

जयपुर विकास प्राधिकरण, जयपुर

पी.बी.-एस.एफ-201, पार्किंग बिल्डिंग, द्वितीय तल, इन्दिरा सर्किल जवाहर लाल नेहरू मार्ग, जयपुर-302004
दूरभाष 91-141-2569696 एक्सटेंशन नं. 8800

क्रमांक: JDA/IT(1351639)/PMIS-M&D/2023/D-70

दिनांक: 16/05/2025

निविदा सूचना

NIB No.: JDA-IT-04:2025-26

UBN No.: JDA2526SLOB00165

जयपुर विकास प्राधिकरण द्वारा “Revamping and Enhancement & Maintenance of Project Monitoring Information System (PMIS) Application Software for Engineering Works for 2 years” के लिए ऑनलाईन बिड्स दिनांक 09/06/2025 को 03:00 बजे तक आमन्त्रित की जाती है। निविदा बोली का ऑनलाईन आवेदन व भुगतान जविप्रा पोर्टल पर करने की अन्तिम तिथि 06/06/2025 को 05:00 बजे तक है। निविदा की अनुमानित लागत रु 160.00 लाख है। निविदा बोली के दस्तावेजों का विस्तृत विवरण www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.rajasthan.gov.in पर देखा जा सकता है।

निविदा में भाग लेने हेतु निविदादाता को अनिवार्य रूप से निम्न प्रक्रिया अपनानी होगी:-

1. निविदा में भाग लेने एवं भुगतान जमा कराने हेतु निविदादाता को जविप्रा के **Online Tender Participation'** पोर्टल www.jda.rajasthan.gov.in या <https://service.jaipurjda.org> पर जविप्रा के सिंगल साईन ऑन के माध्यम से करना होगा।
2. राजस्थान सरकार के ई-प्रॉक्यूरमेंट पोर्टल www.eproc.rajasthan.gov.in पर ऑनलाईन निविदा प्रस्तुत करनी होगी।

-sd-
सिस्टम एनालिस्ट
उपापन संस्था

JAIPUR DEVELOPMENT AUTHORITY

PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)

JDA/IT(1351639)/PMIS-M&D/2023/D-70

Date: 16/05/2025

NOTICE INVITING BID

NIB No.: JDA-IT-04:2025-26

UBN No.: JDA2526SLOB00165

Online Bids are invited up-to 04: 00 PM of 09/06/2025 for “Revamping and Enhancement & Maintenance of Project Monitoring Information System (PMIS) Application Software for Engineering Works for 2 years”. The last date for Applying Bid and making online payment on JDA portal is up-to 05:00 PM of 06/06/2025. The estimated cost of NIB is Rs. 160.00 Lakh. Details may be seen in the Bidding Document at our office or the State Public Procurement Portal website www.sppp.rajasthan.gov.in, www.eproc.rajasthan.gov.in and www.jda.rajasthan.gov.in

To participate in the bid, bidder must:

- A. Participate in Tender & Deposit Payment on ‘Online Tender Participation’ Portal of JDA at <https://jda.rajasthan.gov.in> or by Single-Sign-On of JDA at <https://service.jaipurjda.org>.
- B. Submit e-Bid on ‘e-Procurement Portal’ of GOR at www.eproc.rajasthan.gov.in

-sd-

System Analyst
Procuring Entity

Detailed NIB	
Name & Address of the Procuring Entity	<ul style="list-style-type: none"> ➤Name: System Analyst, Jaipur Development Authority ➤Address: PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan) ➤Email: it.jda@rajasthan.gov.in
Subject Matter of Procurement	➤Revamping and Enhancement & Maintenance of Project Monitoring Information System (PMIS) Application Software for Engineering Works for 2 years
Bid Procedure	➤Single-stage Two part open competitive eBid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	➤Least Cost Based Selection (LCBS)-L1
Websites for downloading Bidding Document, Corrigendum's, Addendums, etc.	➤Websites: www.sppp.rajasthan.gov.in , www.eproc.rajasthan.gov.in , www.jda.rajasthan.gov.in
Website for online Bid application and payment *	<ul style="list-style-type: none"> ➤Website: www.jda.rajasthan.gov.in ➤For participating in the Bid, the Bidder has to apply for this Bid and pay the Bidding Document Fee, RISL Processing Fee and Bid Security Deposit, online only. <ul style="list-style-type: none"> ○ Bidding document fee: Rs. 1000.00 Rupees (One Thousand only), 50% (Rs. 500.00) for MSME of Rajasthan. ○ RISL Processing Fee: Rs. 2000.00 (Rupees Two Thousand only) ○ Requisite Bid Security Deposit.
Estimated Procurement Cost	➤INR 1,60,00,000 (Rupees One Crores Sixty lakhs only)
Bid Security Deposit	<ul style="list-style-type: none"> ➤Amount (INR): 2% of Estimated Procurement Cost, 0.5% for MSME of Rajasthan, 1% for Sick Industries, other than MSME, whose cases are pending with Board of Industrial & Financial Reconstruction. ➤In case of Departments of the State Government and Undertakings, Corporations, Autonomous bodies, Registered Societies, Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government shall submit a bid securing declaration in lieu of bid security.
Date/ Time/ Place of Pre-Bid	<ul style="list-style-type: none"> ➤Date / Time: 21/05/2025 at 11:00 AM ➤Place: Room No. PB-SF-201, Parking Building, Second Floor, Ram Kishore Vyas Bhawan, JLN Marg, Jaipur-302014 (Rajasthan) ➤Last date of submitting clarifications requests by the bidder 22/05/2025 by 05:00 PM addressed to the procurement entity at PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan), Email: it.jda@rajasthan.gov.in
Applying Bid and making Online Payment on JDA	<ul style="list-style-type: none"> ➤Start Date: 16/05/2025 at 05:00 PM onwards ➤End Date: 06/06/2025 at 05:00 PM

portal*	➤In case EMD in form BG Original Bank Guarantee is to be submitted in Room No. PB-SF-201 of Parking Building, Jaipur Development Authority till 09/06/2025 03:00 PM.
Bid Submission on e-Procurement Portal of GOR**	➤Start Date: 16/05/2025 at 05:00 PM onwards ➤End Date: 09/06/2025 at 03:00 PM
Date/ Time/ Place of Technical Bid Opening	➤09/06/2025 at 04:00 PM ➤PB-SF-201, Room No. 201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Date/ Time/ Place of Financial Bid Opening	➤Will be intimated later to the Technically qualified bidders
Bid Validity	➤120 days from the bid submission deadline
<p>A. *Process for Tender Participation & Depositing Payment on ‘Online Tender Participation’ Portal of JDA</p> <p>1. Participate in tender</p> <p>a) Bidder can access ‘Online Tender Participation’ Portal of JDA at https://jda.rajasthan.gov.in or by Single-Sign-On at https://sso.rajasthan.gov.in/.</p> <p>b) Create user Login with a valid mobile number to register yourself for various Online Services of JDA.</p> <p>c) Select ‘Proceed as Citizen’ and then ‘Proceed for Subscription’ for ‘Tender Online Payment’. The prevailing plan for getting registered for tendering process of JDA is Rs. 500.00 with the validity period of 3 Years (renewable).</p> <p>d) After successful payment, re-login and upload required documents for KYC (Know Your Client) compliance as per the type of entity viz. Individuals/ Company/ Partnership Firms/ Trusts & foundations. Besides, Bank Passbook / Cancelled Cheque consisting of Bank Account, IFSC Code is mandatory to be uploaded, to refund the bid security of unsuccessful bidder.</p> <p>e) After receiving the payment successfully and approving KYC documents the bidder will be authenticated by JDA for taking part in Tender.</p> <p>2. Deposit Tender Fee, RISL processing fee and Bid Security (EMD)</p> <ul style="list-style-type: none"> • Option-1: Payment Gateway (Aggregator) The facility to make payment through Debit Card, Credit Card, Net banking etc., will be available. User can use this facility from anywhere any time till the closing date & time of bid participation. • Option-2: Electronic Fund Transfer (EFT: NEFT/RTGS) If the bidder selects payment mode as EFT (NEFT/RTGS), “Paying Slip for EFT (NEFT/RTGS)” will be generated by the system for the complete amount. The payment can be made from any Bank any Branch using this Paying Slip through NEFT/RTGS (Claim against payment made through EFT in any other JDA bank account will not be acceptable and bidder stands disqualified from participation in the bid applied for). After successful transaction through NEFT/RTGS, as per the standard procedures it may take 4 to 24 hours in process of confirmation of EFT through Auto-Process depending on the time of EFT done. Therefore, option to make payment through EFT (NEFT/RTGS) will be available till 48 hours prior to closing date of bid participation. <p>3. Deposit Bid Security (EMD) The Bid Security (EMD) can be submitted through Bank Guarantee (BG). Bidder may opt Bank Guarantee (BG) against Bid Security (EMD), for which bidder requires to prepare BG before</p>	

applying in the tender. The detail of BG requires to be fed on 'Online Tender Participation' Portal of JDA before paying balance amount (Tender Fee + RISL Processing Fee). This balance amount will be paid through Payment Gateway only, option to make balance payment through EFT (RTGS/NEFT) will not be available.

4. Obtain Bid Participation Receipt

After confirming payment, the bidder will get Bid Participation Receipt based on which user will get the payment details along with other details for bidding on e-Procurement portal of GOR.

- In case of BG as the remaining payment will be done through Payment Gateway, on successful transaction the 'Bid Participation Receipt' will be generated on real time basis.
- In case complete payment is done through Payment Gateway, on successful transaction the 'Bid Participation Receipt' will be generated on real time basis.
- In case complete payment is done through EFT (NEFT/RTGS), on confirmation of payment from ICICI Bank (Auto Process) 'Bid Participation Receipt' will be available on Login of Bidder on JDA portal.

B. **Bid Submission on 'e-Procurement Portal' of Government of Rajasthan

1. Online e-Bid can be submitted after registration at e-Procurement Portal of Government of Rajasthan www.eproc.rajasthan.gov.in
2. It is mandatory to upload Bid Participation Receipt with the bid submission.
3. Details of online payment available on Tender Participation Portal of JDA have to be filled in 'offline payment' section of e-Procurement portal.

Note:

1. Bidder (authorised signatory) shall submit their offer on-line in electronic formats both for technical and financial proposal.
2. In case, any of the bidders fails to pay the Tender Fee, BSD, and RISL Processing Fee, online (subject to confirmation), its Bid shall not be accepted.
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. JDA will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well advance in time so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
5. Bidders are also advised to refer "Bidders Manual Kit" available at eProc website for further details about the e-Tendering process.
6. Training for the bidders on the usage of e-Tendering System (eProcurement) is also being arranged by DoIT&C, GoR on a regular basis. Bidders interested in training may contact e-Procurement Cell, DoIT&C for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days) e-mail: eproc@rajasthan.gov.in
Address: e-Procurement Cell, JDA, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
7. The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
8. 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.

9. Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidders to verify such information) and the information provided therein are intended only to help the bidders to prepare a logical bid-proposal.
10. The provisions of RTPPA Act 2012 and Rules 2013 thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document, the Provision of RTPP Act 2012 and Rules 2013 shall prevail.

Abbreviations & Definitions

JDA	Jaipur Development Authority
GOR	Government of Rajasthan
Act	The Rajasthan Transparency in Public Procurement Act, 2012 and Rules 2013, Government of Rajasthan, Rajasthan
Procurement/ Public Procurement	The acquisition by purchase, lease, license or otherwise of works, goods or services, including award of Public Private Partnership projects, by a procuring entity whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration, and “procure” or “procured” shall be construed accordingly
Procuring Entity /Purchaser/ Tendering Authority/ Buyer	Person or entity that is a recipient of a good or service provided by a Bidder / Supplier/Seller under a purchase order or contract of sale.
Bidder / Supplier/Seller	A company registered under Indian Companies Act, 1956 or a partnership firm registered under Partnership Act or a proprietorship firm.
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
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.
Bid/ E-Bid	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 Deposit	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. Also called as BSD.
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 mention in the Work Order
AoC	Award of Contract
AoS	Award of Service
BoS/ BoQ	Bill of Service/Bill of Quantity
BG	Bank Guarantee
Day	A calendar day as per GoR/ Gol.
INR	Indian Rupee
ITB	Instruction to Bidders
JDA	Jaipur Development Authority
LD	Liquidated Damages

MAF	Manufacturer's Authorization Certificate
MSME	Micro, Small & Medium Enterprise of Rajasthan
NIB	Notice Inviting Bid
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PC	Procurement/ Purchase Committee
PQ	Pre-Qualification
PSD/ SD	Performance Security Deposit/ Security Deposit
RISL	RajCOMP Information Services Ltd.
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.
WO/ PO	Work Order/ Purchase Order
GST	Goods and Services Tax
COTS	"Commercial off the Shelf Software" is software application which is readily deployable with or without customization to suit the customer's specific process requirements and does not involve developing the application from scratch. COTS software shall be implementable or deployable and maintainable by any vendor other than the manufacturer or agency developed the COTS software.

Section 1: Project Profile & Background Information

The Jaipur Development Authority was established in the year 1982. Jaipur Development Authority was created by the State government of Rajasthan with a vision to combat and manoeuvre the growing requirements of a large city in wake of the increasing population and to help give Jaipur a planned look compatible and comparable to any metropolitan city of repute. For this motive J.D.A. was given powers and a green signal to speed up the development and progressive growth of the entire city.

JDA has been working towards time bound constructions, creation and development of the present-day Jaipur based on major scientific and hi-tech strategies. According to the promises and commitments of the Rajasthan Government, JDA is continuously proving itself as the pioneer of development, creating a state-of-the-art city of substance. As the Jaipur Development Authority has a major role in the development of the Jaipur City, it works in the public realm and hence invites a great deal of public dealings. As an authority they must deal with issues of land, public grievances, notifications, information, tendering, records, and a whole ambit of development issues.

The initiative of the e-governance projects the major work area is being rendered through IT based solutions. Many activities are now performed through IT support solutions. It has now become necessary to establish and deploy IT based infrastructure and professional manpower who can handle these projects. To maintain these applications and develop upcoming new application software IT professionals with proper qualification and experiences are required.

The Project Monitoring Information System (PMIS) which was conceived in Year 2010 is a web-based system for User Management, Approval and Sanctions, Budget and Estimate Management, Billing and Accounting, Project Management, Tender Management, Quality Control, MIS etc., for Engineering Works.

The project was conceived for capacity building in the areas for;

- Better office administration through development of Management Information System and Computerization of activities related to engineering works of JDA.
- Efficient accounting by incorporating Accounting System with PMIS.
- Establishing information flow system between engineering Zones and other offices.
- Improved workflow management by imparting information through Web Site, SMS and other value-added services.
- Capacity Building of JDA personnel by training them in operating and maintaining PMIS.

Section 2: Pre-Qualification / Eligibility Criteria

The following criteria must strictly be fulfilled by the Bidder. The Bidder must submit documentary evidence in support of their claim for fulfilling the criteria. The bids received without the documentary evidence will be rejected out rightly. The condition from 1 to 9 mentioned below are mandatory to qualify technical bid, noncompliance of any condition shall lead to disqualification in Technical Bid.

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Bidder Entity	Joint ventures or Consortiums are NOT allowed to bid or meet the eligibility criterion. Bidder should bid on its own strength and meet all eligibility criteria.	The Bidder is required to furnish a self-declaration on letter head.
2.	Legal Entity	The Bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement. (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the Bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act, 1932. OR A Limited Liability Partnership (LLP) firm registered under Limited Liability Partnership Act, 2008. OR A company registered under The Companies Act, 2013	Certified copy of the Certificates of Incorporation for companies issued by the Registrar of Companies and Memorandum & Articles of Association OR Certified copy of the Registration
3.	Turnover	The Bidder should have average turnover of Rs. 160.00 Lakhs in last three financial years i.e. 2022-2023, 2023-2024 & 2024-2025(provisional).	Certificate from the Chartered Accountant or audited Profit & Loss account statement.
4.	Financial Net Worth	The net worth of the Bidder (as per the last published audited balance sheet (F.Y. 2023-2024), should be 'Positive'.	CA certificate with CA's registration number & seal.

5.	Financial Profitability	The profitability of the Bidder for every year for last Three preceding financial years should be Positive.	CA certificate with CA's registration number & seal.
6.	Work Experience	<p>(The bidder must have completed at least one Works Management/ Project Management Software, for Engineering Works or ERP Software having Works Management/ Project Management module. for any Central/ State/ UT Government (Ministry/ Department/ PSU/ Autonomous Body/ Undertaking / Entity /Joint Venture) in India during last seven Financial Years.</p> <p>The value of such project shall not be less than Rs 2 Crores.)</p> <p>Or</p> <p>(The bidder must have completed at least 2 Works Management/ Project Management Software, for Engineering Works or ERP Software having Works Management/ Project Management module. for any Central/ State/ UT Government (Ministry/ Department/ PSU/ Autonomous Body/ Undertaking / Entity /Joint Venture) in India during last seven Financial Years.</p> <p>The value of each project shall not be less than 1 Crore)</p>	<p>1. Work Order/ Purchase Order or Agreement/ Start of services issued by precuring entity indicating value of contract.</p> <p>2. The completeness / truthfulness of the work experience posted by the participants; it would be appropriate to take work completion certificate issued by Procurement Entity.</p>
7.	Technical Capability	<p>Application software (new or in continuation) where at least five of the following modules* are implemented/ maintained:</p> <ol style="list-style-type: none"> 1. User Management 2. Project Approvals 3. Technical and Administrative Sanctions. 4. Budget Management. 5. Estimate Management. 6. Tender Management. 7. Project Management, Planning, Scheduling, Monitoring and Control. 8. Billing and Accounts Management 9. Contractor Registration & Management. 	<p>Purchase Order or Agreement/ Start of services document issued by precuring entity indicating value of contract /Work completion certificate /Go Live certificate /UAT certificate issued by precuring entity.</p>

		<p>10. Work Mapping & E-Measurement using GIS platform.</p> <p>11. Integration with Mobile App.</p> <p>12. E-billing Management.</p> <p>13. Contract Management.</p> <p>14. Bank Guarantee (BG)/ Contractor Deposit / PSD Management.</p> <p>15. Data Mining and Business Intelligence/ Analytics.</p> <p>*The name of module may differ, but the functionality should meet out the requirement.</p> <p>Bidder can refer more than one project of any Central/ State/ UT Government (Ministry/ Department/ PSU/ Autonomous Body/ Undertaking / Entity /Joint Venture) in India during last seven Financial Years, to meet the requirement.</p>	
8.	Certification	<p>The bidder must have valid certifications as below:</p> <p>1. SEI-CMMI-3 or higher</p>	<p>The Bidder is required to furnish the copy of valid certifications.</p> <p>CMMI Certificate should be certified by SEI-CMMI institute and also company should be listed on CMMI Pars portal i.e. https://cmmiinstitute.com/</p>
9.	Tax registration	<p>The Bidder should have a registered number of</p> <p>a. GST</p> <p>b. PAN Number</p>	<p>1. Copies of relevant(s) Certificates of Registration.</p> <p>2. Updated copies of GSTR-1 and GSTR-3B are to be attached by participants.</p>

Section 3: Scope of Work

1. Project Monitoring Information System (PMIS) Application Software for Engineering Works

JDA intends to enter in a contract for Maintenance and Development of Project Monitoring Information System (PMIS) Application Software for Engineering Works. The Project Monitoring Information System (PMIS) which was conceived in Year 2010 is a web-based application software for Engineering Works which is customised as per JDA’s requirement and currently deployed at JDA’s own infrastructure (hardware & software).

Existing Modules and their status in project are:

#	Module	Status
1	User Management	Implemented.
2	Approvals and Sanctions	Implemented.
3	Budget Management	Implemented but non-functional as it is linked with Billing Module / Expenditure
4	Estimate Management	Implemented.
5	Billing and Accounts Management	Implemented but not started completely.
6	Project Management	Implemented but not in use as linked with all other modules
7	Tender Management	Implemented. Bypassed due to bidding on e-Proc, GoR
8	Quality Control	Implemented but not started.
9	Management Information System	Implemented. (May be generated as per requirement)
10	Data Mining and Business Intelligence	Will be effective only after operational of all modules.

The development of Project Monitoring Information System (PMIS) was procured as a product which was further developed and customized as per the requirement of Engineering Wing (JDA) by the firm.

The proposal was invited to select a bidder who would take ownership of the product, provide manpower with specific skill sets for new development, customization, integration as required, and offer technical support to PMIS users.

During the development and delivery of PMIS, stakeholders identified the need for new modules. Over time, it has become essential to upgrade the system with the latest technology, integrate new tools, enhance the user interface, and improve the data management and analytics platform.

2. Scope of Work

The scope of the project includes deploying IT professionals to maintain the existing modules and providing additional manpower as needed for revamp of existing PMIS system available at JDA, development of ready to use with customisable new tools and modules for technological advancements, and the creation of new modules as per JDA’s requirement for 2 Years.

The customized source code of the existing PMIS software along with proprietary components has been available with JDA.

Bidder have to maintain code which has been made available to JDA by existing firm as propriety product code till go live of revamped version of PMIS. The database of the PMIS software is available with JDA.

The application is built on Microsoft Dot Net technology and MS-SQL Server 2019.

The bidder shall be responsible for providing end-to-end paperless processing functionality in all existing and new modules of the software application.

Scope is divided in 2 parts (Both parts will be initiated along with workorder allocation) as below-

1	Part 1	Deployment of technical manpower for integration with other services, revamping of existing PMIS application as per technology advancement and development of new modules, for 2 Year.
2	Part 2	Deployment of technical manpower for Operation, Maintenance and Support of existing PMIS application software till go live part 1, Thereafter Operation, Maintenance and Support of revamped PMIS application software, for 2 years.

I. Part-1: Deployment of technical manpower for integration with other services, revamping of existing PMIS application as per technology advancement and development of new modules, for 2 Year.

1. The selected bidder shall Study, Design, Develop, Test, Implement and Maintain (for 2 years from the Date of Go-Live of technologically enhanced and revamped PMIS Application) the PMIS Application for JDA.
2. The scope of work for the Selected Bidder during the period of contract/ engagement would include (but not limited to): -
 - a. System Requirement Specification
 - b. Development of PMIS Application
 - c. Integration with 3rd party Application and other e-gov. applications
 - d. Software Solution Testing
 - e. Deployment & Configuration of PMIS Application
 - f. Data Digitization and Migration

- g. User Acceptance Testing (UAT)
- h. Go-Live of Software Solution
- i. Training
- j. Operation & Maintenance (O&M)

3. System Requirement Specification (SRS)

1. The selected bidder shall be responsible for conducting detailed system study in coordination with all stakeholders for all modules and features (proposed to be developed in Part1 of RFP) of PMIS Application.
2. For each module & feature, bidder need to perform detailed system study & requirement analysis covering:
 - a. Capturing details of all requirements & features specified in Functional Requirement Specifications stated in the RFP and additional key requirements/ features (if any).
 - b. Understand existing processes, modules & feature, find the gaps in the existing process and suggest re-engineering of existing process (if required).
 - c. Assess existing application from the prospective of integration with PMIS application.
 - d. Understand / assess data migration & digitization requirement and define strategy to prepare the legacy data for the use of PMIS Application from existing PMIS application.
 - e. Understand / assess data inputs and outputs requirements
 - f. Understand / assess their IT readiness & Training requirements
 - g. Collecting all input forms, registers and reports formats (if any).

4. Development of PMIS Application

1. The Selected Bidder shall be responsible for Design, Development, Testing and Deployment of PMIS Application based on the approved SRS, Functional Requirement Specifications.
2. The proposed PMIS Application could be based upon one of the following: -
 - a. Bespoke development OR
 - b. Configuration / Customization of an existing application that may be either Commercial Off-the-shelf (COTS) product or that might have been developed for deployment in another similar requirement for some other client OR
 - c. Combination of (a) and (b) above adhering to the architecture requirements

Note: Bidder is advised to refer to Annexure-18 for further details on technology stack.
3. In case, COTS products are used in development, bidder shall:
 - a. Ensure that COTS base solution fulfils the system requirement as per proposed Solution Scope of Work.
 - b. Ensure the COTS solutions are meeting the best practices, technology standards and required security aspects.

- c. Ensure the COTS solutions are capable enough to supports the desired third-party applications integration as per the proposed solution architecture.
 - d. Ensure the COTS solutions are customizable as per the user requirements and system requirements etc.
4. The selected bidder shall conduct the independent testing (including Unit Testing, Functional Testing, Integration Testing, Security Testing, Performance Testing etc.) before deployment for developed Application at data centre.
5. In addition of existing modules, bidder need to incorporate & develop following modules & functionalities.
 - a. Identifying & listing service integration and new modules as per requirement of JDA, Prioritizing and preparing plan for go-live.
 - b. Building APIs for integration with or access by external systems/ software clients, along with complete API documentation.
 - c. Integration with external portal/application, Data Management and Analytics Platform.
 - d. Also provide workflow Management, Form management, Role mapping, ticket management, System health Management, AI chat bot.
 - e. For Alert enhancement PMIS should be integrate with WhatsApp, e-mail, mobile text message for provide real time update to citizen as well as government official.
 - f. Develop mobile applications to capture data, raise requests, monitor progress, and execute processes on different platforms.
 - g. Development of below preidentified modules (Not limited to.)
 - h. Engineering Domain:**
 - (i) Contractor Registration & Management.
 - (ii) Annual Rate Contract (ARC) Management.
 - (iii) Engineering Procurement and Construction (EPC) Management.
 - (iv) Project Planning, Scheduling, Monitoring and Control.
 - (v) New development/ Integration with Mobile App.
 - (vi) The Quality Control tests linked to payments including minimum requirement fulfilment confirmation.
 - (vii) Library of various codes & Office Orders
 - (viii) Dashboard and Reports for stockholders
 - i. Finance Domain:**
 - (i) E-billing Management Module -
E-Billing module shall link engineering services with billing, whereas Measurement Book (MB) shall be linked with billing module.
 - (ii) Contract Management -

Under this module penalty, extension, advances shall be monitored corresponding to Contract.

- (iii) Bank Guarantee (BG) Management
- (iv) Contractor Deposit / PSD Management
- (v) A&F Management -

This module shall monitor A&F and related contacts along with their status.

5. Integration with 3rd Party Application and other e-gov. applications

1. The selected bidder shall ensure that the developed PMIS software solution is meeting all system integration requirements with other applications of Government of Rajasthan / third-party applications as mentioned below but not limited to .
 - a. Aadhar
 - b. Integrated Financial Management System (IFMS)
 - c. RajKaj
 - d. Email Server
 - e. Rajasthan Sampark
 - f. Single Sign On (SSO)
 - g. Payment Gateways- integrated/ used by existing government applications (ICICI,Axis, HDFC Banks, SBI Group, Bill Desk, etc.)
 - h. e-Sanchar
2. The selected bidder shall provide all necessary support for migrating existing PMIS application modules to revamped PMIS application.

6. Software Solution Testing

1. The selected bidder shall conduct the independent testing (including Unit Testing, Functional Testing, Integration Testing, Security Testing, Performance Testing etc.) before deployment of revamped PMIS on Data Centre.
2. The selected bidder shall thoroughly test the performance of PMIS Application for proper load, as suggested by Purchaser.
3. The bidder shall prepare & share the testing documents (covering Test Strategy, Test Cases & Test results) and standards with the Purchaser and any designated third party auditor (TPA), wherever applicable/ required.

7. Deployment & Configuration of PMIS Application

4. The Selected Bidder shall deploy the PMIS Application developed in defined on RSDC– The Government of Rajasthan Data Center.
5. The Selected Bidder shall be responsible to coordinate with RSDC operator to host the Integrated RSDC Application at RSDC, Jaipur.
6. The Selected Bidder shall comply with the policies of RSDC.
7. The Selected Bidder, after deployment of PMIS Application, shall request for sign-off by Purchaser. Purchaser after complete testing of the software solution shall provide its recommendations for Go-ahead/ improvement. The selected bidder shall follow the improvement cycle till final sign-off by Purchaser.

8. Data Digitization and Migration

1. The Selected Bidder shall prepare a plan of action for smooth migration of data from existing database and application to new application and database.
2. The Selected Bidder shall ensure 100% accuracy in the migrated data. In case any correction is identified by Purchaser in the migrated data, the same shall be corrected by the Selected Bidder.
3. The Selected Bidder shall submit a MIS Report to designated authority of Purchaser indicating amount of data migrated.

9. User Acceptance Testing

1. The selected bidder shall assist the Purchaser & its designated authority in successful completion of User Acceptance Testing (UAT) of the developed modules & features of PMIS Application on the completion of the development work for each Module.
2. The Purchaser may appoint Third Party Agency (TPA) at its own cost to conduct the technical reviews and audits of development work performed by the Selected Bidder.
3. Purchaser & its designated authority/ TPA (if any) shall conduct functional, security & performance testing of the deployed PMIS Application for each Module as well as complete PMIS System. Purchaser would be free to conduct such testing at any stage in addition to testing being done by the Selected Bidder.
4. The selected bidder shall be responsible for:
 - a. Preparation and submission of Test Strategy, test cases and Test Results
 - b. Demonstration of module-wise functionalities/ features to Purchaser & its designated authority/ TPA (if any) after deploying the PMIS Application at RSDC for each Module.
 - c. Support to Purchaser & its designated authority/ TPA (if any) for conducting the testing, audits etc. and provide access of the systems as required by them.
 - d. Coordination with the cert-in vendor appointed by Purchaser and assist Purchaser in obtaining the safe-to-host certification (if applicable).
 - e. Rectification in the PMIS Application for any issues/ bugs/ improvements/ enhancements/ up-gradations suggested by Purchaser & its designated authority/ TPA (if any) during the UAT at No additional cost.
 - f. Removal of all vulnerabilities/ security threats identified during the testing done for safe-to-host/ UAT/ technical audit/ testing, etc. by Purchaser & its designated authority/ TPA (if any) at No additional cost.
 - g. Submit the report/ testing documents including details of defects/ bugs/ errors found and corrective actions taken.
5. The selected bidder shall obtain sign-off from the Purchaser on the UAT for each milestone of PMIS Application after successful implementation of all the changes/ recommendations received from Purchaser & its designated authority/ TPA (if any).

10. Go-Live of Software Solution

1. The Selected Bidder shall provide below mentioned documents for all modules & features covered in respective phase of application development.
 - a) Installation Manuals
 - b) User Manuals (Role wise)
 - c) Access Control Policy
 - d) Workflow diagram of all Modules
 - e) DB design document
 - f) Reference Documents of Used libraries, used COTS etc.
2. After the Go-live of Phase-I of PMIS software solution, the Selected Bidder will start providing O&M services as per the agreed SLA for PMIS Application developed as specified in this RFP.

11. Training

1. The selected bidder shall ensure a proper hands-on training to end-users so as to make them well conversant with all the functionalities, features and processes built in the PMIS Application.
2. To meet the training requirement for successful implementation of project, the bidder shall perform following activities (But not limited to) in consultation with Purchaser:
 - a. Prepare a training plan and submit to respective stakeholders.
 - b. Design the Training session with sufficient training duration for meaningful assimilation of training content by an average user.
 - c. Provide a training material (role base) and the language of training material shall be in Hindi and English. The Selected bidder shall ensure that all the training documentation in Hardcopy and Softcopy is to be provided to all participants (user training, operation procedures, visual help-kit etc.).
 - d. Propose different training modules for different user profiles at appropriate timelines as modules go live in production.
 - e. Conduct the training to the designated staff and technical team.
3. The requisite training infrastructure like training space, computers, projector with screen, and connectivity to Server shall be provided by Purchaser.
4. The Selected bidder shall submit details of each training session including Attendance Record (in Hard Copy).

12. New Development and Enhancement

1. The selected bidder shall be responsible for the overall administration, day to day operations, monitoring, maintenance, MIS generation, backup, recovery, etc. of the deployed PMIS Application & the related Database and ensure the desired uptime. The operation and maintenance of the PMIS Application include (but not limited to):

- a. Modification in Frontend Application & User Interface
- b. Changes in Business Process and Business Rules
- c. Updating Database related queries
- d. Customization of the report format
- e. Rectification Defect/ Bug Fixing reported by Purchaser
- f. Implementing the new functionality which got highlighted either as learning from a bug or while examine particular Scenario (if required)
- g. Integration with other applications (if required)
- h. Content management (content collection, translation, conversion, upload)
- i. Maintain version control and archives of source code, SRS & associated technical docs and database
- j. Implementation support/ assistant (as and when needed for deploy and configure the application at other locations):
- k. Onsite support for Database Management
- l. Offsite support for updating definitions/ patches/ updates/ service packs management of software (newly developed application, COTS Solutions, Any third party tools/ middle ware Software) on end-user access device platform & ensure the timely readiness on following aspect:
- m. Online Help with a provision to download definitions/ patches/ updates/ service packs & user guide for their installation as per different types of end-user access device platform.
- n. Provide training to the team designated by Purchaser which will provide Onsite support at identified offices across Rajasthan.
- o. Providing Help desk support with Escalation matrix for registration of complaints & resolution.
- p. Closely Monitoring of the deployed network bandwidth/ links at RSDC used PMIS Application so as to ensure the desired uptime. In case of downtime/ link failure, reporting immediately the same to the designated officer of Purchaser and assist them in coordinating with RSDC, Bandwidth Service Provider & other stakeholders in tracking until the link is restored and services are operational as required.

13. Performance Monitoring & Enhancement

- a. The selected bidder shall carry out the performance testing activity (load/ stress/ volume testing) on half-yearly basis or as per the requirement of Purchaser to ensure that the application meets the required speed, scalability and stability requirements under the expected workloads and provide its recommendations for improvement (if any). The selected bidder, based on the acceptance of the recommendations by Purchaser, 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
- b. Purchaser may arrange for the security audits of the application through a third party agency on timely basis. Based on the findings of security audits, the selected bidder will have to bring in the necessary changes in the application to ensure the compliance of the security of the application. These changes would have to be conducted by the selected bidder at no extra cost to Purchaser. After making such changes, Selected Bidder shall have to submit an undertaking stating compliance to the report.

14. Operations & Maintenance Reports

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

Operations & Maintenance Reports				
S. No.	Activity	Deliverable	Frequency	Time Frame
1	Deployment of Manpower	Attendance Report of Onsite team deployed for PMIS project duly approved by designated authority	Quarterly	Within 1 Week of end of each Quarter
2	New Development and Enhancement/ up-gradation/ modification in the PMIS Application	Development/ Enhancement/ up- gradation/ modification reports along with updated design documents & user manuals	Quarterly	Within 1 Week of end of each Quarter
3	Managed Services during Support and Maintenance	<ul style="list-style-type: none"> • Testing reports Uptime report from EMS indicating uptime and downtime of PMIS	Quarterly	Within 1 Week of end of each Quarter

	Period	<ul style="list-style-type: none">• Issue Tracker & Log reports of help desk, Call resolved, unresolved and escalated issues.• Consolidated Report on Calls Logged, Resolved and Escalated.	Quarterly	Within 1 Week of end of each Quarter
--	--------	--	-----------	--------------------------------------

- II. Part-2:** Deployment of technical manpower for Operation, Maintenance and Support of existing PMIS application software till go live of part 1, Thereafter Operation, Maintenance and Support of revamped PMIS application software, for 2 years.

The bidder shall provide Operation, Maintenance and Support services for existing PMIS Application software till go live of part 1, Thereafter Operation, Maintenance and Support of revamped PMIS application software.

1. The Selected Bidder is expected to complete understanding the existing PMIS within 45 days from work order and will ready to do customization in existing PMIS system.
 2. Incorporate system security as per the present norms and make Safe-To-Host.
 3. Incorporate additional modules in the existing PMIS software.
 4. Modification in existing modules due to new workflows or new software features.
 5. Requirements for new integration / interfacing of existing PMIS software required due to
 - a) Update core system software.
 - b) Addition of 3rd party software.
 - c) Compatible with new Operating System.
 6. Purchase of all third-party tools/ software components/ platforms required to run the application software, with license & support in the name of JDA, to be procured by bidder at their own cost. Valid for entire project duration.
 7. Addition of new MIS, Dynamic Dashboard, Reports
 8. Execute Data migration related activities with providing facility to capture legacy data like DPRs project, road history etc.
 9. Adding new user category / types / roles.
 10. Changing / adding new User Interface language (other than English) in existing UI.
 11. Dashboard and Reports for stockholders.
 12. Successful bidder makes sure to take backup in every 6 months for complete source code at JDA authorized server or system.
- III.** The bidder shall manage complete operations maintenance and support of the developed application and ensure that developed application should be free of bugs and errors, operate smoothly, and incorporate necessary changes in functionality as approved by JDA. It must be ensured that all modules remain fully functional throughout the project period .
- Broad activities would include: -
- A. The bidder shall provide the minimum dedicated manpower onsite at JDA as mentioned in the Annexure 16 for day-to-day operations and maintenance of the overall project.
 - B. The bidder, with the help of the deployed manpower, shall be responsible for: -
 - 1) 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.
 - 2) 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, changes to the application software, reply to the queries/ feedback/ suggestions/ complaints from all the stakeholders.
- IV.** The successful bidder shall provide the complete source code (for Part1 & Part2) with version control and an archiving facility for the database and PMIS, as strict version control is essential for legal accountability and disaster recovery. Detailed documentation shall also be provided to JDA.

- V. The bidder may deploy, as and when required, resources from ‘Part-1’ to ‘Part-2’, for completion of work for ‘Part-2’. However, this should not affect work of ‘Part-1’, in any circumstances.
- VI. Successful bidder shall submit Monthly Progress Report(MPR) of resources along with project status report to System Analyst ,JDA.
- VII. **Minimum resource deployment**
The bidder shall provide the minimum dedicated manpower onsite at JDA as mentioned in the Annexure 15

VIII. **Project Deliverables, Milestones & Time Schedule:**

Deliverable and Time Schedule Part-1				
S. No.	Scope of Work (I)	Activity/ Milestones	Deliverables	Delivery Schedule (in days)
		(II)	(III)	(IV)
Signing of Agreement between JDA and the selected bidder: T				
1.	Preparation of SRS for PMIS Enhancement	SRS Preparation	SRS for PMIS	T+20
			Approval of SRS by JDA	T+30
2	Software Development, Testing, Deployment, UAT & Go-live of all modules and features planned in SRS.	Revamping of PMIS application containing all existing modules and functionality	• Software Design & Architecture Document	T+180
			• Database Design Document	
			• Software Solution Acceptance by JDA	
3		Development of new modules & Enhancements as identified in SRS .	• Software Design & Architecture Document	
			• Database Design Document	
			• Software Solution Acceptance by JDA	
4.		Data migration form exiting PMIS to revamped PMIS application.	• Data migration plan	
			• System Acceptance by JDA	
5		UAT	• Safe-to-host certificate	
			• Testing report including Test Results	
		• UAT Test cases		
6	Go Live of complete PMIS system & Training	• Certificate for Go-live of PMIS by JDA		
		• Technical & Role wise- User manuals		
		• Attendance & Training reports		

			<ul style="list-style-type: none"> • Configuration & Deployment document of PMIS with source code in two sets of DVDs along with source code and/or license of third-party API/any other software used 	
			<ul style="list-style-type: none"> • Certificate for Go-live of PMIS by JDA 	
			<ul style="list-style-type: none"> • Technical & Role wise- User manuals 	
			<ul style="list-style-type: none"> • Attendance & Training reports 	
			<ul style="list-style-type: none"> • Workflow diagram of all Modules • DB design document • Reference Documents of Used libraries, used COTS etc. 	
7.	Enhancement, Operations & Maintenance support of PMIS (O&M)	<ul style="list-style-type: none"> • Deployment of Manpower • New Enhancement in the PMIS application • Managed Services during Operations and Maintenance Period • Operations & Maintenance support of PMIS (O&M) 	<ul style="list-style-type: none"> • Copy of Attendance Register verified by Officer In-charge (monthly) • Software development enhancement/ up-gradation/ modification reports (monthly) • MPR(Monthly Progress Report) verified by Officer In-charge • Consolidated Report on Calls Logged, Resolved and Escalated (monthly) • Updated User Manual of the application software (quarterly) • Updated Application software with source code along with source code and/ or license of third party API/ any other software used (quarterly) 	T+180 onwards; for 2 years

Remark: The above-mentioned delivery schedule shall be applicable subject to fulfilment of obligations by JDA for respective milestone, wherever applicable. In case of delay in action taken by JDA, same number of days would be added in the delivery period.

Deliverable and Time Schedule Part-2			
Scope of Work (I)	Activity/ Milestones (II)	Deliverables (III)	Delivery Schedule (in days) (IV)
Signing of Agreement between JDA and the selected bidder: T			
Operations & Maintenance (O&M) of existing PMIS till go live of part 1, Thereafter Operation, Maintenance and Support of revamped PMIS application software, for 2 years.	<ul style="list-style-type: none"> • Deployment of Manpower • Operations & Maintenance support of PMIS (O&M) 	<ul style="list-style-type: none"> • Copy of Attendance Register verified by Officer In-charge (monthly) • Software development enhancement/ up-gradation/ modification reports (monthly) • MPR(Monthly Progress Report) verified by Officer In-charge • Consolidated Report on Calls Logged, Resolved and Escalated (monthly) • Updated User Manual of the application software (quarterly) • Updated Application software with source code along with source code and/ or license of third party API/ any other software used (quarterly) 	T+ 15 days onwards for 2 Years

3. Service Level Agreement

- SLA Objectives:** BIDDER is required to provide professional manpower as mentioned in BoM/BoQ.
- Purpose & Duration of SLA:** The SLA purpose is to enforce a contract between the selected bidder and the Purchaser. The successful bidder has to comply with the SLAs to ensure adherence to project timelines, quality and availability of services.

For purpose of this Service Level Requirement, the following terms shall have the meanings set forth below:

- **"Uptime"** shall mean the time period for which the specified services/ components with specified technical and service standards are available to the State and user Departments. Uptime, in percentage, of any component (Non-IT & IT) can be calculated as:

$$\text{Uptime} = \{1 - [(\text{Downtime}) / (\text{Total Time} - \text{Maintenance Time})]\} * 100$$
- **"Downtime"** shall mean the time period for which the specified services / components with specified technical and service standards are not available to the State and the user Departments. It excludes the scheduled outages planned in advance.
- **"Incident"** refers to any events / abnormalities in the functioning of the Application that may lead to disruption in normal operations.
- **"Helpdesk Support"** shall mean the team which shall handle Fault Reporting, Trouble Ticketing and related enquiries during this Contract.
- **"Response Time"** shall mean the time interval between the time the incident is reported to the Helpdesk and the time an engineer is assigned to the call.
- **"Resolution Time"** shall mean the time taken in resolving (diagnosing, troubleshooting and fixing) or escalating (to the second level, getting the confirmatory details about the same and conveying the same to the end user), the services related troubles during the first level

escalation. The resolution time shall vary based on the severity of the incident reported at the Helpdesk. The severity would be as follows:

- ✓ **Critical:** Incidents which impact the overall solution like outage of PMIS and which has a high impact on service delivery to respective section. No workaround is available. Any incident which is affecting a majority of users (over 80% of users).
- ✓ **Medium:** Incidents which impact a limited number of users. The main application at SDC is available but the productivity of a limited number of users is getting affected. For e.g. the application is up and running but certain users are unable to login/access/submit request/process requests etc. Incidents whose resolution requires replacement of hardware or software parts, requiring significant interruption in working of that individual component. Acceptable work around is available. For example, installation of operating system, patches etc.
- ✓ **Low:** Incidents whose resolution shall require changes in configuration of hardware or software, which will not significantly interrupt working of that component. Incidents like functionality enhancement and/or support for modifications or maintenance of source code, application version enhancement etc.

c) **Service Window:** PMIS shall be available 24*7.

d) **Dependencies:** The dependencies on the performance of services beyond the control of either party and where default is due to reasons beyond the control of the selected bidder or due to reasons attributable to JDA or third parties, the selected bidder would not be penalized.

e) **Monitoring & Evaluation:** The selected bidder shall provide and make use of following system for monitoring and evaluation:

SLA Monitoring		
S. No.	Service Level	Monitoring System
1	Downtime of PMIS	Through reports provided by RSDC/JDA-DC
2	Non-Availability of Manpower	Attendance Register at project location

f) **Review Committee and Review Mechanism:** The designated review committee/ members, on a quarterly basis, shall review and discuss the services delivery and performance standard compliance of the selected bidder. The review would include but not be limited to:

- i. Service provided during the review period
- ii. Major incidents during the review period
- iii. Problems that remains outstanding
- iv. Review of Change requests/Variation and progress for enhancements
- v. Future events or business developments that will affect the Service
- vi. Review any potential changes required to the SLA
- vii. Agree items for submission to the executive decision making
- viii. Review schedules for Services provided.

g) **Penalty Clauses:** If the selected bidder fails to deliver the required services due to reasons attributable to him like non-accessibility of the web portal/ application, non-availability/attrition of the technical personnel/ operational manpower, etc. the cumulative penalty, as applicable, would be imposed as mentioned below while processing the payment for respective milestone/quarter.

i. **Penalty for Downtime:**

Penalty for Downtime			
Sr. No	Measurement Parameter	Downtime in a Quarter	Penalty
1	Number of hours the PMIS is non-functional/ non-accessible/ non-available/ non-responsive in each case of outage	0-2 Hours	No Penalty
2		2-4 Hours	2 % of applicable quarterly payment
3		4-8 Hours	5 % of applicable

			quarterly payment
4		8-12 Hours	10 % of applicable quarterly payment
5		12-24 Hours	15 % of applicable quarterly payment
6		24-48 Hours	20 % of applicable quarterly payment
7		>48 Hours	No payment for the quarter

The penalty shall be calculated above the permissible downtime hours (0-2 hrs and downtime for maintenance or other reasons as approved by JDA).

- ii. **Penalty for delay in response/ resolution time:** for incidents like defect/ bug fixing, minor changes in the software, content updation etc.:

Penalty for delay in response/ resolution time				
S. No.	Type of Incident	Response Time	Resolution Time SLR	Penalty for delay in resolution time
1	Critical	15 minutes from call logged	<= 2 Hours	Rs 1000 per incident per hour delay
2	Medium	30 minutes from call logged	<=1 Day from the time of incident logged at the Helpdesk	Rs 500 per incident per day
3	Low	45 minutes from call logged	<=2 Days from time of response logged	Rs 200 per incident per day

Note: Government holidays may be considered

- iii. **Penalty for non-availability of deployed resources/ manpower:** A maximum of 18 leaves per year (4.5 per quarter on prorated basis) shall be allowed for resource-deployed onsite at JDA Office. In case resource needs to take off/ leave from the duty, he has to take due approval from JDA authorities. In case total number of leaves exceed the maximum allowed leaves, penalty as mentioned below shall be levied:

Penalty for non-availability of deployed manpower		
S. No.	Resource Type	Penalty
1	Project Manager	Rs 4000 /- per day of absence.
2	Full Stack Developer	Rs 3000 /- per day of absence.
3	Application Support Professional	Rs 1000 /- per day per absent resource. At least one resource is required to be present, else penalty of Rs 500/- per day shall be levied on all absent developers.
4	Software Architect	Rs 5000 /- per day per absent resource.
5	Full Stack Lead Developer	Rs 4000 /- per day per absent resource. At least one resource is required to be present, else penalty of Rs 2000/- per day shall be levied on all absent developers.
6	Business Process Analyst	Rs 3500 /- per day of absence.

In case of non-availability of more than 4 resources in a day deployed for 5 days in a month, payment due for that quarter shall not be made. Additionally, penalties as mentioned above for non-availability of resources (as applicable) shall be levied.

- h) **Penalty for attrition of key resources:** The service provider shall make sure that the key personnel involved in the development, operation and maintenance of the software solution are designated to the project for the entire project duration. In case, any key person listed below leaves the project without one month's notice and approval from JDA, the following penalties shall be applicable:

Penalty for attrition of key resources		
S.No.	Resource Type	Penalty

1	Project Manager	Rs 60,000/- on second change and thereafter on every change.
2	Full Stack Developer	Rs 45,000/- on second change and thereafter on every change.
3	Application Support Professional	Rs 15,000/- on second change and thereafter on every change.
4	Software Architect	Rs 75,000/- on second change and thereafter on every change.
5	Full Stack Lead Developer	Rs 60,000/- on second change and thereafter on every change.
6	Business Process Analyst	Rs 52,500/- on second change and thereafter on every change.

However, for any resource replacement, if the selected bidder provides a better resource in terms of profile and experience, the applicable penalty may be waived off at complete discretion of JDA.

- i) The review committee shall thoroughly examine the MPR of resources, in case of unsatisfactory performance payment due corresponding to referenced MPR shall not be made.
- j) The review committee shall thoroughly examine the case before calculation of penalty and reasons thereof. Delay in performance/ delivery of services for reasons non-accountable to the selected bidder or due to reasons beyond control, may be dealt with accordingly.

The maximum total penalty in any quarter (excluding penalty for downtime and non-availability of deployed manpower/resources/ personnel) shall not be more than 20% of the total amount due for the quarter. Imposition of penalties amounting to 20% of the quarterly contract value for a continuous period of 2 quarters shall be treated as non-performance and beyond which the tendering authority may initiate action as per RFP terms and condition for breach of SLA if not satisfied with the response given by the selected bidder for reasons thereof. The tendering authority may also forfeit the PSD and also debar the service provider from bidding (for all types and form of bids) for at least three years in JDA.

- k) **SLA Professional Manpower Requirements:** The Bidder shall provide the manpower with minimum qualification as mentioned in Annexure-17.

4. Exit Management

1. Preamble

- a) The word 'parties' include the procuring entity and the selected bidder.
- b) This Schedule sets out the provisions, which will apply on expiry or termination of the Project Implementation and Operations and Management of SLA.
- c) 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.
- d) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

2. Transfer of Assets

- a) The selected bidder may continue work on the assets for the duration of the exit management period which may be a six months period from the date of expiry or termination of the agreement, if required by JDA 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 (if any).

- b) The selected bidder, if not already done, will transfer all the Software Licenses under the name of the JDA as desired by the procuring entity during the exit management period.
- c) JDA 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 JDA or its nominated agencies with a complete and up-to-date list of the assets within 30 days of such notice.
- d) Upon service of a notice, as mentioned above, the following provisions shall apply: -
 - i. In the event, if the assets which to be transferred to JDA 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 JDA or its nominated agencies.
 - ii. All title of the assets to be transferred to JDA 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.
 - iii. 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 (if any) supplied by selected bidder to JDA.
 - iv. That the products and technology delivered to JDA 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 JDA. Supplied hardware (if any), software & documents etc., used by selected bidder for JDA shall be the legal properties of JDA.

3. Cooperation and Provision of Information during the exit management period

- a) The selected bidder will allow JDA 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 JDA or its nominated agencies to assess the existing services being delivered.
- b) 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. JDA 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 JDA or its nominated agencies and/ or any replacement operator to have reasonable access to its employees and facilities as reasonably required by JDA or its nominated agencies to understand the methods of delivery of the services employed by the selected bidder and to assist appropriate knowledge transfer.

4. Confidential Information, Security and Data

The selected bidder will promptly on the commencement of the exit management period supply to JDA or its nominated agencies the following:

- a) Documentation relating to Intellectual Property Rights;
- b) Project related data and confidential information;
- c) All current and updated data as is reasonably required for purposes of JDA or its nominated agencies transitioning the services to its replacement selected bidder in a readily available format nominated by JDA or its nominated agencies; and

- d) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable JDA or its nominated agencies, or its replacement operator to carry out due diligence in order to transition the provision of the services to JDA or its nominated agencies, or its replacement operator (as the case may be).
- e) Before the expiry of the exit management period, the selected bidder shall deliver to JDA 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.

5. Transfer of certain agreements

- a) 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 JDA or its nominated agencies, or its replacement operator.
- b) 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) JDA or its nominated agencies, and/ or any replacement operator in order to inventory the assets.

6. General Obligations of the selected bidder

- a) 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 JDA 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.
- b) The selected bidder shall commit adequate resources to comply with its obligations under this Exit Management Clause.

7. Exit Management Plan

- a) The selected bidder shall provide JDA 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.
- b) 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
- c) 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 JDA operations as a result of undertaking the transfer; and
- d) If applicable, proposed arrangements and Plans for provision of contingent support in terms of business continuance and hand holding during the transition period, to JDA or its nominated agencies, and Replacement Operator for a reasonable period, so that the services provided continue and do not come to a halt.
- e) 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.
- f) Each Exit Management Plan shall be presented by the selected bidder to and approved by JDA or its nominated agencies.
- g) 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.
- h) During the exit management period, the selected bidder shall use its best efforts to deliver the services.

- i) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Clause.
- j) It would be the responsibility of the selected bidder to support new operator during the transition period.

8. Training, hand-holding and knowledge transfer

- a) The selected bidder shall hold technical knowledge transfer sessions with designated technical team of JDA in the last 3 months of the project duration.
- b) The selected bidder shall hold operational hand-holding sessions on the PMIS Application with the designated officers/ staff members, so that JDA can continue with the PMIS Application even after SelectedBidder exits the project.

Section 4: Instruction to Bidder (ITB)

1. 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.
- b) Bidding documents purchased by Principal of a concern may be used by its sole authorised selling agents/ marketing agents/ distributors/ sub-distributors and authorised dealers or vice versa.

2. 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 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.

3. 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. Format and Signing of Bids

- a) Bidders must submit their bids online at e-Procurement portal i.e. <http://e-procurement.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
--------	----------------	-----------------

1.	All the documents mentioned in the "Eligibility Criteria", in support of the eligibility	As Per Annexure-2: Technical Bid Evaluation Check List (As per the format mentioned against the respective eligibility criteria clause).
----	--	--

e) Financial bid shall include the following documents: -

S. No.	Documents Type	Document Format
1.	Financial Bid	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.

5. 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.

6. Bid Security (EMD): 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 bank guarantee, in specified format as given in the bidding document, of a scheduled bank. The bid security must remain valid thirty 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 (EMD) deposited is forfeited.
- k) No interest shall be payable on the bid security (EMD).
- 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.

7. Deadline for the submission of Bids

- a) Bids shall be received online at e-Procurement portal and up to the time and date specified in the NIB.

8. 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.

9. Opening of Bids

- a) The Bids shall be opened by the Bid Opening 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, telephone number, corresponding bidder's 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 JDA).
- 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.

10. Selection Method: The selection method is Least Cost Based Selection (LCBS or L1).

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

12. 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

- a. 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.
- b. The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, etc., within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- c. The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria:

As a part of technical qualification process, the bidders shall be required to make a detailed presentation (as per schedule communicated by JDA after technical bid opening) about their understanding of PMIS Project, Solution Architecture & Execution Strategy, etc., in addition to minimum Technical Qualification criteria. The Tendering Authority will carry out a detailed evaluation of the bids as per Technical Qualification Criteria mentioned in this RFP on the basis of documentation enclosed in the bid & Presentations made by the prospective bidders.

Technical Qualification Criteria			
S. No.	Technical Evaluation criteria	Maximum marks	Supporting documents required
1.	Technical Presentation: <ul style="list-style-type: none"> • Understanding of the project requirement • PIMS Solution Architecture & Execution Strategy • Project Implementation Plan • Proposed plan to use emerging technologies, analytical tools, mobility, automation, UI etc. • Response to queries & Innovativeness in the work 	20	Copy of Technical Presentation
2.	Technical Presentation: <ul style="list-style-type: none"> • Demonstration of Experience in executing projects of similar nature related to PMIS subject matter. 	10	
	TOTAL	30	

Scoring shall be done by technical committee based on the technical proposal and presentation for the above mentioned Technical Qualification. Please note that technical presentation should be in-line with their technical proposal. In case of discrepancy the proposal may be rejected.

Marking for a given criteria may be given based upon sufficient proof towards said criteria or based on demonstration of the same in the presentation.

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.
- e) 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.
- f) 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.

13. 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 Opening 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) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) 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.

14. 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) 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.

15. 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.

16. Exclusion of Bids/ Disqualification

- a) A procuring entity shall exclude/ disqualify a Bid, if: -
 - a. the information submitted, concerning the qualifications of the bidder, was false or constituted a misrepresentation; or
 - b. the information submitted, concerning the qualifications of the bidder, was materially Inaccurate or incomplete; and
 - c. the bidder is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document;
 - d. the Bid materially departs from the requirements specified in the bidding document or it contains false information;
 - e. the bidder, submitting the Bid, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the procuring entity or other governmental authority a gratification in any form, or any other thing of value, so as to unduly influence the procurement process;
 - f. a bidder, in the opinion of the procuring entity, has a conflict of interest materially affecting

fair competition.

- b) A Bid shall be excluded / disqualified as soon as the cause for its exclusion/disqualification is discovered.
- c) Every decision of a procuring entity to exclude a Bid shall be for reasons to be recorded in writing and shall be: -
 - a. communicated to the concerned bidder in writing;
 - b. published on the State Public Procurement Portal, if applicable.

17. 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 procuring entity shall prepare a justification note with the concurrence of the accounts member of the committee for bid evaluation committee.
- 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.

18. 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 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 whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- f) Prior to the expiration of the period of bid validity, the procuring entity shall inform the successful bidder, in writing, that its Bid has been accepted.
- g) As soon as a Bid is accepted by the competent authority, its written intimation shall be sent to the concerned bidder by registered post or email and asked to execute an agreement in the

format given in the bidding documents on a non-judicial stamp of requisite value 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.

- h) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of 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 who's Bids could not be accepted shall be refunded soon after the contract with the successful bidder is signed and its performance security is obtained.

19. 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.

20. 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.

21. 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 as per RTPP Act-2012 and Rules-2013. 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, if it is provided in the bidding document, 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 proportionally increased. The limits of the repeat order shall be as RTPP Acts/Rules.

22. 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 (EMD);
 - d. Fixed Deposit Receipt (FDR) of a scheduled bank 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 as 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.

23. Execution of agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is despatched to the bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is despatched to the successful bidder.
- c) If the bidder, who's 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. 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.

24. Confidentiality

- a) Not with standing 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.

25. Cancellation of procurement process

- a) If any procurement process has been cancelled, it shall not be reopened but it shall not prevent

the procuring entity from initiating a new procurement process for the same subject matter of procurement, if required.

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

26. Code of Integrity for Bidders

- a) No person participating in a procurement process shall act in contravention of the code of integrity prescribed by the State Government.
- b) The code of integrity include provisions for: -
 - a. Prohibiting
 - i. any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - ii. any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - iii. any collusion, bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
 - iv. improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - v. any financial or business transactions between the bidder and any officer or employee of the procuring entity;
 - vi. any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - vii. any obstruction of any investigation or audit of a procurement process;
 - b. disclosure of conflict of interest;
 - c. disclosure by the bidder of any previous transgressions with any entity in India or any other country during the last three years or of any debarment by any other procuring entity.
- c) Without prejudice to the provisions below, in case of any breach of the code of integrity by a bidder or prospective bidder, as the case may be, the procuring entity may take appropriate measures including: -
 - a. exclusion of the bidder from the procurement process;
 - b. calling-off of pre-contract negotiations and forfeiture or encashment of bid security;
 - c. forfeiture or encashment of any other security or bond relating to the procurement;
 - d. recovery of payments made by the procuring entity along with interest thereon at bank rate;
 - e. cancellation of the relevant contract and recovery of compensation for loss incurred by the

procuring entity;

- f. debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

27. 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.

28. 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 RTPP Act and 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 subsection within the period specified in (b) 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 (b) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be: **First Appellate Authority:** Commissioner, Jaipur Development Authority, Jaipur.
Second Appellate Authority: Executive Committee, Jaipur Development Authority, Jaipur.

Filing an appeal

- f) Form of Appeal:
 - a. Every appeal under (a) and (c) above shall be as per Annexure available in NIB Document 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 Secretary, JDA.

- 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.

29. 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.

30. 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.

31. 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.

32. Debarment from Bidding

- a) A bidder shall be debarred by the State Government if he has been convicted of an offence
- a. under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - b. under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

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

33. 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.

Section 5: General Terms & Condition of Bid & Contract

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

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

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

2. **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.
3. **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.

4. 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. Eligible Goods 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) The OEM / Vendor of the quoted product must have its own registered spares depot in India having adequate inventory of the equipment being quoted for providing the necessary spares within next business day or maximum 30 hours.
- c) The OEM / Vendor of the quoted product should also have its direct representation in India in terms of registered office for at least past 3 years. The presence through any Distribution / System Integration partner agreement will not be accepted.
- d) Bidder must quote products in accordance with above clause "Eligible goods and related services".

6. Notices

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

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

8. Scope of Supply

- a) Subject to the provisions in the bidding document and contract, the goods 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 items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply and hardware that is likely to be declared as End of Sale in next 12 months and End of Service / Support for a period of 24 months from the last date of bid submission. OEMs are required to mention this in the MAF for all the quoted hardware. If any of the hardware is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware with the latest ones having equivalent or higher specifications without any

financial obligation to the purchaser.

9. Delivery

- a) Subject to the conditions of the contract, the delivery of the goods and completion of the related services shall be in accordance with the delivery and completion schedule specified in the bidding document. The details of supply / shipping and other documents to be furnished by the successful/ selected bidder are specified in the bidding document and / or contract.
- b) The contract for the supply can be repudiated at any time by the purchase officer, if the supplies are not made to his satisfaction after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- c) The Supplier/ Selected Bidder shall arrange to supply, install the ordered materials / system as per specifications within the specified delivery / completion period at offices / locations mentioned in the PO / WO.
- d) Shifting the place of delivery: The user will be free to shift the place of delivery 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.

10. Supplier's/ Selected Bidder's Responsibilities: The Supplier/ Selected Bidder shall supply all the goods and related services included in the scope of supply in accordance with the provisions of bidding document and / or contract.

11. Purchaser's Responsibilities

- a) Whenever the supply of goods and related 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.

12. 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.

13. Recoveries from Supplier/ Selected Bidder

- a) Recovery of liquidated damages, short supply, breakage, rejected articles shall be made ordinarily from bills.
- b) The Purchase Officer shall withhold amount to the extent of short supply, broken / damaged or for rejected articles unless these are replaced satisfactorily. In case of failure to withhold the amount, it shall be recovered from his dues and performance security deposit available with JDA.
- 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.

14. Taxes & Duties

- a) The income tax etc., if applicable, shall be deducted at source from the payment to the Supplier / Selected Bidder as per the law in force at the time of execution of contract.
- b) The entry tax, if applicable shall be deducted at source and deposited in the government Treasury in proper revenue receipt head of account.
- c) For goods supplied from outside India, the successful / selected bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- d) For goods supplied from within India, the successful / selected bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

- e) Revision in GST shall be on account of the tendering authority if it has been asked for separately in the financial bid and is not taken into account for the purpose of comparison of bids. If, however, they have not been asked for separately, any benefit or additional cost will be on account of the bidder. Revision of any other tax or duty shall be on account of the bidder.
- f) 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.

15. Copyright

- 1. The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Supplier/ Selected Bidder herein shall remain vested in the Purchaser or, if they are furnished to the Purchaser directly or through the Selected Bidder by any third party, including suppliers of materials/ software, the copyright in such materials/ software shall remain vested in such third party.
- 2. The source code, documentation and IPR will be the sole property of Purchaser for application developed or customization and enhancement made as part of this RFP. Also the same shall not be used elsewhere without the prior written consent of JDA.

16. 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: -
 - a. the Purchaser or Supplier / Selected Bidder need to share with JDA or other institutions participating in the Contract;
 - b. now or hereafter enters the public domain through no fault of that party;
 - c. 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
 - d. 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.

17. Sub-contracting

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

18. Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the tender form and wherever articles have been required according to ISI / ISO / other applicable specifications / certifications / standards, those articles 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 article supplied conforms 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 must certify that all the goods are new, unused, and of the agreed make and models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 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.

19. 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.

20. Insurance

- a) 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.

21. Transportation

- a) The supplier / selected bidder shall be responsible for the proper packing so as to avoid damage under normal conditions of 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.

22. 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.

23. Inspection / Testing charges: Inspection / Testing charges (for engaging third party if any) shall be borne by the supplier/ bidder/ selected bidder.

24. Rejection

- a) Articles / Goods 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 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 / goods 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.

25. 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 Goods or perform the Related 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 tender form shall be deemed to be the essence of the contract and the supplier/ selected bidder shall arrange goods supply and related services within the specified period.
- c) Delivery and installation / completion period may be extended with or without liquidated damages, if the delay in the supply of goods or service is on account of hindrances beyond the control of the supplier / selected bidder.
 - a. 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 goods or service within the stipulated delivery period or is unable to maintain prorate progress in the supply of goods or service delivery. This request shall be submitted as soon as a hindrance in delivery of goods and service occurs or within 15 days from such occurrence but before expiry of stipulated period of completion of delivery of goods and service after which such request shall not be entertained.
 - b. The Purchaser shall examine the justification of causes of hindrance in the delivery of goods and 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.
 - c. Normally, extension in delivery period of goods and service in following circumstances may be considered without liquidated damages:
 - i. When delay has occurred due to delay by JDA in performing any of the duties to be performed by them as mentioned in the Chapter titled "Scope of Work, Deliverables and Timelines".

- ii. When delay has occurred in supply of materials etc. if these were required to be supplied to the supplier or service provider by JDA as per terms of the contract.
 - d. 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.
 - e. It shall be at the discretion of the concerned authority to accept or not to accept the supply of goods and / or 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.
 - f. If JDA is in need of the good and / or 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 mobilisation of the professional manpower services is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of goods and / or service which the supplier / selected bidder has failed to supply or deploy:-

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

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

26. Patent Indemnity

1. The supplier/ selected bidder shall, subject to the Purchaser's compliance with sub-clause

(2) 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: -

- a. the installation of the Goods by the supplier/ selected bidder or the use of the Goods in the country where the Site is located; and
- b. 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 in

association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.

any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby

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

27. Risk & Cost: If successful bidder fails to complete the milestone(s) the same will be got executed by another participated firm and the expenses incurred in this account will be charged by the bidder.

28. Price Fall Clause: The prices under a rate contract shall be subject to price fall clause of Act.

29. 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.

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

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 its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier / selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier / selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the JDA in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by JDA, 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 JDA, the JDA may take the case with the supplier / selected bidder on similar lines.

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: -
 - a. drawings, modules, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - b. the method of shipment or packing;
 - c. the place of delivery;
 - d. Number of resources deployed
 - e. the related services to be provided by the supplier/ selected bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the supplier's/ selected bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly should be amended. Any claims by the supplier / selected bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's / selected bidder's receipt of the Purchaser's change order.
- c) Prices to be charged by the supplier / selected bidder for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier / selected bidder for similar services.

33. Termination

a) Termination for Default

- a. The tender sanctioning authority of JDA 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: -
 - i. 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 JDA; or
 - ii. 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
 - iii. 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.
 - iv. If the supplier/ selected bidder commits breach of any condition of the contract.
- b. If JDA terminates the contract in whole or in part, amount of PSD may be forfeited.

- c. 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:** JDA 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 JDA.
- c) **Termination for Convenience**
 - a. JDA, 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.
 - b. 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.
 - c. The Goods that are complete and ready for shipment within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - i. To have any portion completed and delivered at the Contract terms and prices; and/or
 - ii. To cancel the remainder and pay to the supplier / selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

34. Settlement of Disputes

- a) **General:** If any dispute arises between the supplier / selected bidder and JDA during the execution of a contract that should be amicably settled by mutual discussions. However, if the dispute is not settled by mutual discussions, a written representation will be obtained from the supplier/ selected bidder on the points of dispute. The representation so received shall be examined by the concerned Procurement Committee which sanctioned the tender. The Procurement Committee may take legal advice of a counsel and then examine the representation. The supplier / selected bidder will also be given an opportunity of being heard. The Committee will take a decision on the representation and convey it in writing to the supplier / selected bidder.
- b) **Standing Committee for Settlement of Disputes:** If a question, difference or objection arises in connection with or out of the contract / agreement or the meaning of operation of any part, thereof or the rights, duties or liabilities of either party have not been settled by mutual discussions or the decision of tender sanctioning Procurement Committee, it shall be referred to the empowered standing committee as decided by JDA for decision.
- c) **Procedure for reference to the Standing Committee:** The supplier / selected bidder shall present his representation to the Procuring Entity along with a fee equal to two percent of the amount of dispute, not exceeding Rupees One Lakh, within one month from the date of communication of decision of the tender sanctioning Procurement Committee. The officer-in-charge of the project who was responsible for taking delivery of the goods and/ or service from the supplier/ selected bidder shall prepare a reply of representation and shall represent the JDA's stand before the standing committee. From the side of the supplier / selected bidder, the claim case may be presented by himself or through a lawyer. After hearing both the parties, the standing committee shall announce its decision which shall be final and binding both on the supplier/ selected bidder and JDA. The standing committee, if it so decides, may refer the matter to the empowered committee as decided by JDA.
- d) **Legal Jurisdiction:** All legal proceedings arising out of any dispute between both the parties

regarding a contract shall be settled by a competent court having jurisdiction over the place, where agreement has been executed and by no other court, after decision of the standing committee for settlement of disputes.

Section 6: Special Terms & Conditions of Bid & Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Verification of Eligibility documents by JDA

JDA 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 Tendering Authority, make available all such information, evidence and documents as may be necessary for verification. Any such verification or lack of verification by Tendering Authority shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of Tendering Authority 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 2012.

2. Professional Manpower

- a) The professional manpower will work under the guidance of System Analyst, JDA.
- b) Successful bidder is required to deploy the requested manpower, as specified in the Request for Proposal (RFP), within 5 working days from the date of issuance of the Work Order.
- c) Before deploy professional manpower, The successful bidder will submit the list required professional manpower along with their CVs to the System Analyst, JDA for approval on deployment.
- d) The professional shall be entitled for Government Holidays. However, on Government Holidays the services may be asked for as per the need without any extra cost.
- e) The legal binding as per the industries dispute act. Payment of wages act., contract labour Act., and others pertaining to Civil/Criminal legislation, medical claim if any, are the obligations of the bidder. The JDA would have no responsibility for the same.
- f) It is the responsibility of the bidder to provide payments, and other facilities as per the nominal wages in accordance with the law. All issues pertaining to the same would be dealt with by the bidder. The JDA would have no role in this.
- g) The Employee State insurance, Provident Fund, Pension Gratuity, leaves, wages etc. as applicable, would have to be provided by the bidder and he would also be accountable for the employees. If for any reason, legal proceeding is undertaken against any employee, the bidder shall bear the responsibility. The JDA would not represent the same.
- h) JDA shall not have any liability/pay compensation towards any injury/ accident to the firm's employee while carrying out the maintenance/repair work under this contract.
- i) The bidder should also ascertain that as per contract the employees would not form any group/union etc. and would also not participate in such nor represent the same. If such incidence comes under the notice of the JDA, JDA immediately ~~it will~~ terminate the contract or involved manpower without any notice period.
- j) **Background Verification** – The Selected Agency must ensure proper background verification check including at a minimum, check for date of Birth, educational qualifications, and work experience and police verification of antecedents. An HR Declaration of proper verification should be submitted at JDA for each resource deployed. The Selected bidder should keep a record of such verification and upon request from the JDA for the verification records, the Selected Agencies should submit the same within a reasonable time.

3. Contracting

Under this contract Sub-Contracting is not allowed by the successful bidder(s).

4. **Contract Period:** The successful Bidder is expected to carry out all groundwork before start of the services in direction of System Analyst, JDA. Initially the contract period will be for 2 years from start date that will be mentioned in the order which will be issued in the name of approved bidder. The contract period can be extended on approved rates as per RTPP Act and Rules.

5. Financial Bid

The Bidder should quote for all the items as mentioned in the price schedule else bid shall not be accepted and will be outrightly rejected and will not be considered in the financial evaluation.

6. Award of contract

a) The start of contract date will be mentioned in the Work Order.

7. Delivery of Services

- a) The deployment of staff (viz the deployment of all the manpower resources mentioned in the work-order) should start within 5 working days of the 'Date-of-Joining' as mentioned in our intimation letter against each position. The manpower resources may also be increased/ decreased/ re-deployed, as per requirement from time to time, during the contract period.
- b) Further, in case the date-of-joining of any resource as mentioned in the intimation letter differs as per the actual-date-of-deployment but falls well within the permissible time line (viz. Date-of-joining plus 5 working days) then also there is no requirement of any amendment in the intimation letter and the FROM and END date of that particular resource of the intimation letter will be automatically treated as amended based on the actual date-of-deployment & period of deployment.
- c) In case of resource replacement, Bidder shall replace resource.
- d) The bidder will undertake all the indicative activities defined in the detailed Scope and any other associated activities. Adequate resources will be deployed by the bidder so that no activities are lost sight of and all of them are handled with reasonable efficiency.
- e) To discharge its responsibility, the agency will deploy experienced resources with proven competence and rich working experience as per RFP.

8. Payment Terms and Schedule

- a) No Advance Payment will be made.
- b) The successful bidder will make the request for payment to the Tendering Authority in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) The currency or currencies in which payments shall be made to the successful bidder under this Contract shall be Indian Rupees (INR) only.
- d) All remittance charges will be borne by the successful bidder.
- e) Any penalties /liquidated damages, as applicable, for delay and non-performance, as mentioned in this bidding document, will be deducted from the payments for the respective running bill subject to bill amount or from the performance security deposit.
- f) The agency will submit individual's Quarterly Satisfactory Performance Report(s) duly signed by respective OICs.
- g) It is bounden duty of the bidder to regularly pay the deployed manpower their entitlements like monthly salaries/ wages/ annual increment/ EPF/ ESI/ Bonus/ Medical Insurance/ Accidental Insurance etc. as may be applicable.
- h) The payment shall be made at the end of each Quarter with the adjustment of recoveries if any.
- i) Taxes/ GST, as applicable, will be deducted/ paid as per the prevalent rules and regulations. Any delay due to reasons not attributable to the Bidder(s) shall be excluded from the delivery timelines for LD/SLA.
- j) Payment schedule - Payments to the bidder, after successful completion of the target milestones (including specified project deliverables), would be made as under: -

For Part1 :-

Deliverable and Time Schedule Part-1					
S. No.	Scope of Work (I)	Activity/ Milestones	Deliverables	Delivery Schedule (in days)	Applicable Payment & Schedule
		(II)	(III)	(IV)	
Signing of Agreement between JDA and the selected bidder: T					
1.	Preparation of SRS for PMIS Enhancement	SRS Preparation	SRS for PMIS	T+20	70 % of Part1 (GO Live)
			Approval of SRS by JDA	T+30	
2	Software Development, Testing, Deployment, UAT & Go-live of all modules and features planned in SRS.	Revamping of PMIS application containing all existing modules and functionality	• Software Design & Architecture Document	T+180	
			• Database Design Document		
			• Software Solution Acceptance by JDA		
3		Development of new modules & Enhancements as identified in SRS .	• Software Design & Architecture Document		
			• Database Design Document		
			• Software Solution Acceptance by JDA		
4.	Data migration form exiting PMIS to revamped PMIS application.	• Data migration plan			
		• System Acceptance by JDA			
5	UAT	• Safe-to-host certificate			
		• Testing report including Test Results			
		• UAT Test cases			
6	Go Live of complete PMIS system & Training	• Certificate for Go-live of PMIS by JDA			
		• Technical & Role wise- User manuals			
		• Attendance & Training reports			
		• Configuration & Deployment document of PMIS with source code in two sets of DVDs along with source code and/or license of third party API/any other			

			<p>software used</p> <ul style="list-style-type: none"> • Certificate for Go-live of PMIS by JDA • Technical & Role wise- User manuals • Attendance & Training reports • •Workflow diagram of all Modules •DB design document •Reference Documents of Used libraries, used COTS etc. 		
7.	Enhancement, Operations & Maintenance support of PMIS (O&M)	<ul style="list-style-type: none"> • Deployment of Manpower • New Enhancement in the PMIS application • Managed Services during Operations and Maintenance Period • Operations & Maintenance support of PMIS (O&M) 	<ul style="list-style-type: none"> • Copy of Attendance Register verified by Officer In-charge (monthly) • Software development enhancement/ up-gradation/ modification reports (monthly) • MPR(Monthly Progress Report) verified by Officer In-charge • Consolidated Report on Calls Logged, Resolved and Escalated (monthly) • Updated User Manual of the application software (quarterly) • Updated Application software with source code along with source code and/ or license of third party API/ any other software used (quarterly) 	T+180 onwards; for 2 years	The 30 % of remaining amount for the Part1 as per Component Part1 of Financial Bid shall be equated in 6 instalments and each instalment shall be paid in last 6 quarters on quarterly basis, after the submission and approval of associated deliverables, subject to necessary deductions.

For Part2 :-

Deliverable and Time Schedule Part-2				
Scope of Work (I)	Activity/ Milestones (II)	Deliverables (III)	Delivery Schedule (in days) (IV)	Applicable Payment & Schedule (IV)
Signing of Agreement between JDA and the selected bidder: T				
Operations & Maintenance (O&M) of existing PMIS till go live of part 1, Thereafter Operation, Maintenance and Support of revamped PMIS application software, for 2 years	<ul style="list-style-type: none"> • Deployment of Manpower • Operations & Maintenance support of PMIS (O&M) 	<ul style="list-style-type: none"> • Copy of Attendance Register verified by Officer In-charge (monthly) • Software development enhancement/ up-gradation/ modification reports (monthly) • MPR(Monthly Progress Report) verified by Officer In-charge • Consolidated Report on Calls Logged, Resolved and Escalated (monthly) • Updated User Manual of the application software (quarterly) • Updated Application software with source code along with source code and/ or license of third party API/ any other software used (quarterly) 	T+ 15 days onwards for 2 Years	The quoted amount for the Part2 as per Component Part2 of Financial Bid shall be equated in 8 instalments and each instalment shall be paid quarterly, after the submission and approval of associated deliverables , subject to necessary deductions.

9. Indemnity

- Tendering Authority stand indemnified of all legal obligations, past/ present/ future, of the bidder with its experts/ resources deployed at OICs.
- Tendering Authority stand absolved of any liability on account of death or injury sustained by the staff deployed by the bidder during the contract period and for any damages or compensation due to any dispute between the bidder and its staff so deployed.
- The bidder will indemnify Tendering Authority of any infringement of third-party rights under the Patents Act or the IPR.

10. Confidentiality

- The bidder and their deployed personnel will not, either during the term or after expiration of this

contract, use, sell, disclose any proprietary or confidential information relating to the software, services, contract or business or operations of Tendering Authority or its clients without the prior written consent of Tendering Authority.

- b) The bidder must sign the Non-Disclosure Agreement with Tendering Authority.

11. Security

- a) The bidder will ensure that no information about the software, hardware, database, and the policies of the client organization is taken out in any form including electronic form or otherwise, by the manpower posted by them.
- b) The bidder or its deployed personnel, by virtue of working on Tendering Authority's projects, can't claim any rights on the work performed by them. Tendering Authority will have absolute rights on the work assigned and performed by them. Neither any claims of the bidder or its deployed experts will be entertained on the deliverables.

Annexure-1: Bill of Quantity (BOQ) / Bill of Services (BoS)

Name of the Bidder/ Bidding Firm / Company:				
PRICE SCHEDULE				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
Sl. No.	Resource Description	Rate for 2 years (24 months) (incl. all other Taxes except GST) (in INR)	Applicable GST (In INR @ 18%)	Total Price including GST (In INR.)
		A	B	C=A+B
1	Part1			
2	Part2			
Total in Figures				
Quoted Rate in Words				

Note : Amount submitted In total (Total Price including GST for Part1 + Total Price including GST for Part1) shall be considered to L1 evaluation.

Annexure-2: Technical Bid Evaluation Checklist

Part – A: Authorization / Undertaking / Declarations

S. No.	Specific Requirements	Documents Required	Page No. (to be filled by bidder)
1.	The Bidder should deposit Tender Fee, RISL Processing Fee, Bid Security (EMD) along with the technical bid.	Online receipt generated through Bid Participation portal	
2.	Tender Form	As given in Annexure 4 on Bidders letterhead	
3.	Bidder's Authorization Certificate	As given in Annexure 5 on Bidders Letterhead	
4.	Self-Declaration – No Blacklisting	As given in Annexure 6 on Bidders Letterhead	
5.	Declaration by the Bidder regarding Qualification Under Section 7 of the ACT	As given in Annexure 7 on Bidders Letterhead	
6.	Technical Bid Submission Sheet	As given in Annexure 8 on Bidder's Letter head	
7.	Financial Bid Submission Sheet	As given in Annexure 9 on Bidders Letterhead	
8.	Bidder Entity	As given in Annexure 10 on Bidders Letterhead	

Part – B: Eligibility Criteria

S. No.	Basic Requirement	Minimum Qualifications	Documents Required	Marks	Page No. (to be filled by bidder)
1.	Bidder Entity	Joint ventures or Consortiums are NOT allowed to bid or meet the eligibility criterion. Bidder should bid on its own strength and meet all eligibility criteria.	The Bidder is required to furnish a self-declaration on letter head. (Annexure-10)	Mandatory	
2.	Legal Entity	The Bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement. (Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the Bidder) OR A company registered under Indian Companies Act, 1956 OR A partnership firm registered under Indian Partnership Act,	Certified copy of the Certificates of Incorporation for companies issued by the Registrar of Companies and Memorandum & Articles of Association OR Certified copy of the Registration	Mandatory	

S. No.	Basic Requirement	Minimum Qualifications	Documents Required	Marks	Page No. (to be filled by bidder)
		1932. OR A Limited Liability Partnership (LLP) firm registered under Limited Liability Partnership Act, 2008.			
3.	Turnover	The Bidder should have average turnover of Rs. 160.00 Lakhs in last three financial years i.e. 2022-2023, 2023-2024 & 2024-2025(provisional).	Certificate from the Chartered Accountant or audited Profit & Loss account statement.	160≤turnover <200 Marks=15 200≤turnover Additional Marks=5 Maximum Marks 20	
4.	Financial Net Worth	The net worth of the Bidder (as per the last published audited balance sheet (F.Y. 2023-2024), should be 'Positive'.	CA certificate with CA's registration number & seal.	Mandatory	
5.	Financial Profitability	The profitability of the Bidder for every year for last Three preceding financial years should be Positive.	CA certificate with CA's registration number & seal.	Mandatory	
6.	Work Experience	(The bidder must have completed at least one Works Management/ Project Management Software, for Engineering Works or ERP Software having Works Management/ Project Management module. for any Central/ State/ UT Government (Ministry/ Department/ PSU/ Autonomous Body/ Undertaking / Entity /Joint Venture) in India during last seven Financial Years. The value of such project shall not be less than Rs 2 Crores.) Or (The bidder must have completed at least 2 Works Management/ Project Management Software, for Engineering Works	1. Work Order/ Purchase Order or Agreement/ Start of services indicating value of contract. 2. The completeness / truthfulness of the work experience posted by the participants; it would be appropriate to take work completion certificate issued by Procurement Entity.	As per Minimum Qualifications marks 15 And If there is at least one more project value of ₹1 crore or more related to Works Management / Project Management Software, for Engineering Works or ERP Software having Works Management / Project Management	

S. No.	Basic Requirement	Minimum Qualifications	Documents Required	Marks	Page No. (to be filled by bidder)
		<p>or ERP Software having Works Management/ Project Management module. for any Central/ State/ UT Government (Ministry/ Department/ PSU/ Autonomous Body/ Undertaking / Entity /Joint Venture) in India during last seven Financial Years.</p> <p>The value of each project shall not be less than 1 Crore)</p>		<p>module. for any Central/ State/ UT Government (Ministry/ Department/ PSU/ Autonomous Body/ Undertaking / Entity /Joint Venture) in India during last seven Financial Years; Additional 05 marks</p> <p>Maximum Marks 20</p>	
7.	Technical Capability	<p>Application software (new or in continuation) where at least five of the following modules* are implemented/ maintained:</p> <ol style="list-style-type: none"> 1. User Management 2. Project Approvals 3. Technical and Administrative Sanctions. 4. Budget Management. 5. Estimate Management. 6. Tender Management. 7. Project Management, Planning, Scheduling, Monitoring and Control. 8. Billing and Accounts Management 9. Contractor Registration & Management. 10. Work Mapping & E-Measurement using GIS platform. 11. Integration with Mobile App. 12. E-billing Management. 13. Contract Management. 14. Bank Guarantee (BG)/ Contractor Deposit / PSD 	<p>Work Order/ Purchase Order or Agreement/ Start of Services along with RFP/ Addendum/ Corrigendum and any other related document.</p>	<p>Modules* implemented at least five (Marks-15) and every additional Module* implementation addition of 0.5 marks.</p> <p>Maximum Marks 20</p> <p>*Modules listed in Minimum Qualifications point-7.</p>	

S. No.	Basic Requirement	Minimum Qualifications	Documents Required	Marks	Page No. (to be filled by bidder)
		<p>Management.</p> <p>15. Data Mining and Business Intelligence/ Analytics.</p> <p>*The name of module may differ, but the functionality should meet out the requirement.</p> <p>Bidder can refer more than one project of any Central/ State/ UT Government (Ministry/ Department/ PSU/ Autonomous Body/ Undertaking / Entity /Joint Venture) in India during last seven Financial Years, to meet the requirement.</p>			
8.	Certification	The bidder must have valid certifications as below: SEI-CMMI-3 or higher	<p>The Bidder is required to furnish the copy of valid certifications.</p> <p>CMMI Certificate should be certified by SEI-CMMI institute and also company should be listed on CMMI Pars portal i.e. https://cmminstitute.com/pars</p>	<p>Certificate have SEI-CMMI-3 Marks=8</p> <p>which have certificate higher than SEI-CMMI-3 Additional Marks=02</p> <p>Maximum Marks 10</p>	
9.	Tax registration	The Bidder should have a registered number of a. GST b. PAN Number	<p>1. Copies of relevant(s) Certificates of Registration.</p> <p>2. Updated copies of GSTR-1 and GSTR-3B are to be attached by participants.</p>	Mandatory	
10.	Technical Evaluation Criteria detailed presentation	Refer point 12(C)-Technical Evaluation Criteria of Section-4	Copy of Technical Presentation	Maximum Marks up to 30	

Note: - Only bidders who score at-least 70 marks shall be termed as technically qualified and would be eligible for opening of financial bids.

**Annexure-3: Pre-Bid Queries Format
(On bidder's letter head)**

Name of the Company/Firm: _____

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

**Annexure-4: Tender Form
(On bidder's letter head)**

1. Addressed to:

Name of the Procuring Entity	System Analyst, Jaipur Development Authority
Address	Jaipur Development Authority Room No. PB-SF-201, Second Floor, Parking Building, Ram Kishore Vyas Bhawan, Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)
Telephone	0141- 2569696 Extn : 8800

2. Firm Details:

Name of Firm				
Name of Contact Person with Designation				
Registered Office Address				
Address of the Firm				
Year of Establishment				
GST				
PAN				
Employees State Insurance Act 1948 Registration No.				
Employee Provident Fund Act 1952 Registration No.				
The Rajasthan Contract Labour (Regulation and Abolition) Rule 1970 Registration No.				
Type of Firm Put Tick mark	Public Limited	Private Limited	Partnership	Proprietary
Telephone Number(s)				
Email Address/ Web Site	Email:	Web-Site:		
Fax No.				
Mobile Number	Mobile:			
Certification/Accreditation /Affiliation, if Any				

The requisite deposit against Tender Fee, Processing Fee and EMD amounting to Rs. _____/- has been deposited vide Online receipt generated through Bid Participation portal of JDA vide challan No. _____ dated _____.

We agree to abide by all the terms and conditions mentioned in this form issued by the Tendering Authority and also the further conditions of the said notice given in the attached sheets (all the pages of which have been signed by us in token of acceptance of the terms mentioned therein along with stamp of the firm).

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure-5: Bidder's Authorization Certificate
(On bidder's letter head)**

To:

System Analyst [Procuring Entity]
Room No. PB-SF-201, Second Floor,
Parking Building, Ram Kishore Vyas Bhawan,
Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)

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 Bidder	
Address:	
Authorised Signatory:	
Signed :	
Date :	
Pace :	
Seal of the Organization:	Signature Verified

**Annexure-6: Self-Declaration – No Blacklisting
(On bidder’s letter head)**

To:
System Analyst [Procuring Entity]
Room No. PB-SF-201, Second Floor,
Parking Building, Ram Kishore Vyas Bhawan,
Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)

In response to the NIB Ref. No. _____ dated _____ for {Project Title} _____, as an Owner/Partner/Director of _____, I/
We hereby declare that presently our Company/ firm _____ or any of our group or associate companies, at the time of bidding, is having unblemished record and is not declared ineligible nor has been issued letter for blacklisting for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT or the Procuring Entity.

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 our bid, to the extent accepted, may be cancelled.

Thanking you,

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure: 7- Declaration by the Bidder regarding Qualification
Under Section 7 of the ACT
(On bidder's letter head)**

Declaration

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.
6. I/we agree to follow the Guidelines for hiring of human resources under RTPP Act, 2012 and RTPP Rules, 2013 F.2(1)FD/SPFC/2017 dated 30/04/2018 issued by Finance Department, Government of Rajasthan, if applicable.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure-8: Technical Bid Submission Sheet
(On bidder's letter head)**

To:
System Analyst [Procuring Entity]
Room No. PB-SF-201, Second Floor,
Parking Building, Ram Kishore Vyas Bhawan,
Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document, including Addenda No. _____.
2. We offer Hiring of Hiring of IT Professionals for Development of Application Software for in conformity and in accordance to the Bid Document.
3. Our Bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
4. If our Bid is accepted, we commit to obtain a Performance Security in the amount of 5% of the Contract Price for the due performance of the Contract;
5. Our firm, including any subcontractors or suppliers for any part of the Contract, have nationalities from the eligible countries;
6. We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers, if permitted, in the Bidding Document;
7. Our firm, its affiliates or subsidiaries, including any subcontractors or suppliers has not been debarred by any State/ Central government/ PSU/ UT or the Procuring Entity;
8. We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed;
9. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive;
10. We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity;
11. We declare that we have complied with and shall continue to comply with the provisions of the Code of Integrity for Bidders as specified in the Rajasthan Transparency in Public Procurement Act, 2012, the Rajasthan Transparency in Public Procurement Rules, 2012 and this Bidding Document in this procurement process and in execution of the Contract.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure-9: Financial Bid Submission Sheet
(On bidder's letter head)**

To:
System Analyst [Procuring Entity]
Room No. PB-SF-201, Second Floor,
Parking Building, Ram Kishore Vyas Bhawan,
Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)

We, the undersigned, declare that:

1. 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.
2. I / We hereby confirm that I / We have bid for **all items** mentioned in the Bill of Material (BOM) / Bill of Quantity (BOQ).
3. I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price are inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.
4. I / We undertake, if our bid is accepted, to deliver the Services in accordance with the delivery schedule specified in the schedule of Requirements.
5. 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.
6. 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.
7. 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.
8. 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.
9. I/ We agree to permit the Procuring Entity or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Procuring Entity.
10. We understand that you are not bound to accept the lowest or any bid you may receive.
11. 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.

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

**Annexure-10: Self-Declaration – Bidder Entity
(On bidder's letter head)**

To:
System Analyst [Procuring Entity]
Room No. PB-SF-201, Second Floor,
Parking Building, Ram Kishore Vyas Bhawan,
Indira Circle, Jawahar Lal Nehru Marg, Jaipur – 302 004 (Rajasthan)

In response to the NIB Ref. No. _____ dated _____ for
{Project Title} _____, as an Owner/Partner/Director of
_____ {name of company/ firm}, I/ We hereby declare that our Company/ firm
_____ {name of company/ firm}, is not part of any consortium or
Joint Venture to meet the eligibility criteria. The Company/ firm
_____ {name of company/ firm} is bidding on its own strength and
meet all eligibility criteria.

Thanking you,

Name :	
Address:	
In the capacity of :	
Signed :	
Date :	
Place :	
Seal of the Organization :	

Annexure-11: Price Schedule
(Online submission on e-Procurement Portal)

(The rates shall be filled up separately in given format on e-procurement portal with financial bid).

Name of the Bidder/ Bidding Firm / Company:				
PRICE SCHEDULE				
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)				
Sl. No.	Resource Description	Rate for 2 years (24 months) (incl. all other Taxes except GST) (in INR)	Applicable GST (In INR @ 18%)	Total Price including GST (In INR.)
		A	B	C=A+B
1	Part1			
2	Part2			
Total in Figures				
Quoted Rate in Words				

Note : Amount submitted In total (Total Price including GST for Part1 + Total Price including GST for Part1) shall be considered to L1 evaluation.

*Instructions for filling Financial Bid in e-tendering portal are given in tender document.

Annexure-12: Bank Guarantee Format – BID Security Format

Form of (Bank Guarantee) -En cashable at the branch of the bank in Jaipur City.

To
Secretary, Jaipur Development Authority, Jaipur

Sub:.....

Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against Bid Security for the.....**JDA**

Jaipur WHEREAS, _____ [name of Bidder with address] (**hereinafter called “the Bidder”**) has submitted his Bid dated for the work of(here in after called “ the Bid ”).

KNOW ALL PEOPLE by these presents that we _____ (Name of Bank) of having our registered office at _____ [name of country] having our registered office at _____ (hereinafter called “the Bank”) are bound unto Secretary, Jaipur Development Authority. (Hereinafter called “the Employer”) in the sum of Rupees _____ [**Amount of Security in figures**] _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA , this Bank Guarantee is cashable at the following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20_____.

THE CONDITIONS of this obligation are:

- (1) if the Bidder withdraws his Bid during the period of Bid validity specified in the Form of Bid;
- (2) if the Bidder refuses to accept the correction of errors in his bid;
- (3) If the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders,
 - or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or more of the above conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the

Bidder, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited in the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **IFSC code No ICIC0006754. Bank Account No. 675401700517** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in writing for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____
[Signature, Name, and Address]

[Note: To be furnished on appropriate non-judicial stamps & should be valid for the next 7 months from the bid opening date]

Annexure-13: Specified Bank Guarantee Performa for Performance Security

Form of (Bank Guarantee) -En cashable at the branch of the bank in Jaipur City.

To
Secretary, Jaipur Development Authority, Jaipur
Sub:.....
Bank Guarantee No. _____ dated _____ for [amount of Security in figures] [in words] on behalf of _____ [Name of the Bidder] against Performance Security for the.....**JDA Jaipur**
WHEREAS, _____ [name of Bidder with address] (**hereinafter called "the Bidder"**) has submitted his Bid dated for the work of(herein after called " the Bid ").

KNOW ALL PEOPLE by these presents that we _____
_____ (Name of Bank) of having our registered office at _____ [name of country] having our registered office at _____ (hereinafter called "the Bank") are bound unto Secretary, Jaipur Development Authority. (Hereinafter called "the Employer") in the sum of Rupees _____ **[Amount of Security in figures]** _____ (in words) only for which payment will and truly to be made to the said Employer, the Bank binds itself, its successors, and assigns by these presents.

That on demand of JDA, this Bank Guarantee is cashable at the following branch in Jaipur City.

1. Name of Bank:
2. Name of the branch with branch code:
3. Address:
4. E-Mail Id:
5. Telephone No.
6. Fax No.:

SEALED with the Common Seal of the said Bank this _____ day of _____ of 20 _____.

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand within valid period of this guarantee.

This Guarantee will remain in force up to and including the date 30 days after the date of expiration of the Bid Validity, as stated in the Instructions to Bidders, or any such extension thereto as may be agreed by the Bidder, a notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank no later than the above date.

The amount covered under the above Bank Guarantee shall be automatically credited to the accounts of JDA in ICICI Bank, JDA Campus, Jaipur through **ISFC code No ICIC0006754. Bank Account No. 675401700517** on the date of expiry or its validity, unless the agencies get it re-validated well before its expiry date or produce NOC from JDA in writing for its release.

Date _____ Signature of the Bank _____

Witness _____ Seal _____

[Signature, Name and Address]

[Note: To be furnished on appropriate non-judicial stamps.]

Annexure-14: Agreement

(On Non-Judicial Stamp Paper: Value as mentioned in Work Order/AOC)

Agreement

THIS AGREEMENT made on this day of between of (herein after “the Procuring Entity”), of the one part, and Of (here in after “the Supplier”), of the other part:

Whereas the procuring Entity invited Bids for **{Name of Work}** and has accepted a Bid by the Supplier for the sum of (herein after “the Contract Price”).

NOW THIS AGREEMENT WITNESS AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - a) The Procuring Entity's Notification to the Supplier of Award of Contract And Award of Services;
 - b) Pre-Qualification / Eligibility Criteria ;
 - c) Scope of Work ;
 - d) Instruction to Bidder (ITB) ;
 - e) General Terms & Condition of Bid & Contract ;
 - f) Special Terms & Conditions of Bid & Contract ;
 - g) The Notice Inviting Bids ; and
 - h) All Annexure’s.

This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Procuring Entity to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Procuring Entity for **{Name of Work}** and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Entity hereby covenants to pay the Supplier in consideration of the **{Name of Work}** and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. Performance Security deposited vide dated of amounting to Rs. valid upto

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

For the Supplier

Name:
Designation :
Address :
Signed by:
Witness 1 :
Witness 2:

For the Procuring Entity (On behalf of JDA/ the Procuring Entity)

Name
Designation
Address :

Annexure-15: Memorandum of Appeal under the Rajasthan Transparency in Public Procurement Act, 2012

FORM No. 1

[See rule 83]

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

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

1. Particulars of appellant:

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

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

- (i)
- (ii)
- (iii)

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

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

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

6. Grounds of appeal:

_____ (Supported by an affidavit)

7. Prayer:

Place : _____

Date : _____

Appellant's Signature

Annexure–16: Resource Deployment

The selected bidder shall deploy minimum following resources for Maintenance and Enhancement of Project Monitoring Information System (PMIS) for project duration :

Part-1: Deployment of technical manpower for change request of existing modules, integration with other services, development of new tools for technology and development of new modules, during the project period.

#	Type of Professional	Nos of Professionals	Period (Months)
1	Software Architect	1	12
2	Full Stack Lead Developer	1	24
3	Business Process Analyst/ Quality assurance (QA)	1	24

Note: Software Architect shall be deployed at onsite JDA location till Go-Live of part 1 . After Go-Live of part 1 Software Architect may work form vendor location however Software Architect need to visit JDA location as and when required as per request of precuring entity.

Part-2: Deployment of technical manpower for Operation, Maintenance and Support of PMIS application software, during the project period.

#	Type of Professional	Qty.	Period (Months)
1	Project Manager (Software)	1	24
2	Application Support Professional	2	24

Annexure–17: Resource Qualification

The selected bidder shall deploy resources with following minimum qualification for Maintenance and Enhancement of Project Monitoring Information System (PMIS) for project duration

Software Architect	
Minimum Qualification:	B.E./B.Tech in Information Technology /Computer Science/ M.Sc (IT)/ MCA/ M.Tech (CS)
Technical Skills & Experience	<p>Requires Minimum experience of 10+ years (2+ years as Software Architect) having below mentioned technical skills:</p> <ul style="list-style-type: none"> ➤ dot net technologies. ➤ Proficiency in designing complex solutions, including defining technical architectures and design patterns. ➤ Strong knowledge of the .NET framework, particularly for application development. ➤ Proficiency in JavaScript frameworks like Angular or ReactJS for front-end development. ➤ In-depth understanding and application of software design patterns. ➤ Familiarity with database management systems, including MS SQL, PostgreSQL, and MySQL. ➤ Knowledge of DevOps practices and tools for continuous integration and deployment. ➤ Knowledge of Mobile Architecture, Publishing, and Frameworks (React Native/PWA). ➤ Ability to convey critical decisions and technical information effectively.
Job Skills	<ul style="list-style-type: none"> ➤ Excellent technical abilities, leadership, decision making, strong communication and management skills, and adaptability to new technology. ➤ Strong leadership skills to motivate team members. ➤ Strong communication skills to oversee personnel and foster collaboration. ➤ High degree of adaptability to learn new technologies as needed and successfully manage the daily challenges of a technical environment.
Key Job Duties	<ul style="list-style-type: none"> ➤ Designing Technology Systems: Technical architects are tasked with designing the architecture and structure of IT systems to meet the specific requirements of the organization. This involves: <ul style="list-style-type: none"> ○ Conducting thorough analysis of business requirements and translating them into technical specifications. ○ Creating comprehensive system blueprints and diagrams to visualize the architecture. ○ Selecting appropriate technologies, platforms, and frameworks to support the desired functionalities and scalability of the system. ➤ Managing Implementation: Once the design phase is complete, technical architects oversee the implementation of the planned IT systems. Their responsibilities include: <ul style="list-style-type: none"> ○ Collaborating with software development teams to ensure the successful execution of the design. ○ Providing guidance and direction to developers throughout the implementation process. ○ Monitoring progress and addressing any issues or deviations from the design plan in a timely manner. ➤ Coordinating with Stakeholders: Technical architects serve as the primary point of contact between technical teams and stakeholders across the organization. This involves:

	<ul style="list-style-type: none"> ○ Communicating effectively with business leaders, project managers, and other stakeholders to gather requirements and ensure alignment with organizational goals. ○ Presenting technical proposals and solutions to stakeholders in a clear and understandable manner. ○ Facilitating discussions and negotiations to resolve conflicts or discrepancies between different stakeholders' expectations. ➤ Ensuring System Reliability and Performance: Technical architects are responsible for ensuring that IT systems meet performance, reliability, and security standards. This includes: <ul style="list-style-type: none"> ○ Conducting thorough testing and quality assurance procedures to identify and address any issues or vulnerabilities. ○ Implementing best practices for system optimization, scalability, and fault tolerance. ○ Monitoring system performance metrics and implementing corrective actions as needed to maintain optimal performance. ➤ Providing Technical Leadership: In addition to their hands-on technical responsibilities, technical architects provide leadership and guidance to technical teams. This involves: <ul style="list-style-type: none"> ○ Mentoring and coaching team members to enhance their technical skills and capabilities. ○ Setting technical standards and best practices for development and architecture. ○ Serving as a subject matter expert on technology trends, emerging tools, and industry best practices. ➤ Continuous Improvement and Innovation: Technical architects play a key role in driving innovation and continuous improvement within the organization's technology landscape. This includes: <ul style="list-style-type: none"> ○ Staying abreast of the latest technological advancements and evaluating their potential impact on the organization. ○ Identifying opportunities for process optimization, automation, and efficiency gains. ○ Leading initiatives to pilot new technologies or methodologies and assess their feasibility for adoption. ➤ Other duties as and when assigned by the Nodal Officer of Project.
--	---

Project Manager (Software)	
Minimum Qualification:	B.E./B. Tech in Information Technology /Computer Science/ M. Sc (IT)/ MCA/ M. Tech (CS)/ MBA/ PG in Business Administration
Technical Skills & Experience	<p>Requires Minimum experience of 10+ years (6+ years as Project Manager-Technical/ Software Product Delivery Manager) having below mentioned technical skills:</p> <ul style="list-style-type: none"> ➤ Proven experience managing IT/software product development projects. ➤ Strong knowledge of project management methodologies and tools ➤ Proficiency in Agile practices and frameworks ➤ Excellent leadership and team management skills ➤ Solid understanding of software development lifecycle and technical concepts ➤ Exceptional communication and stakeholder management abilities ➤ Ability to analyze and solve complex problems effectively ➤ Experience in risk management and mitigation strategies ➤ Proven track record of delivering high-quality software products on schedule.

	<ul style="list-style-type: none"> ➤ Ability to thrive in a dynamic and fast-paced work environment Strong decision-making and conflict resolution skills ➤ Proficiency in project management and collaboration tools Continuous focus on learning and staying updated with industry trends.
Job Skills	<ul style="list-style-type: none"> ➤ Manage and oversee end-to-end project delivery within scope, budget, and schedule. ➤ Define project scope, goals, and deliverables in collaboration with stakeholders. ➤ Develop and maintain project plans, schedules, and resource allocation. ➤ Lead cross-functional teams, providing guidance and support to ensure project objectives are met ➤ Assess and mitigate project risks, proactively identifying and addressing potential issues ➤ Monitor and report on project progress, providing regular updates to stakeholders ➤ Implement and maintain Agile project management methodologies ➤ Collaborate with technical teams to ensure alignment with project requirements and goals ➤ Manage stakeholder expectations and ensure effective communication throughout the project lifecycle ➤ Facilitate decision-making and issue resolution to keep projects on track ➤ Ensure adherence to quality standards and best practices in software development ➤ Drive continuous improvement initiatives to enhance project delivery processes ➤ Conduct post-project reviews and identify areas for future enhancement
Key Job Duties	<ul style="list-style-type: none"> ➤ Discussing potential projects and their parameters with clients, executives, and software developers. ➤ Planning out the blueprints for software projects, including defining the scope, allocating resources, setting deadlines, laying out communication strategies, and indicating tests and maintenance. ➤ Assembling and leading the project team. ➤ Participating in and supervising each stage of the project. ➤ Ensuring each project stays on schedule and adheres to the deadlines. ➤ Creating a project budget and ensuring the project adheres to the budget as closely as possible. ➤ Determining and overseeing consistent testing, evaluation, and troubleshooting of all products in all stages of completion. ➤ Tracking milestones, deliverables, and change requests. ➤ Serving as a liaison to communicate information regarding changes, milestones reached, and other pertinent information. ➤ Delivering completed software products to clients and performing regular checks on the products' performance. ➤ Software Engineering responsibilities: <ul style="list-style-type: none"> ○ Software development methodology ○ Technical stack for the project ○ Software architecture ○ Non-functional requirements ○ Internal milestones ○ Service Level Indicators ○ Software rollout schedule

	<ul style="list-style-type: none"> ○ Team communication ○ Split of work/ tasks ○ Code review policy ○ Retrospectives <p>➤ Other duties as and when assigned by the System Analyst, JDA.</p>
--	---

Full Stack Lead Developer	
Minimum Qualification:	B.E./B. Tech in Information Technology /Computer Science /M. Sc (IT) /MCA/M. Tech(CS)
Technical Skills & Experience	<p>Requires Minimum experience of 8+ years (2+ years as Full Stack Developer) having below mentioned technical skills, for web applications:</p> <ul style="list-style-type: none"> ➤ Platform <ul style="list-style-type: none"> ○ Windows. ➤ Back-end Technologies: <ul style="list-style-type: none"> ○ C# & .Net Core/ Java ➤ Front-end technologies: <ul style="list-style-type: none"> ○ HTML 5, CSS 3, JavaScript, Bootstrap, Angular/ React/ NextJS. ○ Responsive UI, media queries & UX design. ○ MVC & SPA. ➤ Databases: <ul style="list-style-type: none"> ○ SQL such as PostgreSQL/ MySQL/ SQL Server, etc. ○ No-SQL such as Cassandra/ MongoDB, etc. ○ Offline databases such as SQLite/ CouchDB, etc. ➤ Application & Web Server: <ul style="list-style-type: none"> ○ IIS. ○ API Gateway, Load Balancer & DNS. ➤ Unit, integration & load testing. Testing Tools: <ul style="list-style-type: none"> ○ Snyk, JMeter, Postman, etc. ➤ Code versioning tools: <ul style="list-style-type: none"> ○ GIT/ Team Foundation Server, etc. ➤ Project Management Tools: <ul style="list-style-type: none"> ○ Slack, Jira, etc.
Key Job Duties	<ul style="list-style-type: none"> ➤ Taking on a leadership role you will review the teams code, mentoring junior members of the team ➤ Working independently on the web front-end and back-end. ➤ Perform application programming assignments and maintenance or modification of existing systems on Back-end and Front-end. ➤ Develop the front-end of applications through appealing visual design ➤ Develop features and applications with a mobile responsive design ➤ Develop and manage well-functioning applications and databases ➤ Develop effective APIs ➤ Develop using Agile development methodology. ➤ Test software to ensure responsiveness and efficiency ➤ Troubleshoot, debug and upgrade software ➤ Create security and data protection settings ➤ Write technical documentation ➤ Work with development teams to ideate software solutions ➤ Work with data scientists and analysts to improve software ➤ Review and evaluate existing systems for possible enhancement or upgrade. Routinely search for innovative ways to improve existing systems or procedures. ➤ Other duties as and when assigned by the System Analyst, JDA.

Full Stack Developer	
Minimum Qualification:	B.E./B. Tech in Information Technology /Computer Science /M. Sc (IT) /MCA/M. Tech (CS)
Technical Skills & Experience	<p>Requires Minimum experience of 5+ years (1+ years as full-stack developer) having below mentioned technical skills, for web applications:</p> <ul style="list-style-type: none"> ➤ Platform <ul style="list-style-type: none"> ○ Windows. ➤ Back-end Technologies: <ul style="list-style-type: none"> ○ C# & .Net Core/ Java ➤ Front-end technologies: <ul style="list-style-type: none"> ○ HTML 5, CSS 3, JavaScript, Bootstrap, Angular/ React/ NextJS. ○ Responsive UI, media queries & UX design. ○ MVC & SPA. ➤ Databases: <ul style="list-style-type: none"> ○ SQL such as PostgreSQL/ MySQL/ SQL Server, etc. ○ No-SQL such as Cassandra/ MongoDB, etc. ○ Offline databases such as SQLite/ CouchDB, etc. ➤ Cache: <ul style="list-style-type: none"> ○ Redis, Memcached, etc. ➤ Application & Web Server: <ul style="list-style-type: none"> ○ IIS ○ API Gateway, Load Balancer & DNS. ➤ Unit & Integration testing. Testing Tools: <ul style="list-style-type: none"> ○ Snyk, JMeter, Postman, etc. ➤ Code versioning tools: <ul style="list-style-type: none"> ○ GIT/ Team Foundation Server, etc. ➤ Project Management Tools: <ul style="list-style-type: none"> ○ Slack, Jira, etc.
Key Job Duties	<ul style="list-style-type: none"> ➤ Working independently on the web front-end and back-end. ➤ Perform application programming assignments and maintenance or modification of existing systems on Back-end and Front-end. ➤ Develop the front-end of applications through appealing visual design ➤ Develop features and applications with a mobile responsive design ➤ Develop and manage well-functioning applications and databases ➤ Develop effective APIs ➤ Develop using Agile development methodology. ➤ Test software to ensure responsiveness and efficiency ➤ Troubleshoot, debug and upgrade software ➤ Create security and data protection settings ➤ Write technical documentation ➤ Work with development teams to ideate software solutions ➤ Work with data scientists and analysts to improve software ➤ Review and evaluate existing systems for possible enhancement or upgrade. Routinely search for innovative ways to improve existing systems or procedures. ➤ Other duties as and when assigned by the System Analyst, JDA.

Business Process Analyst	
Minimum Qualification:	B.E./B. Tech in Information Technology /Computer Science/ M. Sc (IT)/ MCA/ M. Tech (CS)/ MBA/ PG in Business Administration
Technical Skills & Experience	<p>Requires Minimum experience of 5+ years (2+ years as Business Process Analyst/ Functional Consultant) having below mentioned technical skills:</p> <ul style="list-style-type: none"> ➤ Experience on smellier nature projects, with desirable knowledge of functioning of UIT/Development Authority.

	<ul style="list-style-type: none"> ➤ Analytics and systems development ➤ High proficiency with SQL and database management ➤ Proven analytical abilities ➤ Experience in generating process documentation and reports ➤ Excellent communication skills, with an ability to translate data into actionable insights ➤ Proven ability to manage projects and user testing ➤ Extensive experience with data visualization ➤ High proficiency in technical writing ➤ Strong working knowledge of relevant Microsoft applications, including Visio ➤ Project Management Tools: <ul style="list-style-type: none"> ○ Slack, Jira, etc.
Job Skills	<ul style="list-style-type: none"> ➤ Drive awareness of requirements across business units and identify substandard systems processes through evaluation of real-time data ➤ Serve as thought leader for technical business processes, developing systems prototypes that promote increased efficiency and productivity on multiple levels ➤ Create and implement precise management plans for every project, with attention to transparent communication at all levels ➤ Perform, evaluate, and communicate thorough quality assurance at every stage of systems development ➤ Determine and develop user requirements for systems in production, to ensure maximum usability
Key Job Duties	<ul style="list-style-type: none"> ➤ Partner with stakeholders across business units (ex: sales, finance, security, compliance) to develop analyses and documentation in a collaborative way, communicating effectively and efficiently with production, managerial, and executive teams ➤ Evaluate, analyze, and communicate systems requirements on a continuing basis, and maintain systems processes, including the delivery of monthly status reports to all appropriate parties ➤ Make Business Process Flowcharts (for existing and new business processes) and communicate business process flow clearly and effectively to the Project Manager and Software Architect. ➤ Author and update internal and external documentation, and formally initiate and deliver requirements and documentation ➤ Conduct daily systems analytics to maximize effectiveness and troubleshoot problems ➤ Develop meaningful and lasting relationships with partners for optimized systems integration, and respond to questions and concerns from managers and executives with supporting research and recommendations ➤ Other duties as and when assigned by the System Analyst, JDA.

Application Support Professional	
Minimum Qualification:	B.E./ B. Tech in Information Technology/ Computer Science/ M. Sc (IT)/ MCA/M. Tech (CS)
Skills	<p>Requires Minimum experience of 3+ years as outlined above for the following:</p> <ul style="list-style-type: none"> ➤ Expert knowledge about computer applications and computer hardware are the basic skills required in an application support specialist. ➤ Installation and Configuration of Enterprise Applications

	<ul style="list-style-type: none">➤ Administration and Management of Enterprise Applications➤ Technical support of Enterprise Applications➤ Helpdesk system
Key Job Duties	<ul style="list-style-type: none">➤ Product Management: Single point of contact for PMIS related issues, handholding, training and managing Overall responsibility for delivery of scope of work and service level agreement➤ User Training: Support in Providing training to end-users on how to effectively use the PMIS system to perform their day-to-day tasks. This includes creating user manuals and conducting workshops or training sessions at various levels.➤ Support and Issue Resolution: Providing post-implementation support, addressing any issues or challenges that may arise during or after the PMIS system's deployment at each Level➤ Other duties as and when assigned by the nodal officer of the project.

Annexure–18: Technology stack

1. It is suggested that the technology stack, available with JDA as part of RSDC/JDA DC Infrastructure, as mentioned below may be utilized for the purpose of development of PMIS Application.
 - i. MS-Windows Server 2012 R2
 - ii. MS-SQL Server 2016
 - iii. Mail
 - iv. Antivirus
 - v. SSL Certificate
 - vi. Domain
2. All necessary licenses of the above-mentioned technology stack, available with JDA as part of RSDC Infrastructure, will be provided by Purchaser. The available technology stack may be shared with other government applications.
3. Bidder may propose the development of Integrated PMIS application using any other similar/ better technology/ products provided:
 - i. Proposed technology/ products should be capable of meeting requirements as defined in RFP which will be assessed by Technology Evaluation Committee during technical bid evaluation phase.
 - ii. Bidder must include the cost of proposed technology/ products licenses in the offered cost of application development cost.
 - iii. Bidder shall provide enterprise-wide perpetual licenses (to be used by citizen and employees of JDA) of proposed technology/ products without any client user access license limitation as well as restriction. Proposed technology/ products licenses should be in the name of Purchaser and support at least 1000 concurrent users along with 5 years OEM support as applicable.
 - iv. The proposed technology/ products licenses may also be utilized by other offices/ departments/ organizations of Government of Rajasthan for development of other applications.
4. Bidders also propose other better solutions/ COTS application to be integrated with PMIS application. In such case bidder shall ensure
 - i. Proposed solutions/COTS application should be capable of meeting requirements as defined in RFP which will be assessed by Technology Evaluation Committee during technical bid evaluation phase.
 - ii. Bidder must include the cost of proposed solutions/COTS application licenses in the offered cost of application development cost.
 - iii. Bidder shall provide enterprise-wide perpetual licenses (to be used by citizen and employees of JDA) of proposed technology/ products without any client user access license limitation as well as restriction. Proposed technology/ products licenses should be in the name of Purchaser and support at least 1000 concurrent users along with 5 years OEM support as applicable.
 - iii. The proposed solutions/COTS application licenses may also be utilized by other offices/ departments/ organizations of Government of Rajasthan for development of other applications.