make and model number, item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be clearly mentioned in the offer document by the bidder/ supplier. Also, the bidder is to quote/ propose only one make/ model against the respective item.

- c) Bidder must quote products in accordance with above clause “Eligible goods and related services”.

5.8 Service of Notice, Documents & Orders

- a) Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the contract. The term “in writing” means communicated in written form with proof of dispatch and receipt.
- b) A notice, document or order shall be deemed to be served on any individual by –
1. delivering it to the person personally; or
 2. leaving it at, or sending it by post to, the address of the place of residence or business of the person last known;
 3. on a body corporate by leaving it at, or sending it by post to, the registered office of the body corporate.
- c) When the procedure laid down in (a) above is followed, service shall be deemed to be effected by properly addressing, preparing and posting the document, notice or order, as the case may be.

5.9 Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the deployment of resources and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of supply shall include all such services mentioned in the Contract, but that can be reasonably inferred from the Contract as being required for attaining deployment and completion of the deployment of resources and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply and hardware/ software that is likely to be declared as End of Sale on the date of bidding and End of Service/ Support for a period of Five (5) years from the last date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the purchaser.

5.10 Delivery & Installation

- a) Subject to the conditions of the contract, the delivery and Integration of the services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and/ or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplied services are not made to his satisfaction after giving an opportunity to the successful bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery/ completion period at various departments and/ or their offices/ locations mentioned in the PO/ WO.
- d) Shifting the place of Installation: The user will be free to shift the place of installation within the same city /town/ district/ division. The successful/ selected bidder shall provide all assistance, except transportation, in shifting of the equipment. However, if the city/town is changed, additional charges of assistance in shifting and providing maintenance services for remaining period would be decided mutually.
- e) All title of the assets is to be transferred to RISL or its nominated agencies on the day of the successful delivery / installation/ commissioning, whichever is earlier of the supplied items. All expenses occurred during transfer of titleship of assets shall be borne by the selected bidder/authorized partner.

5.11 Supplier's/ Selected Bidder's Responsibilities

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

5.12 Purchaser's Responsibilities

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

5.13 Contract Price

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

5.14 Recoveries from Supplier/ Selected Bidder

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

5.15 Taxes & Duties

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

5.16 Copyright/Intellectual Property Rights

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Selected Bidder, or, if they are furnished to the Purchaser directly or through the Selected Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

5.17 Confidential Information

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by

- the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Supplier/ Selected Bidder may furnish to its Subcontractor, if permitted, such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier/ Selected Bidder shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier/ Selected Bidder.
 - c) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
 - d) The obligation of a party under sub-clauses above, however, shall not apply to information that :-
 - i. the Purchaser or Supplier/ Selected Bidder need to share with user department/ RISL or other institutions participating in the Contract;
 - ii. now or hereafter enters the public domain through no fault of that party;
 - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
 - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
 - e) The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the supply or any part thereof.
 - f) The provisions of this clause shall survive completion or termination, for whatever reason, of the Contract.

5.18 Sub-Contracting

- a) Subcontracting is not allowed.

5.19 Specifications and Standards

- a) All services supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever services have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those services should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchase committee whether the services supplied conform to the specifications shall be final and binding on the supplier/ selected bidder.
- b) Technical Specifications and Drawings
 - a. The Supplier/ Selected Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.
 - b. The Supplier/ Selected Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - c. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During

Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

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

5.20 Packing and Documents

- a) The Supplier/ Selected Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the 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.
- b) 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 contract, and in any other instructions ordered by the Purchaser.

5.21 Insurance

- a) The goods will be delivered at the destination godown in perfect condition. The Goods supplied under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) The goods will be delivered at the FOR destination in perfect condition.

5.22 Transportation

- a) The supplier/ selected bidder shall be responsible for transport by sea, rail and road or air and delivery of the material in the good condition to the consignee at destination. 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 material by the consignee. No extra cost on such account shall be admissible.
- b) All goods must be sent freight paid through Railways or goods transport. If goods are sent freight to pay, the freight together with departmental charge @5% of the freight will be recovered from the supplier's/ selected bidder's bill.

5.23 Inspection

- a) The Purchase Officer or his duly authorized representative shall at all reasonable time have access to the supplier's/ selected bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided.
- b) The supplier/ selected bidder shall furnish complete address of the premises of his factory, 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.
- c) After successful inspection, it will be supplier's/ selected bidder's responsibility to dispatch and install the equipment at respective locations without any financial

liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.

5.24 Testing Charges

Testing charges shall be borne by the Government. In case, test results showing that supplies are not up to the prescribed standards or specifications, the testing charges shall be payable by the selected bidder.

5.25 Rejection

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

5.26 Insurance, Safety Regulation, Accident and Damage

- a) The goods/ equipment / services to be used for supply of services under the Contract shall be fully insured against loss by theft, destruction or damage incidental to manufacture or acquisition, transportation, storage, fire, flood, under exposure to weather and delivery at the designated project locations, in accordance with the applicable terms. The insurance charges will be borne by the supplier and Purchaser will not be required to pay such charges if incurred.
- b) Bidder shall also be held responsible for the insurance, safety of equipment and personnel employed by the Bidder and all other statutory compliances in executing the order. Insurance and all other statutory compliances for the Bidder's materials, personnel shall be at the sole responsibility of the Bidder and all cost incurred on same will be borne by the bidder. RISL will not be held responsible for any loss or damage to the Man or Material during the period of contract.
- c) The selected Bidder shall be solely held responsible to ensure observance of safety code and security regulations as may be prescribed by the respective authorities from time to time and such other precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all works, materials, properties, structures, equipment, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion).
- d) Selected bidder shall be solely responsible at his own cost for any accident, loss, damage, alteration, displacement, disturbance or destruction of property as aforesaid resultant directly or indirectly from any breach by the selected bidder of his obligation aforesaid or upon any operation, act or omission of the selected Bidder his Sub-contractor(s) or agent(s) or servant(s).
- e) Damage correction / compensation of loss shall be at the discretion or shall be decided by respective authority and shall be borne by the bidder.

5.27 Rejection

- a) Deliverables/ modules/ sub-modules of the developed software not approved during inspection shall be rejected and have to be replaced by the selected bidder at his own cost within the time fixed by the Purchase Officer.
- b) If, however, due to exigencies of user department, such replacement either in whole or in part, is not considered feasible, the Purchase Officer after giving an opportunity

to the selected bidder of being heard shall for reasons to be recorded, deduct a suitable amount from the approved rates. The deduction so made shall be final.

- c) The manpower deputed by the supplier shall be reviewed by the purchaser in terms of its qualification, experience, efficiency, cooperation, discipline and performance and services. The purchaser, upon finding any deficiency in any of the parameter, may reject any of the manpower by giving 15 days' time, as decided by the purchaser, which the selected bidder has to replace within the given time frame.

5.28 Extension in Delivery Period and Liquidated Damages (LD)

- a) Except as provided under clause "Force Majeure", if the supplier/ selected bidder fails to deliver any or all of the Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in (d) below for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the bidding document and/ or contract. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to clause "Termination".
- b) The time specified for delivery in the bidding document shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange supply of services within the specified period.
- c) Delivery and completion period may be extended with or without liquidated damages, if the delay in the supply of service is on account of hindrances beyond the control of the supplier/ selected bidder.
 - i. The supplier/ selected bidder shall request in writing to the Purchaser giving reasons for extending the delivery period of service, if he finds himself unable to complete the supply of service within the stipulated delivery period or is unable to maintain prorata progress in the supply of service delivery. This request shall be submitted as soon as a hindrance in delivery of service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of service after which such request shall not be entertained.
 - ii. The Purchaser shall examine the justification of causes of hindrance in the delivery of service and the period of delay occurred due to that and recommend the competent authority on the period of extension which should be granted with or without liquidated damages.
 - iii. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - a. When delay has occurred due to delay in supply of designs, plans etc. if RISL was required to supply them to the supplier of goods or service provider as per terms of the contract.
 - b. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by the RISL as per terms of the contract.
 - iv. If the competent authority agrees to extend the delivery period/ schedule, an amendment to the contract with suitable denial clauses and with or without liquidated damages, as the case may be, shall be issued. The amendment letter shall mention that no extra price or additional cost for any reason, what so ever beyond the contracted cost shall be paid for the delayed supply of goods and service.
 - v. It shall be at the discretion of the concerned authority to accept or not to accept the supply of services rendered by the contractor after the expiry of the stipulated delivery period, if no formal extension in delivery period has been applied and granted. The competent authority shall have right to cancel the contract with respect to undelivered goods and/ or service.
 - vi. If RISL is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery

period with usual liquidated damages and denial clauses to regularize the transaction.

- d) In case of extension in the delivery and/ or installation/ completion/ commissioning period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service/ deliverables which the supplier/ selected bidder has failed to supply/ Integrate/ complete : -

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

- i. Fraction of a day in reckoning period of delay in supplies, successful integration/ installation and completion of work shall be eliminated, if it is less than half a day.
- ii. The maximum amount of liquidated damages shall be 10% of the contract value.
- iii. *Percentage of the payment due for the associated works/ goods/ service/ milestone.
- iv. Deployment period may be extended with or without liquidated damages if the delay is on account of hindrances beyond the control of the bidder.

5.29 Patent Indemnity

- a) The selected bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
- i. the installation of the Goods by the selected bidder or the use of the Goods in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods.
- Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the selected bidder a notice thereof, and the selected bidder may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- c) If the selected bidder fails to notify the Purchaser within thirty (30) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- d) The Purchaser shall, at the selected bidder's request, afford all available assistance to the selected bidder in conducting such proceedings or claim, and shall be reimbursed by the selected bidder for all reasonable expenses incurred in so doing.

- e) The Purchaser shall indemnify and hold harmless the selected bidder and its employees, officers, and Subcontractors (if any) from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the selected bidder may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

5.30 Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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

5.31 Force Majeure

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

5.32 Change Orders and Contract Amendments

- a) The Purchaser may at any time order the supplier/ selected bidder through Notice in accordance with clause "Notices" above, to make changes within the general scope of the Contract in any one or more of the following: -
 - i. designs, specifications, or application functionalities where Services to be furnished under the Contract are to be specifically developed and deployed for the Purchaser;
 - ii. the place of delivery;
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under

the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the supplier/ selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's/ selected bidder's receipt of the Purchaser's change order.

- c) Prices to be charged by the supplier/ selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier/ selected bidder for similar services.

5.33 Termination

a) Termination for Default

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

b) Termination for Insolvency

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

c) Termination for Convenience

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

- b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Services previously procured by the supplier/ selected bidder.

5.34 Exit Management

- a) Preamble
 - i. The word 'parties' include the procuring entity and the selected bidder.
 - ii. This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
 - iii. In the case of termination of the Project Implementation and/ or Operation and Management SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
 - iv. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- b) Transfer of Assets
 - i. The selected bidder may continue work on the assets for the duration of the exit management period as decided by the purchaser or termination of the agreement, if required by RISL to do so. During this period, the selected bidder will transfer all the assets in good working condition and as per the specifications of the bidding document including the ones being upgraded to the department/ designated agency. The security deposit/ performance security submitted by selected bidder will only be returned after the successful transfer of the entire project including its infrastructure.
 - ii. The selected bidder, if not already done, will transfer all the Software Licenses under the name of the RISL as desired by the procuring entity during the exit management period.
 - iii. RISL during the project implementation phase and the operation and management phase shall be entitled to serve notice in writing to the selected bidder at any time during the exit management period requiring the selected bidder to provide RISL or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
 - iv. Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - a. In the event, if the assets which to be transferred to RISL mortgaged to any financial institutions by the selected bidder, the selected bidder shall ensure that all such liens and liabilities have been cleared beyond any doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to RISL or its nominated agencies.
 - b. All title of the assets to be transferred to RISL or its nominated agencies pursuant to clause(s) above shall be transferred on the last day of the exit management period. All expenses occurred during transfer of assets shall be borne by the selected bidder.
 - c. That on the expiry of this clause, the selected bidder and any individual assigned for the performance of the services under this clause shall handover or cause to be handed over all confidential information and all other related material in its possession, including the entire established infrastructure supplied by selected bidder to RISL.
 - d. That the products and technology delivered to RISL during the contract term or on expiry of the contract duration should not be sold or re-used or copied or transferred by selected bidder to other locations apart from the locations mentioned in this bidding document without prior written notice and approval of RISL. Supplied hardware, software & documents etc., used by selected bidder for RISL shall be the legal properties of RISL.
- c) Cooperation and Provision of Information during the exit management period

- i. The selected bidder will allow RISL or its nominated agencies access to the information reasonably required to define the current mode of operation associated with the provision of the services to enable RISL or its nominated agencies to assess the existing services being delivered.
 - ii. The selected bidder shall provide access to copies of all information held or controlled by them which they have prepared or maintained in accordance with the Project Implementation, the Operation and Management SLA and SOWs relating to any material aspect of the services provided by the selected bidder. RISL or its nominated agencies shall be entitled to copy all such information comprising of details pertaining to the services rendered and other performance data. The selected bidder shall permit RISL or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by RISL or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.
- d) **Confidential Information, Security and Data**
The selected bidder will promptly on the commencement of the exit management period supply to RISL or its nominated agencies the following:
 - i. Documentation relating to Intellectual Property Rights;
 - ii. Project related data and confidential information;
 - iii. All current and updated data as is reasonably required for purposes of RISL or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by RISL or its nominated agencies; and
 - iv. All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable RISL or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to RISL or its nominated agencies, or its replacement operator (as the case may be).
 - v. Before the expiry of the exit management period, the selected bidder shall deliver to RISL or its nominated agencies all new or up-dated materials from the categories set out above and shall not retain any copies thereof, except that the selected bidder shall be permitted to retain one copy of such materials for archival purposes only.
- e) **Transfer of certain agreements**
 - i. On request by Procuring entity or its nominated agencies, the selected bidder shall effect such assignments, transfers, innovations, licenses and sub-licenses as Procuring entity or its nominated agencies may require in favour of procuring entity or its nominated agencies, or its replacement operator in relation to any equipment lease, maintenance or service provision agreement between selected bidder and third party lessors, operators, or operator, and which are related to the services and reasonably necessary for carrying out of the replacement services by RISL or its nominated agencies, or its replacement operator.
 - ii. **Right of Access to Premises:** At any time during the exit management period and for such period of time following termination or expiry of the SLA, where assets are located at the selected bidder's premises, the selected bidder will be obliged to give reasonable rights of access to (or, in the case of assets located on a third party's premises, procure reasonable rights of access to RISL or its nominated agencies, and/ or any replacement operator in order to inventory the assets.
- f) **General Obligations of the selected bidder**
 - i. The selected bidder shall provide all such information as may reasonably be necessary to effect as seamless during handover as practicable in the circumstances to RISL or its nominated agencies or its replacement operator

- and which the operator has in its possession or control at any time during the exit management period.
- ii. The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.
- g) Exit Management Plan
- i. The selected bidder shall provide RISL or its nominated agencies with a recommended exit management plan (“Exit Management Plan”) which shall deal with at least the following aspects of exit management in relation to the SLA as a whole and in relation to the Project Implementation, the Operation and Management SLA and SOWs.
 - ii. A detailed program of the transfer process that could be used in conjunction with a replacement operator including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer; and
 - iii. Plans for the communication with such of the selected bidder’s, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on RISL operations as a result of undertaking the transfer; and
 - iv. If applicable, proposed arrangements and plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to RISL or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
 - v. The Bidder shall re-draft the Exit Management Plan annually after signing of contract to ensure that it is kept relevant and up to date.
 - vi. Each Exit Management Plan shall be presented by the selected bidder to and approved by RISL or its nominated agencies.
 - vii. In the event of termination or expiry of SLA, Project Implementation, Operation and Management SLA or SOWs each party shall comply with the Exit Management Plan.
 - viii. During the exit management period, the selected bidder shall use its best efforts to deliver the services.
 - ix. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
 - x. It would be the responsibility of the selected bidder to support new operator during the transition period.

6 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

6.1 Payment Terms and Schedule

- a) The request for payment shall be made to the purchaser in writing, accompanied by invoices (in triplicate) describing, as appropriate, the services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- b) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the selected agency.
- c) The currency or currencies in which payments shall be made to the selected agency under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the selected bidder.
- e) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- f) Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the due payments of the respective milestones.
- g) Taxes, as applicable, will be deducted / paid, as per the prevalent rules and regulations.

6.2 Payment Schedule

Payments to the selected bidder, after successful completion of the target milestones (including specified project deliverables), shall be made as stated in 'Project Deliverables, Milestones & Time Schedule' of Chapter 3'.

T: Date of Work Order

S: Date of sign off on design documents from RISL/RERA

S. No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule	Payment Schedule
1.	Business & System Requirement Study (Work mentioned in relevant sections of the RFP)	<ul style="list-style-type: none"> • Submission on Functional Requirement documents (FRS) • Submission of System Requirement Specification (SRS) 	T1 = T+45 Days	05 % of Quoted cost at S.No.1 of BOQ1 of Financial Bid (Study, Design & Development Cost) On approval from RISL/DOITC
2.	• Development/ customization/ configurations and implementation of complete modules	<ul style="list-style-type: none"> • Developed application. • Configuration & Deployment document with final source code in two sets of DVDs along with source code and/or license of third-party API/any other software used. 	T2 = S + 150 Days	• 75 % of Quoted cost at S.No.1 of BOQ1 of Financial Bid (Study, Design & Development Cost)
3.	<ul style="list-style-type: none"> • Testing – Unit and Integration Testing, Security Audit of the Portal & Go Live • Data Migration 	<ul style="list-style-type: none"> • Test Cases, UAT Reports, UAT Sign-off from the authorized official of the department. • Data Migration 	T3= T2+45 Days	

S. No.	Milestone	Deliverable (Reports/ Documents)	Time Schedule	Payment Schedule
	(Work mentioned in relevant sections of the RFP) <ul style="list-style-type: none"> • Deployment of the application (Go-Live) • Capacity Building 	<ul style="list-style-type: none"> • completion report. • Testing on migrated data. • Sign off on migrated data. • Audit Certificate. • Sign off for Go-live • Signoff on the training conducted. 		
4.	Operation & Maintenance Undertake activities Mentioned in relevant sections of Scope of Work Section 3.	<ul style="list-style-type: none"> • Quarterly satisfactory performance reports including report on Bugs/ Problems/ Complaints reported and resolved. • Attendance Report of onsite deployed manpower • Project document with defined responsibilities and timeline of completion for each enhancement/ requirement and bugs being reported (In case of new Development during O&M period) 	Within 15 days of passing of each quarter starting from the date of commissioning Once every month (by 15 th of each month)	Remaining 20% of Quoted cost at S.No.1 of BOQ1 of Financial Bid (Study, Design & Development Cost) + 100% of Quoted cost at S.No.2 of BOQ1 of Financial Bid (Operations & Maintenance Cost) <ul style="list-style-type: none"> • Note: O&M Cost will be paid quarterly after making adjustments for penalties as per SLA/ Performance

6.3 Key Personnel Requirements

The successful bidder is expected to depute / provide various manpower for smooth project execution in its various phases as per the requirements set forth in Annexure 12: "QUALIFICATION AND EXPERIENCE OF REQUIRED RESOURCES".

6.4 Service Level Standards/ Requirements/ Agreement

- a) Service level plays an important role in defining the Quality of Services (QoS). The prime objective of service levels is to ensure high quality of services from selected bidder, in an efficient manner to the identified users under this procurement.
- b) The service level shall be tracked on a periodic basis and have penalty clauses on non-adherence to any of them. The Bidder shall submit reports on all the service levels to the Purchaser in accordance with the SLA. The service levels defined below provide for target level of services required, measurements thereof and associated penalties.



- c) The penalties are not applicable if the delay/ non availability is due to issues in hardware infrastructure & network, viruses or any other reasons which are beyond the control of the bidder.
- d) If any resource is replaced, the outgoing resource would complete the knowledge Transfer (KT) activity with the replacing / new resource within fifteen (15) days at selected bidder's responsibility and cost. At least thirty (30) days' notice should be served by the firm for any outgoing resource.
- e) The replacement of resource deployed by the bidder after deployment shall be discouraged. Replacement of resource shall not attract any penalty in following cases:
 - a) The resource leaves the organization by submitting resignation with the present employer or
 - b) Demise of self/spouse / parent / children or
 - c) Due to poor health condition of self / parents / spouse/ children (supported by certificate issued by a Doctor) etc.
 - d) If procuring authority raises requirement of change of resource
 - e) Swapping of resources on defined positions if required and on approval by procuring authority.

In such cases, the requisition for replacement should be submitted along with the reason for leaving duly certified by HR of the bidder.

- f) In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline or performance), the Purchaser on their own discretion may decide to replace the specific resource and issue written notice to bidder for a suitable replacement. The Bidder will be responsible to replace the resource within 15 days, unless otherwise penalty will be imposed.
- g) Deployed resources during the O&M phase are allowed to take 2 leaves per month with prior approval from project OIC.
- h) The penalty provisions shall be as under:

A. Penalty Clause: The following Penalty conditions shall be incorporated in the SLA:

- 1. The Penalty shall be calculated on a quarterly basis.
- 2. The total deduction on account of penalties shall not exceed 10% of the total quarterly payment to be made to Technology Partner.
- 3. Two consecutive quarterly deductions of penalty more than 10% on account of any reasons will be deemed to be an event of default and RISL shall have the rights to terminate the contract and forfeit the remaining payable amount along with the Performance security deposit.
- 4. The penalties shall not be charged to Technology partner where the default is not attributable to them.

B. Service Levels for Resource Deployment

i. Penalty for Absence of Resources:

- a) In the case of absence of a resource (apart from Government Holidays) during project period, no payment will be made for the days a resource is absent.
- b) In addition, following penalties will be levied for all absence of the respective resource without prior approval from OIC:

S. No.	Penalty (INR)
1.	Penalty for absence of resource = No. of extra leaves (per resource) X INR 3,000/- per day

- c) Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages as described in Section below.
- d) Every resource shall be eligible for 18 leaves per year (proportionately divided for period of engagement in case not engaged for whole year). However, leave is not a right and, as per requirement of the project, project OIC may deny leave(s) to a particular resource(s).

ii. Penalty for Change of Resources: Penalty for replacement of resource(s) during the O&M phase

S. No.	Duration of Change	Penalty (INR)
1.	For every change in resource	20,000/- per change

C. Service Levels related to Application Development

The selected bidder shall ensure that the application availability is maintained at 99.9%. However, if due to any unforeseen circumstances an application downtime occurs, the selected bidder shall be liable to be penalized as per the following:

i. Non-availability/ Non-accessibility of Application:

Non-availability/ non-accessibility of the application will be considered if any module/ sub-module/ functionality/ services of the deployed application is not available/ accessed by any individual/ group of users of the application.

S. No.	Period	Penalty (INR) in % of the Quarterly Payable amount	
		Peak Hours (08:00 AM to 09:00 PM)	Non Peak Hours (09:00 PM to 08.00 AM)
1.	Upto 2 hrs	No Penalty	No penalty
2.	Upto 4 hrs	2%	1%
3.	Upto 8 hrs	6%	5%
4.	Upto 12 hrs	10%	9%
5.	>12 hrs	10% and additional 10% per additional 12 hours downtime (subject to max 50%)	9% and additional 9% per additional 12 hours downtime (subject to max 50%)

Note: Down-time of 2 days in a month for consecutive 2 months may be treated as breach of contract

Also, the penalty defined in this section shall be used only when the software/ application is not accessible/ functional/ active, but the hardware is functional at the respective site

ii. Delay in completion of reported Issues/Bug:

- As mentioned in Scope of Work, the bidder is responsible to accomplish all task within the specified timelines mentioned in finalised / Issue/ Bug Sheet.
- In case of Delay in implementation of Required Changes in the Software/ Application/ Delay in accomplishment of tasks mentioned /Issue/Bug Sheet, penalty shall be deducted as follows

Delay in implementation of required changes/software/application/delay in accomplishment of task mentioned/Issue/Bug sheet in a Quarter	High priority (Penalty in % of the quarterly payable amount)	Low priority (Penalty in % of the quarterly payable amount)
Upto 1 day	1%	Nil
1. Upto 3 days	2%	1%
2. Upto 5 days	5%	2%
3. >5 days	10%	5%
Note: In case of delay in implementation of required changes/ new deployment the delay shall be counted from the end of the decided timelines for completion of the changes.		

6.5 Quality of Services

- i. The selected bidder's team shall be responsible to interact with Senior Level Government officials, hence the deployed resources should possess sober personality and descent behaviour.
- ii. In case negative feedback is received repeatedly from the users/ participants verbally or in writing against any of the resources deployed, the purchaser may issue written notice to the selected agency for a suitable replacement.
- iii. In case of failure to meet the standards of the purchaser, (which includes efficiency, cooperation, discipline and performance), the Purchaser on their own discretion may decide to replace the specific resource or any other team member working in this project site / RISL and issue written notice to the selected agency for a suitable replacement. The purchaser may also ask the other selected agency for the suitable replacement of the resources as per their discretion. Non-timely replacement of resources shall attract penalty as per the work order issued by RISL.

6.6 Change Requests / Management

- i. An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Change Control Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- ii. RISL may at any time, by a written order given to the selected bidder, make changes within the general scope of the Agreement in any one or more of the following:
 - Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
 - The method of deployment, shipping or packing.
 - Schedule for Installation Acceptance.
 - The place of delivery and/or the services to be provided by the selected bidder.
- iii. The change request/ management procedure will follow the following steps:
 - **Identification and documentation of the need for the change:** The information related to initiator, initiation date and details of change required, and priority of the change will be documented by RISL.
 - **Analysis and evaluation of the Change Request:** Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the selected bidder.
 - **Approval or disapproval of the change request:** RISL will approve or disapprove the change requested including the additional payments, quoted man-

month rate shall be used for cost estimation, efforts of all technical resources shall be taken into account for total man-month estimation to carry out the project activities resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.

- **Implementation of change:** The change will be implemented in accordance with the agreed cost, effort, and schedule by the selected bidder.
 - **Verification of change:** The change will be verified by RISL on implementation of the change request.
- iv. All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by the selected bidder only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.
- v. While approving any change request, if required, RISL may ask the selected bidder to deploy the required resources on-site.

If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of receiving the change order by the selected bidder, which shall not be unreasonably withheld or delayed.



7 ANNEXURES

ANNEXURE – 1: COVERING LETTER FOR TECHNICAL BID

Date:

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

Full name of authorized representative:

To,

{Procuring entity},

RFP Ref. No.Dated.....

Sir,

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

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

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

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

We agree to abide by our offer for a period of 180 days from the date fixed for opening of the Technical Bids and that we shall remain bound by a communication of acceptance within that time.

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

Certified that the Bidder is a Company and the person signing the tender is the duly constituted attorney. Bid Security (Earnest Money) for an amount equal to Rs. _____ is enclosed in the cover containing the letter for Technical Bid.

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

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

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

Witness Signature: Witness Name:

Witness Address:



ANNEXURE - 2: PRE-BID QUERIES FORMAT

Name of the Company/Firm: _____

Bidding Document Fee Receipt No. _____ Dated _____ for Rs. _____/-

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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



ANNEXURE - 3: BIDDER'S AUTHORIZATION CERTIFICATE

To,

{Procuring entity},

_____,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE - 4: SELF-DECLARATION (Declaration by the Bidder regarding Qualifications)

To,

{Procuring entity},

_____,

In relation to my/our Bid submitted to..... for procurement of In response to their Notice Inviting Bids No..... Dated.....I/we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012, that:

1. I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity;
2. I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
3. I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons;
4. I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
5. I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition;

Date
Place

Signature of bidder
Name:
Designation:
Address:



ANNEXURE - 5: CERTIFICATE OF CONFORMITY/ NO DEVIATION

To,

{Procuring entity},

_____,

CERTIFICATE

This is to certify that, the specifications of Hardware & Software which I/ We have mentioned in the Technical bid, and which I/ We shall supply if I/ We am/ are awarded with the work, are in conformity with the minimum specifications of the bidding document and that there are no deviations of any kind from the requirement specifications.

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE - 6: DECLARATION BY BIDDER

I/ We declare that I am/ we are bonafide/ Manufacturers/ Whole Sellers/ Sole distributor/ Authorised dealer /dealers/ sole selling/ Marketing agent in the goods/ stores/ equipment for which I/ We have quoted.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the bid, if any, to the extent accepted may be cancelled.

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

Date:

Place:



ANNEXURE - 7: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER

To,

{Procuring entity},

_____,

Reference: NIB No. : _____ Dated: _____

Dear Sir,

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

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

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

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

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

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

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

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

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

Date:

Authorized Signatory

Name:

Designation:

Financial Bid Format

- This is an indicative BoQ. The BoQ available at e-procurement portal shall be considered as final.
- Bidder has to quote compulsorily in all items otherwise complete bid will be rejected.
- GST shall be paid on actuals as per prevailing rates.
- 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.



- The grand total of the total of quoted rates in the **BOQ 1 (total price) and BOQ 2 (Unit rate only, ref col no 4 of BOQ2)** shall be used for evaluation of this tender.
- The Bidders needs to submit their Financial Proposal at e-procurement website as per the below mentioned templates:

BOQ 1:

Tender Inviting Authority: {Name of Authority as per RFP}					
Name of Work: Request for Proposal (RFP) Document for Selection of Agency for Study, Design, Development & Implementation of Online Portal for Real Estate Regulatory Authority 2.0, Rajasthan					
NIT Ref. No.: _____				Dated: DD-MM-2024	
Bidder Name: _____					
1	2	3	4	5	6 = 5X4
S. No.	Description	Unit	Qty	Base Unit Cost (in INR) (inclusive of all taxes, levies, and duties applicable but excluding GST)	Total Price In Figures (in INR) (inclusive of all taxes, levies, and duties applicable but excluding GST)
1.	Study, Design & Development	Lumpsum	1		
2.	Operations & Maintenance	No. of Years	1		
Total in Figures					
Total in Words					



BOQ 2:

1	2	3		4	5
S. No.	Description of Resource (Onsite)	Unit	Qty.	Per Unit Price per month till the completion date of O&M Period (in INR) (inclusive of all taxes, levies, and duties applicable but excluding GST)	Per Unit Price per month for 12 months from the completion date of O&M Period (in INR) (inclusive of all taxes, levies, and duties applicable but excluding GST)
1.	Project Manager	Man-month	1		
2.	Project Coordinator cum Technical Support	Man-month	2		
Total in Figures					
Total in Words					

Note:

- i. In case of any discrepancy due to arithmetic error, the same shall be rectified by the purchaser by re-calculation at the time of evaluation of the bid pursuant to clause 5.17.

Note: The grand total of the total of quoted rates in the **BOQ 1 (total price) and BOQ 2 (Unit rate only, ref col no 4 of BOQ2)**



ANNEXURE - 8: BANK GUARANTEE FORMAT

BANK GUARANTEE FORMAT –BID SECURITY

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

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

Sir,

1. In accordance with your Notice Inviting Bid for <please specify the project title> vide NIB reference no. <please specify>M/s. (Name & full address of the firm) (Hereinafter called the “Bidder”) hereby submits the Bank Guarantee to participate in the said procurement/ bidding process as mentioned in the bidding document.

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by RISL, First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.) (hereinafter referred to as “RISL”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date(i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

And whereas the Bidder desires to furnish a Bank Guarantee for a sum of <Rs. _____ (Rupees <in words>)> to the RISL as earnest money deposit.

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by the RISL of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that the RISL shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL on account thereof to the extent of the Earnest Money required to be deposited by the Bidder in respect of the said bidding document and the decision of the RISL that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the RISL shall be final and binding on us.
4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the RISL and it is further declared that it shall not be necessary for the RISL to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which the RISL may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if



sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.

- 6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of the RISL to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify>days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)
Place (Printed Name)
(Designation)
(Bank's common seal)

In presence of:
WTTNESS (with full name, designation, address & official seal, if any)
(1)
.....
(2)
.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

The Bank Guarantee shall fulfil the following conditions in the absence of which they cannot be considered valid: -

- 1. Bank Guarantee shall be executed on non- judicial stamp paper of applicable value purchased in the name of the bank.
2. Two persons should sign as witnesses mentioning their full name, designation, address and office seal (if any).



3. The Executor (Bank Authorities) may mention the power of attorney No. and date of execution in his/ her favour authorizing him/ her to sign the document. The Power of Attorney to be witnessed by two persons mentioning their full name and address.
4. The Bank Guarantee should be executed by a Nationalised Bank/ Scheduled Commercial Bank only.
5. Non – Judicial stamp paper shall be used within 6 months from the date of Purchase of the same. Bank Guarantee executed on the non-judicial stamp paper after 6 (six) months of the purchase of such stamp paper shall be treated as non-valid.
6. The contents of Bank Guarantee shall be strictly as per format prescribed by RISL
7. Each page of Bank Guarantee shall bear signature and seal of the Bank and B.G. number.
8. All corrections, deletions etc. in the Bank Guarantee should be authenticated by signature of Bank Officials signing the Bank Guarantee.
9. Bank should separately send through registered post/courier a certified copy of Bank Guarantee, mentioning Bid reference, Bid title and bidder name, directly to the Purchaser at the following address:



BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)

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

(Note – The value of stamp duty will be 0.25% of bank guarantee value or 25000 whichever is lower).

(Stamps should have been purchased from Rajasthan)

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

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



RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.

- 6. The liability of us (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
- 7. We (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
- 8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
- 9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
- 10. We (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
- 11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature
(Name & Designation)
Bank's Seal

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

Signature
(Name & Designation)



ANNEXURE - 9: DRAFT AGREEMENT FORMAT

(Note – The value of stamp duty will be 0.15% of the amount or value of the contract subject to maximum of Rs. Twenty- Five Lakhs)

(Stamps should have been purchased from Rajasthan)

This Contract is made and entered into on this _____ day of _____, 2013 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.) (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

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

And whereas

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

And whereas

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

And whereas

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

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

1. The NIB Ref. No. _____ dated _____ and RFP document dated _____ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. _____ dated _____ will duly provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. _____ and completed by supplier within the period as specified in the RFP document.



5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of stores/ works which supplier has failed to supply/ install/ complete: -

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
 - ii. The maximum amount of agreed liquidated damages shall be 10%.
 - iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.
7. Service Level Agreement shall be as per Clause 4 of Chapter 7 of RFP.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of _____, 2013.

Signed By:	Signed By:
() Designation:, Company:	On behalf of RISL
<i>In the presence of:</i>	<i>In the presence of:</i>
() Designation: Company:	() Designation: Organization:
() Designation: Company:	() Designation: Organization:



ANNEXURE - 10: FORMAT FOR SUBMISSION OF PROJECT REFERENCES FOR PRE-QUALIFICATION EXPERIENCE

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

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



ANNEXURE - 11: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012

Appeal Noof

Before the (First/ Second Appellate Authority)

1. Particulars of appellant:
 - a. Name of the appellant:<please specify>
 - b. Official address, if any: <please specify>
 - c. Residential address:<please specify>

2. Name and address of the respondent(s):
 - a. <please specify>
 - b. <please specify>
 - c. <please specify>

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

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

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

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

7. Prayer:<please specify>

Place

Date

Appellant's Signature

ANNEXURE – 12: QUALIFICATION AND EXPERIENCE OF REQUIRED RESOURCES

S. No.	Resource	Desirable Qualification and Experience	
		Project Phase	
1.	Project Manager	As on need basis	<ul style="list-style-type: none"> • B.E/ B.Tech / MCA / MSc in Computers or equivalent with at least 5+ Years of proven experience of application development/ team lead/ solution architecting and at least 2 years' experience of working on the similar/ RERA projects • 10+ years' experience of managing large software development projects and must have core development skills as full stack developers. The candidate must have independently handled at least two large projects on all aspects from concept stage to implementation.
2	Project Coordinator cum Technical Support (2 nos)	O&M Period	<ul style="list-style-type: none"> • B.E/ B.Tech / MCA/ Master's Degree (CS/ CA/ IT) • 3+ years of post-qualification and relevant work experience in management/ requirement gathering/Testing coordination and implementation support of IT/ ITes projects/ Technical Support/ Testing
3	Software Developer (Project Coordinator cum Technical Support) (As required)	As required	<ul style="list-style-type: none"> • B.E/ B.Tech / MCA/ Master's Degree (CS/ CA/ IT) • 4+ years of experience from application development. • The candidate should have experience as full stack developer.

Note:

- The resources shall be stationed at Jaipur, Rajasthan. The resources have to follow the working hours and working days of RISL as per the calendar of Government of Rajasthan. However, resource shall be available on a holiday, if required by the purchaser. No extra payments will be made for working on extended hours / Saturdays / Sundays / Holidays to meet the committed/required time schedules.
- All above mentioned resources should be on payrolls of the selected bidder at and during the time of deployment.
- The above list is of the minimum manpower required to be deployed by the selected bidder for successful execution of the project, however, the selected Bidder needs to assess the actual requirements of manpower of all categories on their own and deploy the same for successful implementation.



ANNEXURE – 13: FORMAT FOR CV OF RESOURCES

Format for the Profiles	
Name of the person	
Current Designation / Job Title	
Current job responsibilities	
Proposed Role in the Project	
Proposed Responsibilities in the Project	
Academic Qualifications: <ul style="list-style-type: none"> ○ Degree ○ Academic institution graduated from ○ Year of graduation ○ Specialization (if any) Key achievements and other relevant information (if any)	
Professional Certifications (if any)	
Total number of years of experience	
Number of years with the current company (the SDA)	
Summary of the Professional / Domain Experience	
Number of complete life cycle implementations carried out	
The names of customers (Please provide the relevant names)	
Past assignment details (For each assignment provide details regarding name of organizations worked for, designation, responsibilities, tenure) Prior Professional Experience covering: <ul style="list-style-type: none"> ○ Organizations worked for in the past <ul style="list-style-type: none"> ○ Organization name ○ Duration and dates of entry and exit ○ Designation ○ Location(s) ○ Key responsibilities ● Prior project experience <ul style="list-style-type: none"> ○ Project name ○ Client ○ Key project features in brief ○ Location of the project ○ Designation ○ Role ○ Responsibilities and activities ○ Duration of the project ○ Total team size Please provide only relevant projects.	
Proficient in languages (Against each language listed indicate if read/write/both)	



ANNEXURE – 15: FORMAT FOR PROPOSAL DOCUMENT

- a) Details of any one best project executed onsite with the features of the software platform
(Max. 200 words)
- b) Understanding of our project
(Max. 300 words)
- c) Detailed approach & methodology on project execution
(Max. 500 words)
- d) Proposed solution with Technology platforms
(Max. 500 words)

ANNEXURE – 16: INDICATIVE REQUIREMENTS FOR ENHANCEMENT & NEW MODULES

The Annexure discusses about the various modules envisaged to be implemented/ redesigned/ enhanced for the RERA portal. Here it should be noted that the requirements specified in this Annexure are indicative only and are likely to get modified based on the discussions with RERA officials.

A. Enhancements/upgradation in existing RERA Portal Modules

1. Promoter Registration

Promoter registration module will allow the promoter to get themselves registered on the portal and access various features and functionalities of the system either through a web or a mobile app. With the redesigning of this module, the Promoters shall be able to review and manage their work completely on the RERA portal instead of handling any sort of offline documentation. The promoter shall be able to add resources from different departments through the same Login. Following features not limited to, to be enhanced/ developed in the module in discussions with department:

- Segmentation of the registration form
- Print payment receipts for the applications made
- Option to save the form information prior to submitting
- Digitization of documentation, which leads to physical submission of documents prior to any hearing etc.

2. Agent Registration

The agent registration module shall allow the Agent to get themselves registered on the portal and access various information. The aim of this module is to certify Agents from RERA with a unique registration number an easy access to various required information along with services provided by RERA, Rajasthan.

In this regard, one of the major pain point which the agents have to face in the existing scenario is the complex procedures involved in registering and submitting the Quarterly Return Filing (QPR) and the Annual Return Filing (APR). This issue is mostly faced by agents who are accessing the portal for the first time, as the portal does not present any manual/ guidelines for submitting the required details. Further to this, the module also does not allow any option to upload the relevant certificates, which have to be submitted offline by the agents. With the enhancement of Agent Registration module, the following are expected to be addressed:

- Digitalization of documentation submission reducing in-person intervention
- Simplification of the procedures for submitting QPR and APR by agents
- Ease of understanding the agent registration process with the help of User Manuals/ guidelines

3. Project Registration

The project registration module shall allow promoters to register their projects with all the details required such as basic details, costing, common area, building area, associated consultant with the project, all the required documents etc. Once the application is received, it shall be scrutinized by different departments to ensure compliance with the RERA guidelines and regulations. In case of any queries, the same shall be intimated to the promoter, allowing him to respond within a stipulated time frame. Otherwise, the application is sent further up to the Chairman for approval. All throughout this application process, the promoter shall be able to view and track the status of their application through a unified dashboard, thus managing the project registration process and providing periodic updated w.r.t. the project on an end-to-end basis.

Some of the features and/or functionalities which are envisaged to be achieved with the redesigning of the application include:

- Submission of project extension applications online

- Submission of project corrections in the original application submitted by the promoter
- Provide Quarterly/ Annual/ regular updates on the project which includes physical progress of the project, status of booking of plots/ flats
- Provide annual statement of accounts towards the end of every financial year etc.

4. Profile Details Change

This module shall allow promoters and agents to change their profile details. There shall be a minimal fee which shall need to be paid as decided by RERA Rajasthan to change the details filled at the time of registration.

5. Project Map Revision

This module allows the promoter to revise the map submitted by them at the time of filing for registration for a property and got approved by RERA. To update the existing MAP, user apply the MAP revision application and upload the proposed MAP which will be approved by RERA.

6. Notification Management System

Notification Management System send notification to user on each action taken by Authority like approval, objection, rejection, workflow movement etc. One of the key pain points observed in RERA Rajasthan is the lack of any functionality intimate by SMS/E-Mail to stakeholders to inform about deadlines for applications and/or responses to queries received.

7. Project Transfer/ Withdrawal

Through this module, the Promoter shall be able to apply for transfer/ withdrawal of the project by submitting an appropriate justification to RERA. After reviewing the application, RERA officials would be able to take the action accordingly. Redesigning of this module shall help reduce the in-person intervention between the promoter and the authorities for the submission of any required documents which would earlier have been submitted in offline manner.

8. Project Extension

In this module promoter can initiates additional time of registration, it shall apply for online extension application. Project Extension application allows promoters to apply extension validity of the projects. Extension application are mainly of two types which are as

- i. Extension of Validity of Projects for maximum of one year
- ii. Extension of validity of projects requiring consent of majority of the allottees

For each of the type of application, the promoter shall apply online with relevant form and supporting documents. The entire processing of the application shall be online.

9. Account and Fund Management

This module shall allow RERA officials to manage the accounts and funds available to RERA. System shall have the functionality to capture various funds related details like the type of funds received, funds under specific project/ project type, year-wise fund management of projects etc. the redesigned system shall also have the capability to publish various intended MIS reports related to different parameters as and when required by RERA officials.

10. Integration with External Services

Integration of the redesigned RERA portal with other external services such as eMitra, DigiLocker, SSO, Raj eSign, RajDharaa etc. shall enhance the features and functionalities offered by the new RERA portal, serving as a unified platform for performing all relevant transactions and/or interactions with reference to the various business procedures of RERA portal. These include promoter registration, property registration, agent registration, profile updation etc. integration with GIS portal like RajDharaa shall further enhance the UI/ UX of the RERA portal, allowing promoters to view their respective geotagged properties on GIS map along with their details.

11. Online Payment/ Refund Management System

The enhanced system shall allow all external users to pay for various services online through Rajasthan Payment Platform (RPP) and other portals as required. This shall help create a secure online payment gateway for the users to make any sort of monetary transactions to RERA. In certain business scenarios e.g., Profile Details Change, if due to some reasons the application does not get processed, an efficient and automated refund management system shall ensure seamless reversal of any money transferred by the promoter to RERA within 24 hours of initiating refund request.

12. Complaint Management System

The platform shall be responsible for end-to-end execution of the complaint from its filing, proceedings, execution & enforcement before the Authority & Adjudicating Officer. The platform shall have the following, but not limited to, functionalities:

- Complaint Filing:
- Complaint Admission and Allocation
- Cause list Generation
- Filing of Rejoinder & Reply
- Complaints Submissions
- Online Complaint Hearings
- Complaint Adjournment
- Complaint Orders (Daily, Interim or Final)
- Complaint Review
- Complaint Corrections
- Non-Execution of Orders
- Penalties Levy & Execution
- Warrants Execution
- Transfer of Complaints
- Indexing & Bookmark

The complain and redressal module shall have the following salient features:

- Login architecture and workflows for both complainant and respondents to handle e-submissions.
- Provision for e-submissions of additional documents and written arguments pertaining to the complaint.
- Option to add multiple stakeholders as complainants and respondents.
- Provision to apply for execution petitions against complaints for which order is not complied.
- Option to withdraw complaint.

13. eCourts Management System

The e-court system enables virtual hearings where parties can present their arguments and engage with the authority remotely via video conferencing. This enhances accessibility and reduces the need for physical presence in a traditional courtroom. The audio / video conferencing is an integration with the available third part utility like Webex.

14. Conciliation Forum

As part of the designed RERA portal, a user must have a choice of opting for online conciliation at the time of filing complaint if they so choose. With the consent of the other party, the complaint may be resolved with an independent conciliation process which shall be executed on the platform as well. Following steps shall be incorporated in conciliation management module:

- **Conciliation Initiated:** Under this process, Authority may refer complaints, at any point of time, to conciliation benches to initiate dispute resolution in an amicable manner.

- **Conciliation Allocation:** On receiving the conciliation application, the conciliation is scrutinized to allocate to the respective conciliation Bench.
- **Cause list Generation:** The conciliation benches should be able to schedule hearings online, resulting in automatic issuance of notice of hearings to all parties involved. Further, the platform must be able to generate real time cause lists automatically on an individual user and bench basis.
- **Conciliations Submissions:** Any further information or documents that need to be submitted by any of the parties involved in the conciliation will be submitted online using the proceedings of the conciliation.
- **Online Conciliation Hearings:** During the proceedings of the conciliation, there must be a provision for having hearings with the participants online using a video conferencing solution within the overall solution.
- **Conciliations Adjournment:** There needs to be a provision of adjournment for hearings as per decisions of bench and parties involved.
- **Conciliation orders & Settlement Agreements:** During the course of meetings, there will be various orders and settlement agreements generated by the benches including Roznama. All these orders should be available through the platform to all the relevant stakeholders of a conciliation. In Future, there must also be a provision for the orders / settlement.
- **Submission of report to the authority:** The conciliation panel shall make sincere effort to complete the conciliation proceedings before the deadline fixed in the matter and submit its report to the Authority. In case the parties are able to reach mutually agreeable solution, the conciliation bench shall submit its report along with settlement agreement to the authority for it to take that into record and close the case. Else if parties couldn't agree to any settlement, the same chairperson / member / bench shall hear the case, who in the first instance, referred it for conciliation.

15. Bank & Encumbrance Account Change

The redesigned system shall allow the promoter to fill the application for changing the bank account and encumbrance details through this module. This functionality shall fall compliant with the details captured under Form R-4A and R-4B of RERA.

16. Quarterly Return Filing (QPR) & Annual Return Filing (APR)

The redesigned and enhanced system shall allow and provide interface to promoters to fill the Quarterly Progress Reports (QPR) and Annual Progress Reports (APR) of their projects.

17. Legacy Data Migration

The following activities (illustrative but not exhaustive) shall be carried out as part of the Data Migration exercise:

- Define all the specifications that are needed to populate the data into the implemented system.
- Prepare uniform codification of all data sets.
- Develop the data migration templates/ Forms/ Format and facilitate the migration of legacy and new data elements into the system.
- Identification, configuration or development of the data upload/ download programs for the data migration.
- Create data extraction programs in the legacy system to convert into the format as required by the system.
- Data entry of manual records in the requisite format to be done by the successful Bidder.
- Scanning of appropriate paper documents, naming them, entering their characteristics like author, date, etc., indexing, classifying and uploading into the Document Management System.

- The Bidder shall ensure data cleansing of all the data migrated from the legacy system to the new application & data validation before uploading the same to the production environment.
- Proper documentation of the data conversion / upload.
- The Bidder shall ensure that data digitization and migration is complete in all respects and the activities are completed in time so that all the requirements of system implementation are fulfilled.
- Data Backup at each stage of migration is the responsibility of the Bidder

18. Dashboard and Analytics Reporting

This facilitates Authority to generate various advance reports & dashboards using BI tools to summarize key metrics and insights derived from the data analysis and offer visualization capabilities that create charts, graphs, and maps to visualize data in a more comprehensible format. The existing RERA application needs some modification and improvements in data analytics and reporting capabilities. This limits the ability to extract valuable insights for informed decision-making by regulators, promoters, and home buyers. Thus, integrating advanced data analytics and user-centric dashboards can transform the RERA platform into a powerful information hub. Some of the enhancements proposed as part of this module are as follows:

- Streamlined Data Extraction: Implement efficient data extraction tools and APIs to facilitate seamless data access for analysis.
- Interactive Dashboards: Design user-friendly dashboards with drill-down functionalities, enabling stakeholders to explore trends and identify patterns within the data.
- Customizable Reporting: Develop a reporting suite that allows stakeholders to generate reports tailored to their specific needs, with filters and sorting options for focused analysis.
- Actionable Insights: Leverage data analytics to generate insights that can be used to improve existing RERA processes, such as optimizing registration procedures and complaint resolution timeframes.

19. Smart Warning System/ Notification Manager

Citing the current RERA platform, there is a dire need to improve the transparency in operations and compliance by providing timely alerts and warnings regarding RERA rules and regulations, deadlines for submission etc. to promoters, agents, and buyers. With a robust notification manager in place, the RERA platform shall bridge the information gap between the RERA and the promoters, ensuring the stakeholders are well-equipped to comply with regulations, ultimately promoting a more efficient and transparent real estate market. In this regard, some of the functionalities proposed to be developed include:

- Smart Alerts: Develop a notification system that triggers automated alerts for stakeholders based on pre-defined rules and regulations set by RERA. These alerts could be:
 - Proactive: Early warnings notifying stakeholders of upcoming deadlines or potential compliance issues.
 - Informative: Updates on new RERA regulations or changes to existing ones.
 - Actionable: Reminders for required actions like submitting documents or completing registrations.
 - Centralized Notification Center: Implement a central repository to store all notifications received by stakeholders on the RERA platform. This ensures:
 - Easy Access: Stakeholders can easily retrieve past notifications for reference.
 - Historical Record: Creates a complete audit trail of all notifications sent and received.

- Customization: Allow stakeholders to manage notification preferences (e.g., email, SMS) and filter notifications based on relevance.

20. User Management System

Secure access control is essential for safeguarding sensitive data within the RERA platform. By implementing a comprehensive user management system, the RERA platform shall foster a secure environment with controlled access, ultimately ensuring data security and improved operational efficiency. Some of the functionalities planned for implementation as part of RERA portal redesigning exercise include:

- Role-Based Access Control (RBAC): Implement a robust RBAC system to define user roles with specific permissions and limitations. This ensures that users can only access functionalities relevant to their role.
- Predefined Roles: Establish predefined roles like Super Admin, RERA Official (District-Specific), Promoter, Agent, and Buyer. Each role will have a defined set of permissions.
- Customizable Roles: Allow RERA to define additional custom roles with tailored permissions for specific needs.
- Super Admin Functionalities
- User Creation and Management: Empower Super Admins to create new user accounts, assign roles, and manage user profiles.
- Role Management: Define, edit, and manage predefined and custom user roles with associated permissions.
- District-Specific Role Assignment: Enable Super Admins to assign RERA officials to specific districts, limiting their access to data and functionalities relevant to their assigned area.

21. Website

The current RERA website might lack a user-friendly interface and comprehensive information display. Additionally, limited language support might hinder accessibility to promoters, agents and other users of different linguistic background. Thus, by building a new, user-centric website with comprehensive information and bilingual support, the RERA platform can become a central hub for stakeholders to access crucial information, ultimately promoting transparency and informed decision-making within the real estate sector. Some of the features envisaged to be implemented include:

- Information Accessibility: Design a user-friendly and intuitive website layout that enables easy navigation and quick access to relevant information.
- Projects: Comprehensive project details with search functionalities by location, promoter, etc.
- Promoters: Profiles of registered promoters with contact information and project listings.
- Agents: Registered agent profiles with contact details and areas of operation.
- Complaints: Information on filing complaints, grievance redressal process, and case status tracking.
- RERA regulations and guidelines.
- Frequently Asked Questions (FAQs) section for common queries.
- Bilingual Support: Integrate bilingual support for local languages (e.g., Hindi for Rajasthan) and English, allowing wider accessibility for stakeholders.

- Interactive Features: Consider including interactive features like project maps, downloadable forms, and online chat support for enhanced user experience.

22. Helpdesk

The current system might lack a dedicated channel for stakeholders to report IT issues related to the RERA platform. Following is the solution envisaged for implementation with reference to this module:

- Develop an online IT service request module for a seamless and efficient support system.
- Issue Reporting: Allow stakeholders (promoters, agents, buyers, stakeholders) to easily submit IT issue reports through a user-friendly online form.
- Issue Categorization: Enable users to categorize their issues (e.g., login problems, functionality errors, website issues) for faster routing to the appropriate support team.
- Ticket Tracking: Implement a ticket tracking system that provides users with a unique identifier for their issue report. This allows users to track the progress of their request and receive updates.
- Knowledge Base: Develop a knowledge base with self-help resources (e.g., FAQs, troubleshooting guides) to empower users to resolve common issues independently.

23. Mobile App

Existing RERA application is accessible via web portal only and needs to be accessed by mobile app. The bidder shall identify the features and functionalities to be launched as part of the Mobile App for RERA portal from the perspective of both the citizens as well as the promoters, agents and RERA officials. Some of the functionalities which may be included in the mobile app include:

- Integration with RajDharaa application to view geotagged property on GIS map
- Promoter/ Agent/ Project registration
- Notification Management System for timely alerts and notifications
- Online Payment/ Refund Management System
- Create and modify profile details
- Complaint Management System etc.

B. Additional Module/Services, but not limited to, required to be developed

1. Enquiry & Investigation

The platform needs a provision for filing and executing enquiries and performing investigations. The entire proceedings will be executed on platform and all relevant stakeholders must be able to participate.

2. Marketplace

- **Project Marketplace:** A public listing of all projects that are listed on the RERA platform. The allottees or any other concerned parties must have the ability to search the listing on a number of parameters like location, size, type, ratings, reviews, area, etc. The project details page must also list out all the project details like its promoter details, compliance listings, filing details, performance statistics, etc for the benefit of the allottee.
- **Professionals Marketplace:** RERA will also host a marketplace of professionals that promoters can hire for submitting various certificates that are required during the project registration and compliance alike. The promoters must be able to invite any professionals during the registration or post registration and allocate tasks to them. Professionals should then be able to log onto the platform and upload the required certificates. This feature provides the following services –
 - Market Place Signup
 - User Profile
 - Professional Search

- Recommendations
- Testimonials
- Experience Details
- Contact Details
- Blacklisting

3. Allocation

Allocation of application can be done in the following ways:

- **Auto Allocation:** If configured, the system must automatically allocate the right officer from the RERA office on the basis of predefined allocation rules.
- **Manual Allocation:** If configured, the system must provide an option to manually allocate the scrutiny officer for all registrations.

4. Scrutiny

The solution shall provide Side-by-Side Comparison of two or more items or documents to identify similarities and differences between them and also provide a Dynamic Checklist which will be a pop-up window that contains scrutiny list to the officer during inspection of application.

5. Orders

- **Order Builder:** An inbuilt tool that lets competent authorities or the order writers build orders using a suite of word processing utilities.
- **Smart Orders with Builders:** An inbuilt tool that takes user input and generates an order from one of the many templates from a template gallery of orders and intelligently replaces key information for faster processing.
- **Notification:** The relevant parties need to automatically be notified whenever an order relevant to them is generated and published on the platform.
- **Order Search:** The users should have the ability to search for past orders on the basis of common filters like the subject, case, date time, etc.
- **Order Template Gallery:** A common platform wide template gallery for the standard templates which is searchable and browsable
- **Order Writer Module:** The order writer must be able to log in and write orders from the dictation or oral instructions provided by the authority.

6. Services Related to Enquiry & Investigation

The platform needs a provision for filing and executing enquiries and performing investigations. The entire proceedings will be executed on platform and all relevant stakeholders must be able to participate.

7. Services Related to Administration

Following are the services related to Administrative are required to be developed-

- Scrutiny System
- Allocation System
- Generate Notices & Summons
- Auto sending of Non-Compliance Notice
- Auto sending of Notice for Delayed Project
- Approval and Hierarchy Management
- Event Scheduler
- Calendar Management
- Member Invitation Management
- Panel Management
- Recordings & Transcription of Statements & Proceedings
- Auto Notifications & Reminders Re-Scheduling
- Court Order Management
- Case Manager Management
- Data Analytics and Customized Reports
- Fee Management

- Digital Registers
- Digital Office Memos
- Digital Signature
- Metadata Management
- User Management

8. Case Log and Case Record

All actions taken by any of the stakeholders on the platform must be logged and accessible on a case-by-case basis for easy tracking and enhanced transparency. All information submitted by any of the stakeholders into a workflow must be organized in the case record on the basis of its nature and the actors involved. There must be easy access to all the documents, submissions and smart template documents.

9. Digital Diary

A central place to store user's selected snippets of information from all around the platform like documents, submissions, smart documents, annotations, hearing recordings, notes, etc.

10. Chatbot

SI shall implement chat-bots/ web-assistants with requisite query/ response data feed on various services/ processes / initiatives to enable interaction to enable seamless citizen engagements. FAQs shall be easily embed into the system. These automated Chatbot should serve the following:

- Customer Service
- Use Customer Feedback to get insights on various processes and functions
- Should maintain a language in line with the culture of Rajasthan RERA
- Multilingual Support. Majorly shall support the languages Hindi and English.
- Accessible anytime

11. Speech to text: The solution shall facilitates RERA officials to user this features while writing note-sheet, order, etc.

12. GIS enabled Solution

The solution shall capture latitude and longitude coordinates of properties, allows the creation and visualization of these geo-fences. The system will also be utilized to capture the real time images while project registration and filling the RERA compliances like QPR, APR etc. GIS can be leveraged to display nearby places of interest on a map like nearby schools, hospitals, supermarkets, parks, etc. Solution shall be capable to integrate with existing GIS application to support the above features.

13. Help

The help features contains the following functionalities –

- Documentation
- Help manuals
- User guides
- Video guides
- Documentation Search
- Multilingual support
- FAQs



ANNEXURE – 17: ORIGINAL SOFTWARE DEVELOPER

(Indicative Format: to be filled by Original Software Developer (OSD) & submitted on their Letter Head only and must contain the details of licenses or other relevant details)

To,
The Managing Director,
RajCOMP Info Services Limited (RISL),
First Floor, Yojana Bhawan,
C-Scheme, Jaipur-302016 (Raj.)
Subject: Issue of the Original Software Developer
Reference: NIB/ RFP Ref. No. _____ dated _____

Sir,
We {name and address of the OSD} who are established and reputed Original Software Developer having office at {addresses of manufacturing location} do hereby authorize {M/s _____} who is our {Distributor/ Channel Partner/ Retailer/ Others <please specify>} (hereafter referred as bidder) to bid, negotiate and conclude the contract with you against the aforementioned reference for the following Hardware/ Software manufactured by us: -

{OSD will mention the details of all the proposed product(s) with their make/ model.}
We undertake to provide upfront OSD onsite comprehensive Warranty for the offered Hardware/ Software, as mentioned above, for 3 Years.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Sale within next 12 months from the date of bid submission.

We hereby confirm that the offered Hardware/ Software is not likely to be declared as End-of-Service/ Support within next 3 years from the date of bid submission.

We hereby confirm that we have direct back-to-back service support agreement with the bidder for the project duration of 3 years as per RFP. DoIT&C/RISL/Bidder/ GoR will be able to log a support ticket directly to our helpdesk to get telephonic/remote support directly from us, as required.

Yours faithfully,
For and on behalf of M/s (Name of the manufacturer)

(Authorized Signatory)
Name, Designation & Contact No.:
Address: _____
Seal: