



**Request for Quotation  
for  
Development and Implementation of Online Monitoring Central  
Software for Real Time Data Acquisition, Assimilation and  
Comprehensive Monitoring of Emission, Effluent Quality and  
Ambient Air of Highly Polluting Industries/ Entities/ Processes/  
Environment  
for  
Rajasthan State Pollution Control Board (RSPCB)**

**Single Source Bid**

[NIB No. F 4.3(160)/RISL/Tech/2015/5482

dated 10/11/2015]

<b>Procuring Authority</b>	Managing Director, RISL, First Floor, C-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)
<b>Last Date &amp; Time of Submission of Bid</b>	

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

**RajCOMP Info Services Limited (RISL)**  
First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur-302005 (Raj.)  
Phone: 0141- 5101313 Fax: 0141-2228701  
Web: <http://risl.rajasthan.gov.in>, Email: [rajeshsaini.risl@rajasthan.gov.in](mailto:rajeshsaini.risl@rajasthan.gov.in)



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## 2. INVITATION FOR BIDS (IFB) & NOTICE INVITING BIDS (NIB)

Ref No.: F 4.3(160)/RISL/Tech/2015/5482  
Unique BID No.: RISL/15/SSP/37

dated 10/11/2015

<b>Name &amp; Address of the Procuring Entity</b>	<ul style="list-style-type: none"><li>Name: RajCOMP Info Services Limited (RISL)</li><li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li></ul>
<b>Name &amp; Address of the Project Officer In-charge (POIC)</b>	<ul style="list-style-type: none"><li>Name: Rajesh Saini</li><li>Designation: Manager, RISL</li><li>Address: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li><li>Email: rajeshsaini.risl@rajasthan.gov.in</li></ul>
<b>Subject Matter of Procurement</b>	Online Monitoring Central Software for real time data acquisition and monitoring of emission and effluent system for Rajasthan State Pollution Control Board (RSPCB)
<b>Bid Procedure</b>	Single Stage-Two part/ envelope Single Source Bid
<b>Bid Evaluation Criteria (Selection Method)</b>	Least Cost Based Selection (LCBS)-L1
<b>Website for downloading Bidding Document, Corrigendum's, Addendums etc.</b>	Websites <a href="http://risl.rajasthan.gov.in">http://risl.rajasthan.gov.in</a> , <a href="http://doitc.rajasthan.gov.in">http://doitc.rajasthan.gov.in</a> and <a href="http://sppp.rajasthan.gov.in/">http://sppp.rajasthan.gov.in/</a> Bidding document fee: Rs.500/- (Rupees Five Hundred only) in Cash/ Demand Draft in favour of "Managing Director, RISL" payable at "Jaipur".
<b>Estimated Procurement Cost</b>	<b>Rs. 10.00 Lacs</b>
<b>Manner, Place &amp; End Date for the submission of Bids</b>	<ul style="list-style-type: none"><li>Manner: By hand delivery, by courier or by post</li><li>Place: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li><li>End Date: 30/11/2015 at 3:00 pm</li></ul>
<b>Date/ Time/ Place of Technical Bid Opening</b>	<ul style="list-style-type: none"><li>Date &amp; Time: 30/11/2015 at 04:00 pm</li><li>Place: First Floor, Yojana Bhawan, C-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)</li></ul>
<b>Date/ Time/ Place of Financial Bid Opening</b>	<ul style="list-style-type: none"><li>Will be intimated later to the technically qualified bidders.</li></ul>
<b>Bid Validity</b>	90 days from the bid submission deadline
<b>Note:</b>  1) In case, any of the bidders fails to physically submit the Cash/Banker's Cheque/ Demand Draft for Tender Fee to 3:00 PM on 30-11-2015, its Bid shall not be accepted. The Banker's Cheque/ Demand Draft for bidding document fee should be drawn in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.  2) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the bids.	

- 3) 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.
- 4) 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.
- 5) The provisions of RTPPA Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the later shall prevail.
- 6) All terms, conditions, rules, regulations and any further amendments to such rules and regulations thereto, mentioned in the RFQ

**-sd-**

**Chairman & Managing Director, RISL**

### 3. ELIGIBILITY CRITERIA

<b>S. No.</b>	<b>Eligibility Criteria</b>	<b>Documents Required</b>
<b>1</b>	The vendor should be ISO 9001 certified for quality of development and servicing of data related software that provides ability for analysing, monitoring and reporting capabilities.	Copy of Certificate
<b>2</b>	The vendor providing the software should have prior experience (Two Organizations) working on highly scalable large scale databases suited for storing time-series data.	List of Organizations where Software was implemented along with Work Order
<b>3</b>	The Vendor should have data stored and handled data in any SPCB or CPCB	Copy of relevant Letters/Work Orders
<b>4</b>	The Vendor should have an excellent experience team for software customization and FMS support.	Team Structure with Experience

## 4. ABOUT RSPCB, PROJECT PROFILE AND BACKGROUND

### 4.1 About RSPCB

The Rajasthan State Pollution Control Board is a body corporate constituted under section 4 of the Water (Prevention and Control of Pollution) Act, 1974. It was first constituted on 7th February 1975, with the objectives of prevention, and control of water pollution and maintaining or restoring of wholesomeness of water. Later, it was also entrusted with the responsibilities of prevention, control and abatement of Air Pollution under the provisions of Air (Prevention and Control of Pollution) Act, 1981. Water (Prevention and Control of Pollution) Cess Act, 1977 has been enacted to make the State Board financially independent. Under this act the State Board has been given powers to collect Cess on the basis of water consumed by the industries etc.

Enactment of the Environment (Protection) Act, 1986 has further widened the scope of the activities of the Board. This Act being umbrella legislation, different rules for addressing the problems of various sectors have been enacted under this Act. The State Board is engaged in implementation of the following rules under EPA, 1986.

- Water (Prevention & Control of Pollution) Act, 1974.
- Rajasthan Water (Prevention & Control of Pollution) Rules, 1975.
- Water (Prevention & Control of Pollution) Cess Act, 1977.
- Rajasthan Water (Prevention & Control of Pollution) Cess Rules, 1978.
- Air (Prevention & Control of Pollution) Act, 1981.
- Rajasthan Air (Prevention & Control of Pollution) Rules, 1983.
- Environment (Protection) Act, 1986 & Rules Thereunder.
- Manufacture, Storage & Import of Hazardous Chemical Rules, 1989.
- Manufacture, Use, Import, Export & Storage of Hazardous Micro-organisms/Genetically Engineered Organisms or Cells Rules, 1989.
- Public (Liability) Insurance Act, 1991.
- Environmental Impact Assessment (Aravali) Notification Dated 07/05/1992.
- Chemical Accidents (Emergency Planning, Preparedness & Response) Rules, 1996.
- Bio Medical Waste (Management & Handling) Rules, 1998.
- Fly Ash Act, 1999.
- Municipal Solid Waste (Management & Handling) Rules, 2000.
- Noise (Pollution Control & Regulation) Rules, 2000.
- Ozone Depleting Substances (Regulation) Rules, 2000.
- Battery (Management & Handling) Rules, 2001.
- Taj Trapezium Pollution (Prevention & Control) Authorization Notification, 2003.
- Environmental Impact Assessment Notification Dated 14/09/2006.
- Hazardous Waste (Management, Handling and Trans boundary Movement) Rules, 2008.
- Plastic Waste (Management & Handling) Rules, 2011.

## 4.2 Project Profile

### 4.2.1 About Central Monitoring Software

The Central Pollution Control Board (CPCB) has issued direction under section 18(1) b of the Water (Prevention and Control of Pollution) Act, 1974 & section 18(1) b of the Air (Prevention and Control of Pollution) Act 1981 directing the RSPCB to issue direction to 17 category of highly polluting industries, Common Effluent Treatment Plants (CETP's), Common Bio-Medical Waste Treatment and Disposal facilities, Common Hazardous Waste Treatment and Disposal facilities, Municipal Solid Waste Handling Facilities and the industries directed by the RSPCB/CPCB, to install online analysers for real time monitoring of the emission and/or effluent quality. RSPCB has decided for Development of Central Software for real time data acquisition and assimilation for online monitoring of emission and effluent quality systems installed by the industries for monitoring of compliance of the following:

- To install online continuous stack Emission Monitoring Systems (CSEMS) in 17 categories of highly polluting industries and in Common Hazardous and biomedical waste incinerators for the parameters (industry/sector specific parameters) mentioned in the consent to operate/authorization.
- To install online effluent quality monitoring system at the outlet of effluent treatment plants of 17 category industries and in CETPs for the measurement of the parameters (industry/sector specific parameter) like flow, pH, COD, BOD, TSS and for other consented parameters as per the guidelines provided.
- To connect and upload the online emission and effluent monitoring data at RSPCB/CPCB server in a time bound manner
- To ensure regular maintenance and operation of the online system with temper proof mechanism having facilities for online calibration

### 4.2.2 Project Objectives and Goals

The Main objectives of the Central Software for real time data acquisition and monitoring of emission and effluent system for RSPCB are:

- Data can be transmitted from all the industry/entities/processes and ambient monitoring stations to the Server installed in Rajasthan State Data Center (RSDC) with frequencies as prescribed time to time, by CPCB/RSPCB/MoEF&CC, for online analyzer on real time basis.
- All the Protocols of available analyser used by the Industries of Rajasthan as approved by CPCB/RSPCB will be added in the software for monitoring purpose

- Digitally Signed data can be transmitted to the Central Server in RSDC in the prescribed format (Common API for all the Vendors).
- The data can also be transferred to CPCB Servers directly by the Industry without impacting integrity and correctness of data as well as analysers.
- This Software has the feature to analyse data on basis of frequency/type/process etc depending on the various parameters. Analysis shall also be on the basis of notified standards for each monitoring locations & parameters.
- This software shall have the feature for real time online calibration of the analyzers as per requirement and protocols of CPCB/RSPCB.
- In case of zero discharge status the facility of online video feed with tilt & zoom facility is also required to be provided.

#### 4.3 REAL-TIME ON LINE EFFLUENT/EMISSION MONITORING AND DATA MANAGEMENT

##### 4.3.1 Data collection

The software should have advanced data collection, assimilation and analysis capabilities. It shall have capabilities for quickly downloading of data from multiple and a wide range of data loggers and through different communication channels, simultaneously. The facility shall be of directly fetching the data without any intermediate software/server, from data logger to the SPCB server.

Users shall have a choice of automatic download periods from 1 minute to 24 hours. A pre-defined cycle for automatic data collection and report generation should be available. It should have facility for reports to be sent to concerned officials and published on website. The multiple communication media shall be provided which shall include but not limited to RS 232, TCP/IP, Ethernet, 3G Network, Dial-up Network, Data file, SQL (Structured Query Language) Multi users access, etc.

The software should integrate all major protocols used in but not limited to data loggers, including EnviDAS, Campbell Series (PakBus, TOA5, etc.), DT Series (100,500,800 etc.), Ecotech Series (EC98xx, EC9400DAS, etc.), Met one (E-BAM, BAM1020, etc.), Thermo (Thermo 1400, 1405, etc.), Environment SA, Chemetrol etc. The software support team should quickly integrate and maintain a new protocol, if required in a time-bound manner.

The integration of protocol shall also need requirement of CPCB as limitation, on the grounds of protocols, file types, communication links, etc., will not be accepted. All the protocol parameters shall be available to the scientific team for analysis of veracity of prescribed time to time data, instrument health, ambient parameters, conditions etc.

The software shall have capabilities for minimum two channels of communication with data logger to avoid connection failure. The delayed data shall have such flags as may be required. All the relevant flags shall be integrated to ascertain authenticity and verifiability of data.

#### **4.3.2 Data Reports**

Data should be presented in reports as tables, bar graphs, distribution graphs, frequency graphs, polar plots, pollution-rose, wind-rose, etc. Advanced graphical reporting tools should be available for combining various parameters including but not limited to with Standards-Violation reports, a pollution index or a map showing the physical location, direction of pollutants and weather, modelling, forecasting. Easy to use interface should be a standard feature for generating various reports. This feature will support Microsoft Office type interface, Drag and drop Interface, Cut/copy/paste objects, Report templates (Create and Reuse), Report quick start wizard, generation of multi-page reports, preview report outputs, Custom formatting for numerical values, Customizable table and graph outputs, Header and footer wizards, watermarking of reports.

Reporting tool should enable the user to fully customize his reports, allow inserting images, texts, graphs and enable different set of fonts, colours, styles, etc. Different set of reports are to be stored at configured locations for future reference & use. A report scheduler should be provided for generating real-time data reports at a pre-defined frequency and user selected parameters.

Various data reporting objects should be incorporated based on a vast array of data calculations. Some of these includes, but not limited to, are Latest, Earliest, Minimum, Maximum, Average, Standard Deviation, Geometric Mean, Geometric Standard Deviation, Quartiles, Sum, Nth minimum, Nth maximum, Nth percentile, Excedance count, log means, Statistical sampling parameters, hypothesis testing, vector average and vector sum. The graphs are expected to generate based on the calculations of Averages, Maximums, Minimums, Standard deviations, Percentiles, quartiles, Log means, Average pollution plots, Percentage pollution concentrations, Frequency distribution histogram-

linear/logarithmic/log-normal/Gaussian, Cumulative frequency distribution plots-linear/logarithmic/log-normal/Gaussian, Wind rose, polar pollution, polar scatter plots, pollution indices, etc.

The data reporting shall also include the facility for benchmarking across the industry or across the sector across the total industries in the State and in case data available from CPCB with the industries across the Nation.

#### **4.3.3 Alarms**

An alarm notification function, automatically generating alarm reports is required. The reports are sent to the standard list concerned officials through SMS, e-mail and published on web page. Alarms are generated whenever an instrument or station is not working, when there is a communication failure, when data is outside a pre-defined range, when pollutants are exceeding the stipulated standards, when calibrations issues are noticed or when specific weather conditions exist.

User should have a tool for easy configuration of data quality parameters to fix the tolerance values, separately for each channel.

#### **4.3.4 Remote Operations**

The real-time system is expected to have a two-way communication network to make the field analysers available to concerned officers all the time from any remote location. These remote operations include verification of configuration, online calibration, diagnostics at a click of a button, trigger the camera or other equipment and not by only clicking CAL function.

#### **4.3.5 Configuration**

The software should be able to establish two-way communication with the field analysers sending and receiving data on health of the instruments. The diagnostics of the instruments and the equipment installed in the field should be transmitted at pre-designated time intervals. All important parameters are incorporated for user to select the relevant or all parameters. At a click of a button, the health of the analysers should be displayed in easy to identify colours. User interface will provide the options for obtaining the required data and enable the users to have access & control the systems.

All system changes are recorded in log files and database is generated containing complete details. The software should facilitate the user to have access to the category-wise or query-based data from the database. An inbuilt system should protect the field analysers from

unauthorized access or tampering by way of proper security measures such as access passwords.

#### **4.3.6 Calibration**

The software should facilitate remote calibration by checking the zero/span values. System will be calibrated by sending a command from the Central servers at any point of time. The software should generate database of all such remote calibrations giving full details, including the names of those authorized persons conducted the calibration procedures. The software should display the on-going process of calibration visible to the user, along with the status in an easy-to-understand manner displaying various stages in colours. The user should have the options for start, pause and stop embedded in the system. This facility shall establish the direct communication with the analyser not through the equipment suppliers or industry server.

The system should have all historic data with an option to transfer the databases and also to print or share the databases in full or in parts.

#### **4.3.7 Data validation and auditing**

The software should display downloaded data directly on the screen and provide the most sophisticated but easy to use data validation facilities available. It should ensure the validation process accurate, fast and easy, in addition to providing functionality for advanced data correction. It is expected that the data should be validated with the click of a button.

#### **4.3.8 Display**

Data in the database should be shown in a table, each cell showing distinct background colour displaying the status of the data. When the cursor is in a particular cell that status of that data is displayed as the cursor is placed in a cell through mouse-over action. A provision must be made for importing the data with pre-defined ranges for different parameters with a tag of VALID.

Data should also be displayed in an easy-to-view dynamic graph which can be zoomed and manipulated multiple ways to get an instantaneous idea of data trends. The graph should enable to plot changed data against original data, allowing a quick visual comparison of both sets. The dynamic data graph should also enable large amounts of data to be selected and manipulated/validated.

#### **4.3.9 Validation**

Data validation should allow quick validation of data and assign a reason for the action taken. A set of data in blocks or columns should be highlighted and a single common reason could be assigned to it by using a simple drag and drop action. This action should also include transformations of data such as offsets, multipliers or directly editing the value.

Any changes to data in the database require the official to enter a reason for executing the change. All such changes are to be tagged in the data as being edited and should place an entry in the audit log automatically. The audit log should be displayed all the time and show the history of every single change made in the data, reasons for changes and persons responsible for these change. Provision should be made to reverse the changes made to the data with simple action.

The data delay flag shall be automatically assigned with the time stamps. All the data shall have time stamp. In case of each parameter monitored by the analyser, the requisite protocol parameters and flags for the instruments shall be available for validation or otherwise of the data. The software shall have the facility for inclusion/exclusion/flagging the data and parameters for analysis purpose along with due log and verification reports.

#### **4.3.10 Web Module**

The Web module should contain smart web pages displaying data and reports in an easy to display manner. Data displayed on a web page should be in multiple formats and provide the user with total control to view both current and historical data for multiple time periods using a web browser. Web module should generate one or more “permalinks” which can be embedded into a web site by a website administrator. The report outputs are generated in HTML, Adobe PDF and Graphical formats (JPG, PNG, BMP, TIFF, GIF, EMF etc.)

A flexible dashboard should be made for users to design and display a suitable data summary. The web module should be browser independent and display the web pages without any distortion.

## 5. SCOPE OF WORK

Specification of Real Time Data Acquisition and Monitoring Software for Emission, Ambient Air Monitoring and Effluent.

### 5.1 Customization, Installation, Testing & Commissioning (SITC) of the Central Monitoring Software for real time data acquisition and monitoring of emission and effluent parameters from the various industries located across Rajasthan for RSPCB

#### A. Software Features

1. To acquire accurate real time measurements of the Emission, Ambient and Effluent parameters directly from the analysers installed at the industry site without any intermediate conversions, logics or changes.
2. To detect exceedance of monitored parameter for the prescribed standards and provide real time alerts on the same.
3. Provide a multi-client open architecture platform that supports any analyser (make and model) and on a single integrated database system which supports all type of communication between the industry and the regulator.
4. To have Multiple Authorization Levels.
5. Online monitoring systems should have an universal format of connectivity that can accept real time data from **any installed analysers (make or model)** in the industry. Industry should be able to choose any analyser make and model that is approved Internationally or by the Central Pollution Control Board for monitoring the ambient, effluent and emission parameters and the existing investment in the equipment by the industry can be utilised. The client software should be able to connect to the server based on the exposed API.
6. Provide a highly scalable system that can connect more than 1000 industries simultaneously in real time with a non-proprietary highly scalable backend database suitable for storing Time-Series Data.
7. During collection and transmission, the platform should utilise digital encrypted communication to ensure authentic data is received and data origination location (GPS coordinates) and source signature are also verified. Digitally Signed data can be

transmitted to the Central Server in RSDC in the prescribed format (Common API for all the Vendors).

8. The software should provide reporting capabilities to display trend graphs, configurable alerts, tabular data charts, wind-rose chart and data validation interface.
9. The software should have the ability to develop custom made on-demand reports with capabilities to export the data into PDF, CSV and Excel formats.
10. Entire Source code of the software should be provided to the Pollution Control Board and the board should have the ability to review any specific module to validate the business logic and the data handling process.
11. Should have provision to share the database with the CPCB server database as and when required.
12. The database should be able to support data storage and query for 10 years of data collected from all the industry sites with minimum of 1 minute interval. The database should be scalable to support 1000+ concurrent connections and should be able to store and process more than 100 Terabyte of data.
13. The Central Server Module should have pre-configured threshold limits for the various monitored parameters based on the industry type as per the Central Pollution Control Board directives for each of the industry types.
14. The Central Server Module should be able to identify any unauthorized data uploaded for a industry site by verifying the site security certificates and mark those data separately
15. The Central Server Module should be able to send pre-configured template based SMS and Emails for alerts and alarms generated based on the configured rules.
16. The Central Server Module should have facility to transfer data to other server at regulator side at periodic interval for data backup and recovery requirements.
17. The Central Server Module should be able to support data encryption and security at the server side. The data received from the site should be decrypted and data security ensured.
18. The Central Server Module should be able to capture the IP address from which the data was sent for audit purposes.

19. The central server should be available 24/7 for 365 days for data collection. The system should provide automated redundancy so that industry site should be able to continuously send the data
20. Integration of the Software with the MIS Application of RSPCB
21. Customization of the Software as per requirements of RSPCB and Modification as per the guidelines of CPCB
22. Setup of the Master data of all the industries in the Real Time Online monitoring software

**B. Safe to Host Certification:**

System shall be “Safe to Host” Compliant i.e. application security features (under OWASP guidelines) shall be audited by Third Party Auditor (TPA) & the cost shall be borne by RISL. The efforts required to resolve any issues identified by TPA are included in the application development scope. Bidder need to help to achieve the compliance & ensures that the portal is Safe for Hosting in RSDC as Go Live.

**C. Assistance to Third Party Auditor (TPA) appointed by RSPCB:**

RSPCB may appoint Third Party Auditor (TPA) at its own cost to conduct the technical review and audits of work performed by Selected Bidder. Selected Bidder shall provide access of the systems as required by TPA for conducting the audits etc. Gaps/ issues identified by the TPA will be decided mutually between RISL, RSPCB and Selected Bidder and shall further be taken up for resolution by Selected Bidder.

**D. User Acceptance Testing (UAT):**

The selected bidder shall properly test the RSPCB Central Software thoroughly and conduct unit and integration testing at his end before deploying the Application for UAT. RSPCB shall conduct functional testing of Software once the functional demonstration of Central Software is over.

The selected bidder shall also be responsible for:

- Preparation and submission of Test Strategy, UAT test cases and Test Results
- Assist Purchaser in carrying out user acceptance of solution.
- Rectifying the issues/ bugs reported in Central Software for online Monitoring during the UAT.
- Final approval/user acceptance of the Central Software Application shall be given by RISL. This is the responsibility of the Selected Bidder to obtain the UAT approval from the RISL.

#### E. Proposed Security Architecture

Envisaged security architecture for the solution is provisioned as below:

- **User Level Security:** Restricted areas of the application will only be accessible through pre-defined user access rights. Users logging into application using username and password and if required dual factor authentication can be incorporated i.e. logging into system using biometric authentication along with username & password.
- **Database Level Security:** Other than built in database access logic in Software Solution, provision to control direct access to database server by any unauthorized user shall be done. Only authorized database administration users with assigned privilege shall be allowed to access database.
- **Application Level Security:** Application shall have Role based access, encryption of user credentials and storing of user credentials for users. Application level security controls should be provisioned in the application for following:
  - Prevent SQL Injection Vulnerabilities for attack on database
  - Prevent XSS Vulnerabilities to extract user name password
  - Secure Authentication and Session Management control functionality shall be provided
  - Prevent Security Mis-configuration Vulnerabilities
  - Prevent Failure to Restrict URL Access Vulnerabilities (By providing authentication and authorization for each sensitive page, use role-based authentication and authorization and make authentication and authorization policies configurable
  - Prevent invalidated Redirects and Forwards Vulnerabilities
- **Infrastructure Level Security:** Application infrastructure will be hosted in a State Data Center as provided by GoR.

#### F. Training

- a) Training of staff is essential for ensuring that the software developed is actually put to use. Hence, the selected bidder shall also ensure a proper hands-on training to the designated end-users of RSPCB on the Central Monitoring Software developed by it so as to make them well conversant with the functionalities, features and processes built in the Application.
- b) Training shall be conducted at Jaipur Office and may have multiple sessions as per the need and requirement of the project/ application. Hence, Bidder shall conduct Training Needs Analysis of all the concerned staff and drawing up a systematic training plan. The training duration should be sufficiently long for effecting meaningful assimilation of training content by an average user. There should be sufficient number of trainers in every training session for conducting the training program.
- c) The content of the training plan and schedule shall be decided by RISL/RSPCB and the selected bidder later at an appropriate time period.

- d) The requisite training infrastructure like training space, computers, projector with screen, and connectivity to Server shall be provided by the RISL.
- e) The Bidder shall provide training material (role base), the language of training material shall be in Hindi or English.
- f) The Bidder shall ensure that all the training documentation in Hardcopy and Softcopy is in place (user training, operation procedures, visual help-kit etc.).
- g) Bidder shall bear all the expenses towards its resource person/ faculty.
- h) Bidder shall submit details of each training session including Attendance Record (in Hard Copy)
- i) Indicative Training needs identified for RSPCB before Go-live of phase are:

Sl. No.	Description of Training	No. of employees to be trained approx.	Batch Size	No. of Batches	Estimated No. of Training Session per batch including hands-on training on the application
1	Training on Central Software for Online Monitoring of real time data acquisition and monitoring of emission and effluent system of RSPCB	40	20	2	4
One Training sessions shall be of 4 hour each. Number of Batches or Number of Sessions per batch may increase or decrease.					

**5.2 Onsite Support & Maintenance of Central monitoring Software for one year (FMS):**

- a) BIDDER shall provide Support and Maintenance (FMS) services for RSPCB Central Software. The Support & Maintenance services shall start from Go-live of the modules.
- b) The bidder is required to do all the modification as per the guidelines of CPCB and customization requirements by RSPCB during the project period.
- c) During the support period of one year all the Software upgrades will be provided to RSPCB by the Bidder.
- d) Selected bidder will deploy one technical assistant in RSPCB Head Office for site connectivity monitoring, SMS & Email verification and monitoring the Online monitoring systems for Alert Generation and resolution from the industries. The Technical Assistant should be graduate and Govt. Recognized One Year Computer Diploma Holder. If required, additional requisite number of resources to provide operational support services for the developed Central Software for RSPCB from back

office. The technical assistant may carry out day to day operations of the Central Software for a period of one year starting from the date of Go-live.

e) **Managed Services during Support and Maintenance Period**

**i. Corrective Maintenance Services**

- The Bidder shall be responsible of troubleshooting of Central Monitoring Software problems and rectification of the same.

**ii. Support & Maintenance Services**

- Master data creation of the industries for transmitting the data of the analyser to the Central Server
- Overall administration, operations, monitoring, maintenance of the deployed Central Monitoring Software and the Database to ensure the desired uptime.
- During Support & Maintenance (FMS) period RISL/RSPCB may request Bidder, to make necessary changes in the layout, colour schema, MIS reports format, input forms layout etc. The Bidder shall be responsible to make these changes at No extra cost to purchaser.
- The Bidder shall provide support on following activities
  - Provide support to the industries for transmitting the data to the Central Software of RSPCB
  - Minor changes in software on instruction of RSPCB / RISL
  - Defect Fixing reported by RSPCB / RISL
  - Support required to integrate the Central software with the RSPCB MIS Application
- Maintain version control and archives of source code, and web site content and database

**iii. Support & Maintenance Reports**

- The Bidder shall have to submit certain key deliverables during Support and Maintenance Period which are mentioned hereunder. However, in addition to the reports/ deliverables as indicated below, Bidder shall prepare and submit all other required information in the desirable format as notified by the purchaser related to project.
- The formats for all the reports shall be prepared by the Bidder and submitted to the purchaser for approval. The reports submitted by the Bidder should strictly be in the approved format only which, if required, may be revised from time to time.

Sr .N o.	Activity	Deliverable	Frequency	Time Frame
1.	SLA Support & Maintenance (FMS) (User)	Log reports of problems resolved, unresolved and	Bimonthly (Online through email etc.)	Bimonthly

		escalated issues duly signed by RSPCB		
		Consolidated Report on Calls Logged, Resolved and Escalated duly signed by RSPCB	Quarterly (In Hardcopy)	Within 1 Week of end of each Quarter

**5.3 Roles & Responsibilities (Stakeholder-Wise)**

**a) Monitoring of Contract:** Contract shall be monitored jointly by RISL and RSPCB from time to time.

**b) Responsibilities of RISL**

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

- Coordinate with other government agencies and RSPCB
- Conduct review meetings at regular intervals to monitor the progress of the project.
- Facilitate RSPCB for implementation of the Software.
- Review, provide feedback and approve the software design, implementation approach, and other technical documents submitted by the selected bidder.
- Co-ordinate with the RSDC Operator and other stakeholders of the project.
- To oversee the proposed training plan
- Recommendation of change requests to Technical Committee with the finalization of efforts estimation, cost estimation, milestone and payment
- Review and approve the payments to the Selected Bidder as per SLA
- Any other help/ assistance/ co-ordination required for the successful implementation and operations of the work/ project

**c) Responsibilities of RSPCB:** The roles and responsibilities of the RSPCB shall be as follows: -

- To identify and appoint senior nodal officer(s) and nodal team for facilitating the project execution
- To coordinate with all the stack holders of the project.
- To provide necessary support during requirement gathering, sharing of manual templates and explain the functional requirements in detail to the selected bidder
- Ensure and provide timely and required support to RISL in implementation of the central monitoring software
- Review functional aspects of the project and approve functional and training document and ensure their timely project sign offs.



**RFQ: Central Monitoring Software for real time data acquisition and monitoring of emission and effluent system for RSPCB**

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- To do functional testing and required support to RISL in providing UAT sign-off.
  - Provide Infrastructure including Computer, Connectivity for Operational Services provided by bidder.
- d) Responsibilities of System Integrator (Bidder):** The detailed role & responsibilities of Bidder has already been described in the scope of work of Chapter 4 of this RFP.

## 6 PROJECT DELIVERABLES, MILESTONES & TIME SCHEDULE

a) In view of the volume and complexity of the Project, Selected Bidder is expected to carry out all ground work for implementation including documentation, coordination with RSPCB, Industries and other stakeholders of the project etc. These reports or deliverables are to be submitted timely by Selected Bidder to the RISL / RSPCB to ensure the timely and smooth execution of project. Certain key deliverables are identified which are mentioned hereunder. However, Selected Bidder has to prepare and submit any required information in form of Reports / excel sheet / document desired by RISL related to RSPCB other than defined hereunder in the table.

b) The milestones and deliverables for the Central Software for Online Monitoring are as follows:-

S. No.	MILESTONES / Module Name	DELIVERABLES	Time Schedule T0=Work Order Date
1	Customization, Installation, Testing & Commissioning (SITC) of the Central Monitoring Software for real time data acquisition and monitoring of emission and effluent system for RSPCB	<ul style="list-style-type: none"> <li>• Software DVD</li> <li>• Installation of software in RSDC</li> <li>• Configuration/Status Report of Industries in Software</li> <li>• Report of the Customization of Software</li> <li>• Training Report</li> <li>• User Manual</li> <li>• Security Audit Report</li> <li>• UAT of Technical Committee of RISL</li> <li>• Go Live of Application</li> </ul>	T1 = T0 + 90 days
<b>FMS Support &amp; Maintenance of Central monitoring Software after Go-live</b>			
2	Onsite Support & Maintenance of Central monitoring Software for One year after Go-live	<ul style="list-style-type: none"> <li>• One Technical Assistant at RSPCB, Jaipur</li> <li>• Monthly Attendance Sheet</li> <li>• Satisfactory Performance Certificate of RSPCB for each quarter</li> <li>• Support &amp; Maintenance reports as per scope of work</li> </ul>	One Year from the date of Go-live

d) For each of the milestone, the timeline shall start from the next day of the completion of the previous milestone.

- e) It may also be noted that the time schedule for each milestone shown in the table above would be enforced independently. Any delay in the approval of the deliverable(s) submitted by the Bidder to RSPCB shall not account for the delay on Bidder’s part.
- f) The selected bidder has to design and implement a very detailed plan of implementation that seeks to execute several activities in parallel, adopts critical path method and commits additional resources to activities falling behind schedule so as to keep up with the overall deadline of implementation as mentioned above. The time specified for delivery and other activities as mentioned in the table above shall be deemed to be the essence of the contract and the selected bidder shall arrange supplies and provide the required services within the specified period.

g) **Deliverables for Operational Support Services:** Selected Bidder shall submit the following report every quarter for operational support services

Sr. No.	Activity	Deliverable	Frequency
1.	SLA Support & Maintenance (FMS) (User)	Log reports of problems resolved, unresolved and escalated issues duly signed by RSPCB	Bimonthly
		Attendance Sheet of the Technical Assistant	Monthly
		Consolidated Report on Calls Logged, Resolved and Escalated duly signed by RSPCB	Quarterly (In Hardcopy)

- h) **Project Duration**
  - The expected Contract/ Project Period is one year and Four months which shall commence from the date of signing of Agreement till Completion of one year of Support & Maintenance after Go-live of the project.
  - It is responsibility of Bidder to scale up the Support and Maintenance team as and when required to confirm smooth project execution throughout the duration.

## 7. INSTRUCTION TO BIDDERS (ITB)

### 1) Format and Signing of Bids

- a) The bidder shall prepare one original set of the bidding documents called Bid in the manner as specified in the bidding document.
- b) The bid shall be typed or written in ink and it's all the pages shall be signed by the bidder or a person duly authorised to sign on behalf of the bidder, in token of acceptance of all the terms and conditions of the bidding documents. This authorisation shall consist of a written confirmation as per "Annexure-3: Certificate of Conformity/ No-Deviation" of the bidding document and shall be attached to the technical bid.
- c) Any corrections in the bid such as interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the bid.

### 2) Sealing and Marking of Bids

- a) Bidders may submit their bids by post or by hand delivery in one large single envelope.
- b) The inner and outer envelopes shall: -
  - a. bear the name and complete address along with telephone/ mobile number of bidder, bear the NIB and any additional identification marks as specified in the bidding document; and
  - b. bear a warning not to be opened before the time and date for bid opening, in accordance with the NIB.
- c) If all envelopes are not sealed and marked as required, the procuring entity shall assume no responsibility about its consequences.
- d) A Single stage-Two part/ envelope system shall be followed where: -
  - a. Technical Bid, including fee details and all the eligibility documents, should be enclosed in one sealed envelope
  - b. Financial Bid should be enclosed in second sealed envelope
  - c. The envelopes containing the technical and financial bid shall then be enclosed in one large single outer envelope.

- e) The technical bid, including all the eligibility documents, shall consist of the following documents: -

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

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

S. No.	Documents Type	Document Format
1.	Financial Bid – Covering Letter	On bidder’s letter head duly signed by authorized signatory As per Annexure-4
2.	Financial Bid – Format	As per Annexure-4

- 3) **Tender Fees** – Bidding document fee: Rs.500/- (Rupees Five Hundred only) in Cash/ Demand Draft in favour of “Managing Director, RISL” payable at “Jaipur”.

In case, any of the bidders fails to physically submit the Cash/Banker’s Cheque/ Demand Draft for Tender Fee to 3:00 PM on 30-11-2015, its Bid shall not be accepted. The Banker’s Cheque/ Demand Draft for bidding document fee should be drawn in favour of “Managing Director, RajCOMP Info Services Ltd.” payable at “Jaipur” from any Scheduled Commercial Bank.

4) **Deadline for the submission of Bids**

- a) Bids shall be received, by the person, designated for the purpose, by the procuring entity or directly dropped in the bid box, at the place and up to the time and date specified in the NIB.
- b) Normally, the date of submission and opening of bids would not be extended.

5) **Late Bids**

- a) The person authorised to receive the bids shall not receive any bid that is submitted personally, after the time and date fixed for submission of bids.
- b) Any bid, which arrives by post after the deadline for submission of bids, shall be declared and marked as “Late” and returned unopened to the bidder by registered post.

6) **Receipt and Custody of Bids**

- a) The bids shall be received by hand delivery, by courier or by post in the specified format up to the specified time and date and at the specified place, by the person authorised by the procuring entity.

7) **Withdrawal, Substitution, and Modification of Bids**

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

8) **Opening of Bids**

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

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

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

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

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

- a) The process of opening, marking and signing on the financial bids shall be as prescribed above.
- b) the names of the bidders, the efforts of different resources given by them and conditions put, if any, shall be read out and recorded;
- c) conditional bids are liable to be rejected;
- d) the bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial bids and recommend the lowest offer for acceptance to the procuring entity
- e) The members of bids evaluation committee shall give their recommendations below the table regarding lowest bid or most advantageous bid and sign it.
- f) it shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

#### 11) **Comparison of rates of firms outside and those in Rajasthan**

While tabulating the financial bids of those firms which are not entitled to price preference, the element of Rajasthan Value Added Tax (RVAT) shall be excluded from the rates quoted by the firms of Rajasthan and the element of Central Sales Tax (CST) shall be included in the rates of firms from outside Rajasthan for financial bid evaluation purpose.

#### 12) **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.

#### 13) **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.

**14) Acceptance of the successful bid and award of contract**

- a) The procuring entity after considering the recommendations of the bid evaluation committee and the conditions of bid, if any, financial implications, trials, sample testing and test reports, etc., shall accept or reject the successful bid.
- b) The procuring entity shall award the contract to the bidder whose offer has been determined to be the lowest or most advantageous in accordance with the evaluation criteria set out in the bidding document and if the bidder has been determined to be qualified to perform the contract satisfactorily on the basis of qualification criteria fixed for the bidders in the bidding document for the subject matter of procurement.
- c) If the issuance of formal letter of acceptance is likely to take time, in the meanwhile a Letter of Intent (LOI) may be sent to the bidder. The acceptance of an offer is complete as soon as the letter of acceptance or letter of intent is posted and/ or sent by email (if available) to the address of the bidder given in the bidding document. Until a formal contract is executed, the letter of acceptance or LOI shall constitute a binding contract.

**15) 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.

**16) 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.

**17) Right to vary quantity**

- a) 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.

**18) 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.;
  - d. Fixed Deposit Receipt (FDR) of a scheduled bank. It shall be in the name of procuring entity on account of bidder and discharged by the bidder in advance. The procuring entity shall ensure before accepting the FDR that the bidder furnishes an undertaking from the bank to make payment/premature payment of the FDR on demand to the procuring entity without requirement of consent of the bidder concerned. In the event of forfeiture of the performance security, the Fixed Deposit shall be forfeited along with interest earned on such Fixed Deposit.
- d) Performance security furnished in the form specified in clause [b.] to [e.] of (c) above shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the bidder, including warranty obligations and maintenance and defect liability period.
- e) Forfeiture of Security Deposit: Security amount in full or part may be forfeited, including interest, if any, in the following cases:-
  - a. When any terms and condition of the contract is breached.
  - b. When the bidder fails to make complete supply satisfactorily.
  - c. if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
- f) Notice will be given to the bidder with reasonable time before PSD deposited is forfeited.
- g) No interest shall be payable on the PSD.

**19) Execution of agreement**

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

**20) 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. forfeiture or encashment of any other security or bond relating to the procurement;

- c. recovery of payments made by the procuring entity along with interest thereon at bank rate;
- d. cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
- e. Debarment of the bidder from participation in future procurements of the procuring entity for a period not exceeding three years.

#### 21) 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.

#### 22) Appeals

- a) Subject to “Appeal not to lie in certain cases” below, if any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued thereunder, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
  - a. Provided that after the declaration of a bidder as successful in terms of “Award of Contract”, the appeal may be filed only by a bidder who has participated in procurement proceedings:
  - b. Provided further that in case a procuring entity evaluates the technical bid before the opening of the financial bid, an appeal related to the matter of financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.

- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :  
First Appellate Authority: Chairman, RISL  
Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:
- Every appeal under (a) and (c) above shall be as per Annexure-6 along with as many copies as there are respondents in the appeal.
  - 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.
  - 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:
- 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.
  - The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- 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.
  - On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,
    - hear all the parties to appeal present before him; and
    - peruse or inspect documents, relevant records or copies thereof relating to the matter.
  - 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.
  - 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.

### 23) 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.

### 24) 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.

**25) Offences by Firms/ Companies**

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012” has been committed by a company, every person who at the time the offence was committed was in charge of and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of having committed the offence and shall be liable to be proceeded against and punished accordingly:  
Provided that nothing contained in this sub-section shall render any such person liable for any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.
- b) Notwithstanding anything contained in (a) above, where an offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of or is attributable to any neglect on the part of any 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.

**26) 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 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.

**27) 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.

## 8. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

### Definitions

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

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

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

### **1) Contract Documents**

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

### **2) Interpretation**

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

### **3) Notices**

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

### **4) Governing Law**

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

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

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

## **6) Delivery & Installation**

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

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

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

## **8) Purchaser's Responsibilities**

- a) Whenever the supply of services requires that the Supplier/ Selected Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so required by the Supplier/ Selected Bidder, make its best effort to assist the Supplier/ Selected Bidder in complying with such requirements in a timely and expeditious manner.

## **9) Contract Price**

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

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

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

## **11) Taxes & Duties**

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

**12) Copyright**

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

**13) Confidential Information**

- a) The Purchaser and the Supplier/ Selected Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any drawings, documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.
- b) The Purchaser shall not use such documents, data, and other information received from the Supplier/ Selected Bidder for any purposes unrelated to the Contract. Similarly, the Supplier/ Selected Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose other than the design, procurement, or other work and services required for the performance of the Contract.
- c) The obligation of a party under sub-clauses above, however, shall not apply to information that: -
  - i. the Purchaser or Supplier/ Selected Bidder need to share with Education Department or RISL or other institutions participating in the Contract;
  - ii. now or hereafter enters the public domain through no fault of that party;
  - iii. can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
  - iv. otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

**14) Specifications and Standards**

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

**15) Rejection**

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

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

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

- vi. If RSPCB or RISL is in need of the service rendered after expiry of the stipulated delivery period, it may accept the services and issue a letter of extension in delivery period with usual liquidated damages and denial clauses to regularize the transaction.
- d) In case of extension in the delivery period is granted with full liquidated damages, the recovery shall be made on the basis of following percentages of value of service which the supplier/ selected bidder has failed to supply: -

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

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

**17) Patent Indemnity**

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

Such indemnity shall not cover any use of the software or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the software or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ selected bidder, pursuant to the Contract.
- b) If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to above, the Purchaser shall promptly give the supplier/ selected bidder a notice thereof, and the supplier/ selected bidder may at its own expense and in the Purchaser’s name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

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

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

Except in cases of gross negligence or wilful misconduct: -

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

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

- a) The supplier/ selected bidder shall not be liable for forfeiture of its PSD, LD, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- b) For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier/ selected bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the supplier/ selected bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- c) If a Force Majeure situation arises, the supplier/ selected bidder shall promptly notify the RISL in writing of such conditions and cause thereof within 15 days of occurrence of such event. Unless otherwise directed by RISL, the supplier/ selected bidder shall continue to perform its obligations under the contract as far as reasonably practical.

- d) If the performance in whole or part or any obligation under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party at its option may terminate the contract without any financial repercussion on either side.
- e) In case a Force Majeure situation occurs with the Department of College Education or RISL may take the case with the supplier/ selected bidder on similar lines.

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

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

## **21) Termination**

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

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

### **b) Termination for Insolvency**

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



selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

**c) Termination for Convenience**

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

## 22. SOFTWARE TERMS AND CONDITIONS OF TENDER & CONTRACT

a. **Platform: The server-end software should be able to run on Windows/Linux operating system environment.**

At the user-end, various users of the application software system should be able to use their PCs under MS Windows XP/Vista and/or Linux with commonly used office automation tools such as MS Office/Star Office/Abode publishing system along with S-MIME compliant email systems and Internet browsers. The bidder in this regard may specify any minimum software - version requirement. Any proprietary component of the software which is not compliant to international standards should be clearly mentioned. Proprietary components, if any, in the application software should be downloadable from the portal-server by each user free of cost

b) **Software Ownership Rights:** The bidder shall transfer the complete source code along with adequate detailed documents (from the testing phase onwards) ownership right of the application software package to RISL. RISL shall have the right to use the software till perpetuity for any number of users. The source code with version control system should be submitted in a DVD to RISL. The bidder will however be free to use the source code of the application software.

c) In case the bidder is using any third party software, the bidder must have proper legal arrangement with the developer/owner of the software to ensure complete back to back support to RISL. This should also include support on upgrades at no additional cost. Both the parties shall be jointly and severally liable for the effect of performance of software on implementation of the project. For this purpose, the bidder would indemnify RISL against any third party claim by the developer/owner of third party software to the effect.

d) The firm shall provide descriptive schema of database. The firm shall submit all technical documentation of database including names, description and other details of all the technical entities such as tables, fields, queries, forms, reports etc. Documentation of all queries (SELECT, INSERT, UPDATE, DELETE) used in the programs shall also be provided.

The software should be developed in good pattern. Source code should be well documented and follow industry standard code writing practices. RISL shall have the right to check and

approve the coding practices and may ask the firm, at any time, to change full or some part of the code according to the pattern suggested.

- e) **Patent Rights** : In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the software, database etc. or any part thereof, the bidder shall expeditiously extinguish such claim. If the bidder fails to comply and RISL is required to pay compensation to a third party resulting from such infringement, the bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. RISL will give notice to the bidder of such claim, if it is made, without delay.
- f) **Standards of Performance**: The successful bidder shall carry out the tasks/ services assigned and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted norms techniques and practices used in the industry.
- a. The successful bidder shall also adhere to professional engineering and consulting standards recognized by international professional bodies and shall observe sound management, technical and engineering practices.
- b. It shall employ appropriate advanced technology and safe and effective equipment, machinery, material and methods. The successful bidder shall always act in respect of any matter relating to this contract, as faithful advisors to the Purchaser and shall, at all times, support and safeguard the Purchaser's legitimate interests in any dealings with the third party.
- g) **Technical Assistant Personnel** : The bidder shall employ and provide such qualified and experienced personnel as are required to perform the services under the contract.
- h) **Documents Prepared by the Bidder to be Property of Purchaser** : All plans, drawings, specifications, designs and other documents prepared by the successful bidder in the execution of the contract shall become and remain the property of the Purchaser, and before termination or expiration of this contract, the successful bidder shall deliver all such documents to the Purchaser under the contract along with the detailed inventory thereof.



- i) **Passing of Property** : Ownership shall not pass to the Purchaser unless and until the products and documentation thereof have been deployed, tested and accepted, in accordance with the conditions of the contract to the entire satisfaction of the Purchaser.
  
- j) **Acceptance**: The acceptance tests, which shall involve testing of each product, shall be conducted by the successful bidder in the presence of core group of experts nominated by the Purchaser. The acceptance test of each product shall be conducted when the bidder will give in writing that each product has been completely delivered/ installed.

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

### 9.1 Payment Terms and Schedule

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

S. No.	MILESTONES / Module Name	Due Payment after Go Live
1	Customization, Installation, Testing & Commissioning (SITC) of the Central Monitoring Software for real time data acquisition and monitoring of emission and effluent system for RSPCB	70% of the Cost
2	Remaining 30% of Central Monitoring Software and customization cost in 4 equal instalments at the end of each Quarter along with FMS Payment	
<b>FMS Support &amp; Maintenance of Central monitoring Software after Go-live</b>		
3	Onsite Support & Maintenance of Central Monitoring Software for One year after Go-live	100% of the cost of FMS for One Year in 4 Equal Instalments

- b) The supplier's/ selected bidder's request for payment shall be made to the purchaser in writing, accompanied by invoices describing, as appropriate, the goods delivered and services performed, and by the required documents submitted pursuant to general conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- c) Due payments shall be made promptly by the purchaser, generally within sixty (60) days after submission of an invoice or request for payment by the supplier/ selected bidder.
- d) The currency or currencies in which payments shall be made to the supplier/ selected bidder under this Contract shall be Indian Rupees (INR) only.
- e) All remittance charges will be borne by the supplier/ selected bidder.
- f) In case of disputed items, the disputed amount shall be withheld and will be paid only after settlement of the dispute.
- g) Payment in case of those goods/ services which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.
- h) 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 milestones.
- i) Taxes, if any and as applicable, will be deducted/ paid as per the prevalent rules and regulations.

## 9.2 Service Level Standards/ Requirements/ Agreement

Purpose & Duration of SLA: The SLA purpose is to enforce a contract between the IA/selected bidder and Purchaser. The SLA would come into effect from the date of commissioning and until the successful completion of the operations & maintenance period of 1 year.

1. Hours of Operation (Help Desk): The problems encountered during the usage of the application would be reported to the support staff. This would enable the staff to log complaints and take action as per the severity of the reported problem. Also, the hours of Helpdesk operation would be from 9.30AM to 6.30PM and on all the working days. If required, under exceptional circumstances, the Helpdesk would also be operational on nonworking days as well.
  
2. Monitoring & Evaluation: The selected bidder shall provide and make use of following system for monitoring and evaluation

Sr No	SLA Report	Reporting System
1	Down Time of Application software	Through Manual Communication i.e. email communication or by Letter to OIC (Project) by project Stakeholders.
2	Delay in performing software support like upload content/ bugs fixing/ Database Management / Minor change request	Through a web base/phone line call log

**SLRs for Maintenance Support (Quarterly) are as follows (Applicable for official timing from 9:30 AM to 6:30 PM):-**

S. No.	Type of Incident	Response Time	Penalty if not resolved on mutually agreed time period
1	<b>Software Bug</b>	Mutually Agreed with RSPCB	Rs. 200/- per 1 Day
2	<b>Customization Change</b>		Rs. 200/- per 1 Day
3	<b>Non Availability of Technical Support Assistant in RSPCB</b>	Other than allowed Sanctioned Leaves	Per Day Salary + Rs. 200.00/- per day

\* Maximum Penalty will be cost of the FMS of the Quarter. If the problem is not resolved then the Purchaser is free to terminate the contract.

\* Time shall be calculated from the call logged or from mail communication from OIC to Bidder team.

### **8.3 Change Requests/ Management**

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchase Committee will set up a Technical Committee with members from the procurement agency and the selected bidder. If it is unable to reach an agreement, the decision of the Purchase Committee will be final.
- b) RISL may at any time, by a written order given to the bidder, make changes within the general scope of the Agreement in any one or more of the following: -
  - ✓ Designs, specifications, requirements which software or service to be provided under the Agreement are to be specifically developed and rendered for RISL.
  - ✓ The method of deployment, shipping or packing.
  - ✓ Schedule for Installation Acceptance.
  - ✓ The place of delivery and/or the services to be provided by the bidder.
- c) The change request/ management procedure will follow the following steps: -
  - ✓ Identification and documentation of the need for the change - The information related to initiator, initiation date and details of change required and priority of the change will be documented by RISL.
  - ✓ Analysis and evaluation of the Change Request - Impact of the change in terms of the estimated effort, changed schedule, cost and the items impacted will be analysed and documented by the bidder.
  - ✓ Approval or disapproval of the change request – RISL will approve or disapprove the change requested including the additional payments for software development, quoted man-month rate shall be used for cost estimation, efforts of all technical resources- project manager, analyst, software developer, testing engineer, database architecture etc shall be taken into account for total man-month estimation to carry out the s/w development

resulting from the change request. For all technical resources irrespective of their experience and specialisation, the quoted man-month rate shall be used. Efforts of support staff shall not be taken into consideration for this purpose.

- ✓ Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the selected bidder.
  - ✓ Verification of the change - The change will be verified by RISL on implementation of the change request.
- d) All changes outside the scope of supplies agreed to herein which may have likely financial implications in terms of the overall cost/ time of the project shall be undertaken by SI only after securing the express consent of RISL. In the event that the consent of RISL is not received then the change will not be carried out.
- e) While approving any change request, if required, RISL may ask the bidder to deploy the required resources on-site.
- f) If any such change outside the scope of supplies agreed to herein causes an increase or decrease in cost of, or the time required for, firm's performance of any provisions under the Agreement, equitable adjustments shall be made in the Agreement Price or Delivery Schedule, or both, and the Agreement shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of SI receiving the RISL change order which shall not be unreasonably withheld or delayed.



**ANNEXURE-1: BIDDER'S AUTHORIZATION CERTIFICATE** {to be filled by the bidder}

To,

{Procuring entity},

\_\_\_\_\_ ,

\_\_\_\_\_ ,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

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

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



**ANNEXURE-2: SELF-DECLARATION** {to be filled by the bidder}

To,

{Procuring entity},

\_\_\_\_\_

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

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



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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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



**ANNEXURE-3: CERTIFICATE OF CONFORMITY/ NO DEVIATION**

**{to be filled by the bidder}**

To,

{Procuring Entity},

\_\_\_\_\_.

**CERTIFICATE**

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

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

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

Thanking you,

Name of the Bidder: -

Authorised Signatory: -

Seal of the Organization: -

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

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



**ANNEXURE-4: FINANCIAL BID COVER LETTER & FORMAT**

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

To,

{Procuring Entity},

\_\_\_\_\_

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

Dear Sir,

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

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

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

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

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

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

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



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

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

Date:

Authorized Signatory

Name:

Designation:



**RFQ: Central Software for real time data acquisition and monitoring of  
emission and effluent system for RSPCB**

**Financial Bid Format**

<b>S. No.</b>	<b>Description</b>	<b>Amount (Rs.) (inclusive of all taxes levies and duties but excluding Service tax)</b>	<b>Service Tax</b>	<b>Total</b>
<b>1</b>	Customization Supply, Installation, Testing & Commissioning (SITC) of the Central Monitoring Software for real time data acquisition and monitoring of emission and effluent system for RSPCB			
<b>2</b>	Onsite Support & Maintenance of Central monitoring Software for One year after Go-live			
<b>Grand Total (1+2)</b>				

\*Service Tax shall be paid extra at prevailing rates

**ANNEXURE-5: BANK GUARANTEE FORMAT {to be submitted by the bidder's bank}**

**BANK GUARANTEE FORMAT – PERFORMANCE SECURITY (PBG)**

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

To,

The Managing Director,

RajCOMP Info Services Limited (RISL),

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

1. In consideration of the Rajcomp Info Services Ltd. (hereinafter called "RISL") having agreed to exempt M/s .....(hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of an Order No.....dated ..... for the work .....(hereinafter called "the said Agreement") of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs.....(rupees .....only), we .....(indicate the name of the Bank), (hereinafter referred to as "the Bank") at the request of .....Contractor(s) do hereby undertake to pay to the RISL an amount not exceeding Rs.....(Rupees.....only) on demand.
2. We..... (Indicate the name of Bank), do hereby undertake to pay Rs..... (Rupees.....only), the amounts due and payable under this guarantee without any demur or delay, merely on a demand from the RISL. Any such demand made on the bank by the RISL shall be conclusive as regards the amount due and payable by the Bank under this guarantee. The Bank Guarantee shall be completely at the disposal of the RISL and We..... (Indicate the name of Bank), bound ourselves with all directions given by RISL regarding this Bank Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).

3. We.....(indicate the name of Bank), undertake to pay to the RISL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator etc. relating thereto, our liability under these presents being absolute, unequivocal and unconditional.
4. We.....(indicate the name of Bank) further agree that the performance guarantee herein contained shall remain in full force and effective up to <DATE> and that it shall continue to be enforceable for above specified period till all the dues of RISL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the RISL certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We .....(indicate the name of Bank) further agree with the RISL that the RISL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the RISL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RISL or any indulgence by the RISL to the said Contractor(s) or by any such matter or thing whatsoever which would but for this provision, have effect of so relieving us.
6. The liability of us ..... (indicate the name of Bank), under this guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We ..... (indicate the name of Bank), lastly undertake not to revoke this guarantee except with the previous consent of the RISL in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by the RISL. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).



- 9. It shall not be necessary for the RISL to proceed against the contractor before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the RISL may have obtained or obtain from the contractor.
- 10. We ..... (indicate the name of Bank) verify that we have a branch at Jaipur. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur. If the last day of expiry of Bank Guarantee happens to be a holiday of the Bank, the Bank Guarantee shall expire on the close of the next working day.
- 11. We hereby confirm that we have the power(s) to issue this guarantee in your favor under the memorandum and articles of Association/constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power(s) and has/have full power(s) to execute this guarantee for the power of attorney issued by the bank.

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

Signature

(Name & Designation)

Bank's Seal

The above performance Guarantee is accepted by the RISL

For and on behalf of the RISL

**ANNEXURE-6: MEMORANDUM OF APPEAL UNDER THE RTPP ACT, 2012**

Appeal No .....of .....

Before the ..... (First/ Second Appellate Authority)

1. Particulars of appellant:

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

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

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

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

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

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

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

7. Prayer: <please specify>

Place .....

Date .....

Appellant's Signature

**ANNEXURE-7: DETAILS OF SECURITY AUDIT OF WEBSITE/ WEB APPLICATION**

<b>Service/ Audit Type, Methodology &amp; Deliverable</b>
<p><b>1) Application Security Assessment</b></p> <p><u>Methodology:</u> Different website testing techniques are employed to unearth application security vulnerabilities, weaknesses and concerns related to Authentication, Authorization, Session Management, Input/output Validation, Processing Errors, Information Leakage, Denial of Service etc. Typical issues which may be discovered in an application security audit include Cross-site scripting, Broken ACLs/Weak passwords, Weak session management, Buffer overflows, Forceful browsing, CGI-BIN manipulation, Form/hidden field manipulation, Command injection, Insecure use of cryptography, Cookie poisoning, SQL injection, Server mis-configurations, Well-known platform vulnerabilities, Errors triggering sensitive information leak etc. For web applications OWASP (Open Web Application Security Project) guidelines is used for the assessment. All the assessment is carried out using both state-of-the-art tools and manual testing methods.</p>
<p><b>2) System Performance Testing/ Monitoring</b></p> <p><u>Methodology:</u> Today’s business systems have changed dramatically at the advent of multi-tier architecture. Organization’s need to support 3 or more tiers involving, network infrastructure, web servers, application servers, databases, etc. Troubleshooting and to find out the root causes of the performance problems is the basic scope of this test. State of the art tools should be used to monitor and analyse the network traffic/ performance issues.</p> <p>To pin-point which tier is causing problems by inserting unacceptable latencies for the end users. Isolation of the fault to the application, system or network further speeds resolution and minimizes finger pointing among support groups and vendors.</p>

**ANNEXURE-8: DRAFT AGREEMENT FORMAT** {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 by and between RajCOMP Info Services Limited (RISL), having its head office at First Floor, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser/ RISL) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

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

Whereas,

Purchaser is desirous of appointing an agency for development and implementation of Central Software for real time data acquisition and monitoring of emission and effluent system for RSPCB as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated \_\_\_\_\_ of <NIB No \_\_\_\_\_>.

And whereas

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

And whereas

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

And whereas

The supplier has deposited a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) in the form of \_\_\_\_\_ ref no. \_\_\_\_\_ dated \_\_\_\_\_ of

\_\_\_\_\_ Bank and valid up to \_\_\_\_\_ as security deposit for the due performance of the contract.

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

1. The NIB Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ and RFP document dated \_\_\_\_\_ issued by RISL along with its enclosures/ annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by RISL to supplier at the rates set forth in the work order no. \_\_\_\_\_ dated \_\_\_\_\_ will duly supply the said articles set forth in “PROJECT DELIVERABLES, MILESTONES & TIME SCHEDULE” thereof and provide related services in the manner set forth in the RFP, along with its enclosures/ annexures and Technical Bid along with subsequent clarifications submitted by supplier.
3. The RISL do hereby agree that if supplier shall duly supply the said articles and provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFP and Contract, the RISL will pay or cause to be paid to supplier, at the time and the manner set forth in the said conditions of the RFP, the amount payable for each and every project milestone & deliverable. The mode of Payment will be as specified in the RFP document.
4. The timelines for the prescribed Scope of Work, requirement of services and deployment of technical resources shall be effected from the date of work order i.e. \_\_\_\_\_ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or completion period with liquidated damages, the recovery shall be made on the basis of following percentages of value of services which supplier has failed to supply/ install/ complete: -

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

Note:

- i. Fraction of a day in reckoning period of delay in supplies/ maintenance services shall be eliminated if it is less than half a day.
- ii. The maximum amount of agreed liquidated damages shall be 10%.
- iii. If supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrances, he shall apply in writing to the authority

which had placed the work order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.

- iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods is on account of hindrances beyond the control of supplier.
- 6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this \_\_\_\_ day of \_\_\_\_\_, 2015.

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