

2018



Rajasthan Police, Jaipur

**RFP for Hiring of Service of Technical
Experts of Job Specific Assignment**

State Crime Records Bureau

Police Headquarters
Lalkothi, Jaipur, Rajasthan 302015
Phone: 0141-2740743

Web: <http://police.rajasthan.gov.in>, Email: itcell.scrb@rajpolice.gov.in

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LIST OF ABBREVIATIONS/ ACRONYMS

ADGP	Additional Director General of Police
DIGP	Deputy Inspector General of Police
BC	Banker's Cheque
BG	Bank Guarantee
BOM	Bill of Material
BoQ	Bill of Quantity
CA	Chartered Accountant
CAS	Core Application Software
CCTNS	Crime & Criminal Tracking Network and Systems
DB	Data Base
DC	Data Centre
DCRB	District Crime Records Bureau
DD	Demand Draft
DoIT&C	Department of Information Technology & Communication
DSC	Digital Signature Certificate
GOI	Government of India
GST	Goods and Service Tax
INR	Indian Rupees
IPR	Intellectual Property Rights
ITB	Instructions to Bidders
IT	Information Technology
ITeS	Information Technology Enabled Services
LAN	Local Area Network
LD	Liquidated Damages
MHA	Ministry of Home Affairs
MMP	Mission Mode Project

NCRB	National Crime Records Bureau
NIB	Notice inviting Bids
NIC	National Informatics Centre
NOC	No Objection Certificate
OEM	Original Equipment Manufacturer
OS	Operating System
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PoA	Power of Attorney
PSD	Performance Security Deposit
Purchaser/ Tendering Authority/ Procuring Entity	Person or entity that is a recipient of a good or service provided by the bidder under a purchase order or contract of sale. Also called buyer. Rajasthan Police in this RFP document.
RPP	Rajasthan Police Portal
RSDC	Rajasthan State Data Centre
RFP	Request for Proposal
RISL	RajCOMP Info Services Limited
SCRB	State Crime Records Bureau
SLA	Service Level Agreement
SPMU	State Program Management Unit
STPI	Software Technology Parks of India
UI	User Interface
UT	Union Territory
UX	User Experience
VAT	Value Added Taxes
VPN	Virtual Private Network
WAN	Wide Area Network

RFP for Hiring of Service of Technical Experts of Job Specific Assignment

[V-15(16)SCRB/ITCELL/DATA LAKE/2018/4939, 12 September, 2018]

Mode of Bid Submission	Online through e-Procurement/ e-Tendering system at https://eproc.rajasthan.gov.in
Procuring Entity	State Crime Records Bureau
Last Date & Time of Submission of Bid	24 September 2018 at 3:00 p.m.
Date & Time of Opening of Technical Bid	24 September 2018 at 3:30 p.m.

Bidding Document Fee: Rs.1,000/- (Rupees One Thousand only)

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

State Crime Records Bureau

Police Headquarters
Lalkothi, Jaipur, Rajasthan 302015
Phone: 0141-2740734

Web: <http://police.rajasthan.gov.in>, Email: itcell.scrb@rajpolice.gov.in

1. NOTICE INVITING BID (NIB)

Name & Address of the Procuring Entity	Name: State Crime Records Bureau (SCRB) Address: State Crime Records Bureau, Police Headquarters, Lalkothi, Jaipur, Rajasthan 302015
Name & Address of the Nodal Officer Project	Name: Sh. Sharat Kaviraj Designation: DIGP, SCRB Address: State Crime Records Bureau, Police Headquarters, Lalkothi, Jaipur, Rajasthan 302015 Email: itcell.scrb@rajpolice.gov.in
Subject Matter of Procurement	RFP for Hiring of Service of Technical Experts of Job Specific Assignment
Bid Procedure	Single-stage: two parts (envelop) open competitive e-Bid procedure at http://eproc.rajasthan.gov.in
Bid Evaluation Criteria (Selection Method)	Lowest evaluated technically responsive Bidder will be awarded the Contract
Websites for downloading Bidding Document, Corrigendum, Addendums etc.	<ul style="list-style-type: none"> • Websites: http://sppp.rajasthan.gov.in, https://eproc.rajasthan.gov.in, http://police.rajasthan.gov.in • Bidding Document Fee: Rs.1,000/- (Rupees One Thousand only) in Cash Challan/ DD/ BC in favour of "Director, State Crime Records Bureau, Rajasthan" payable at "Jaipur". • RISL Processing Fee: Rs.1000/- (Rupees One Thousand only) in BC/DD in favour of "Managing Director, RISL" payable at "Jaipur".
Estimated Procurement Cost	Rs. 49,20,000/- (Forty Nine Lacs Twenty Thousand Only)
Bid Security and Mode of Payment	<ul style="list-style-type: none"> • 2% of the estimated procurement cost. • In case of Small Scale Industries of Rajasthan, it shall be 0.5% of the estimated procurement cost and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction; it shall be 1% of the estimated procurement cost. Concessional bid security may be taken from registered bidders as specified by the State Government. Every bidder, if not exempted, participating in the procurement process shall be required to furnish the bid security as specified in the Notice Inviting Bids. • Mode of Payment: Demand Draft/Banker's Cheque/Bank Guarantee (in specified format), of a Scheduled Bank in favour of "Director, State Crime Records Bureau, Rajasthan" payable at "Jaipur", or online through eGras on http://egras.raj.nic.in.
Period of download of Bidding Document (Start/ End Date)	<ul style="list-style-type: none"> • Start Date: 13 September 2018 at 11:30 a.m. • End Date: 24 September 2018 at 03:00 p.m.

Manner, Start/ End Date for the submission of Bids	<ul style="list-style-type: none"> • Manner: Online at e-Procurement website (http://eproc.rajasthan.gov.in) • Start Date: 13 September 2018 at 11:30 a.m. • End Date: 24 September 2018 at 03:00 p.m.
Submission of Banker's Cheque/ Demand Draft for Tender Fee, Bid Security, and Processing Fee*	<ul style="list-style-type: none"> • From 11.30 AM onwards on 13 September 2018 and up to 3:00 PM on 24 September 2018
Date/ Time/ Place of Technical Bid Opening	<ul style="list-style-type: none"> • Date: 24 September 2018 03:30 p.m. • Place: State Crime Records Bureau, 7th Floor, Police Headquarters, Lalkothi, Jaipur, Rajasthan 302015
Date/ Time/ Place of Financial Bid Opening	Will be intimated later to the technically qualified bidders
Bid Validity	90 days from the bid submission deadline. The bid security must remain valid 30 days beyond the original or extended validity period of the bid.

Note:

- 1) The complete bidding document has been published on the website <http://eproc.rajasthan.gov.in>, <http://sppp.rajasthan.gov.in> and www.police.rajasthan.gov.in for the purpose of downloading. Bidder (authorised signatory) shall submit their offer on-line in Electronic formats both for technical and financial proposal. However, DD for Tender Fees/Bid Document fee, RISL Processing Fees and Bid Security should be submitted physically at the office of Tendering Authority as prescribed in NIB and scanned copy of the same should also be uploaded along with the technical Bid/cover.
- 2) The Banker's Cheque/ Demand Draft for Bidding document fee and Bid Security should be drawn in favour of "Director, State Crime Records Bureau, Rajasthan" and the RISL Processing Fee in favour of "Managing Director, RajCOMP Info Services Ltd." payable at "Jaipur" from any Scheduled Commercial Bank.
- 3) *In case, any of the bidders fails to physically submit the Banker's Cheque/ Demand Draft for Tender Fee/ Bid document fee, Bid Security, and RISL Processing Fee up to time and date mentioned in the NIB, its Bid shall not be accepted.
- 4) Bidders who wish to participate in this bidding process must register on <http://eproc.rajasthan.gov.in> (bidders already registered on <http://eproc.rajasthan.gov.in> before 30-09-2011 must register again).
- 5) To participate in online bidding process, Bidders must procure a Digital Signature Certificate (Type III) as per Information Technology Act-2000 using which they can digitally sign their electronic bids. Bidders can procure the same from any CCA approved certifying agency, i.e. TCS, SafeScript, NCode, etc. Bidders who already have a valid Digital Signature Certificate (DSC) need not procure a new DSC.
- 6) Rajasthan Police will not be responsible for delay in online submission due to any reason. For this, bidders are requested to upload the complete bid well in advance so as to avoid 11th hour issues like slow speed; choking of web site due to heavy load or any other unforeseen problems.
- 7) Bidders are also advised to refer "Bidders Manual Kit" available at e-Procurement website for further details about the e-Tendering process.
- 8) Training for the bidders on the usage of e-Tendering System (e-Procurement) is also being arranged by RISL on a regular basis. Bidders interested for training may contact e-Procurement Cell, RISL for booking the training slot.
Contact No: 0141-4022688 (Help desk 10 am to 6 pm on all working days)
e-mail: eproc@rajasthan.gov.in
Address : e-Procurement Cell, RISL, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur
- 9) The procuring entity reserves the complete right to cancel the bid process and reject any or all of the Bids.
- 10) 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.
- 11) 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.
- 12) The provisions of RTPP Act 2012, Rules 2013 and GF&AR 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 2013 thereto, the later shall prevail.

2. PROJECT PROFILE & BACKGROUND INFORMATION

2.1 Introduction

Police Departments throughout the country are under the process of revamping their methods of operation and policing by leveraging the benefits of ICT (Information and Communication Technologies). Some centrally sponsored schemes, such as CCTNS (Crime and Criminal Tracking Network System), are already working in the State while the CIPA (Common Integrated Police Application) was in-use in past.

E-policing efforts have led to formation of Rajasthan Police Portal (RPP), Rajasthan Police Android Apps for policemen and public (RAJCOP) and other initiatives. As the development was done in piecemeal manner and no standard approach of SDLC (Software Development Life Cycle) were followed, there are no proper documentation for FRS (Functional Requirement Specifications), SRS (System Requirement Specifications), HLD (High Level Design), LLD (Low Level Design) and proper load testing.

2.2 Project Profile and Background

The existing portal was initially developed as an information portal and later the application modules were added and it gradually transformed into an interactive portal.

Portal acts as the public interface:

- Every day all police stations log into the official section of it and make relevant entries.
- All districts have separate URL and have customized content. This has ensured ownership at the district level.
- All District SP Offices upload their daily press releases, they are aggregated at the state portal along with State level NEWS.
- RPP provides Mobile Numbers and Landline Numbers right up to the police station level. Thus public can reach even the beat constable, RPP is unique in this respect in the country.
- Information about members of Community Liaoning Group (CLG) of Rajasthan Police has been made available.
- Another unique distinction of Rajasthan Police Portal is that it has made available information about all Standing Warranties, Proclaimed Offenders, Absconders and History Sheeters of the State to public.
- When the routine drive against criminals was launched by PHQ under KARYA YOJNA or Action Plan to curb crime in the State RPP was to act as Data sharing platform as well as monitoring mechanism. Data sharing enabled every police station in the state to know the criminals living in their area of jurisdiction.

3. PROJECT DETAILS

3.1 Need for the Project

The Assessment of Rajasthan Police web-portal (police.rajasthan.gov.in) was made by NIELIT, National Institute of Electronics & Information Technology (NIELIT),(erstwhile DOEACC Society), an Autonomous Scientific Society under the administrative control of Ministry of Electronics & Information Technology (MoE&IT), Government of India, was set up to carry out Human Resource Development and related activities in the area of Information, Electronics & Communications Technology (IECT).

As per the report received by the NIELIT, Rajasthan Police Web-portal got Silver Star Rating in “**Content**” and “**Professionalism & Effectiveness**”. There are several parameters on which Rajasthan Police Web-portal was evaluated and scores were awarded. The detail of each description of parameter is placed in Annexure- 7. The broad parameters on which the Rajasthan Police Web-portal which are to be modified are as under:

1. GIGW Assessment
2. Objectivity Assessment
3. Technically Assessment

In view of the scores obtained, based on the above parameters and deficiencies pointed out by the NIELIT, Rajasthan Police has decided to improve upon the deficiencies and make it more compliant with the guidelines and norms set by NIELIT, thereby, achieving the number one position among police web-portals of India. Technical experts need to be hired for achieving the above goal. It is also worth mentioning that the web-portal requires continuous maintenance and upgradation.

3.2 Current technology stack deployed

Police web portal is deployed at Rajasthan State Data Centre (RSDC), Yojna Bhawan, Jaipur, Rajasthan. This portal is used to disseminate crime information and to serve the citizen centric services to citizens. Brief of the application is as under:

S. No	Type of application / solution	Name of the application / solution
1	Portal and App Server	.Net Based Application Server
2	Web Server	Windows based
3	Database	MSSQL

4. PRE-QUALIFICATION/ ELIGIBILITY CRITERIA

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

S. No.	Basic Requirement	Specific Requirements	Documents Required
1.	Legal Entity	<p>The Bidder should be a Proprietorship firm duly registered either under the Rajasthan Shops & Commercial Establishments Act, 1958 or any other Act of State/ Union, as applicable for dealing in the subject matter of procurement</p> <p>(Note: A self-certified declaration regarding the non-applicability of registration to any Act should be submitted by the Bidder)</p> <p>OR</p> <p>A company registered under Indian Companies Act, 1956</p> <p>OR</p> <p>A partnership firm registered under Indian Partnership Act, 1932.</p> <p>OR</p> <p>A Limited Liability Partnership (LLP) firm registered under Limited Liability Partnership Act, 2008.</p> <p>The entity should be operational in India for at least last five (5) financial years as on 31st March 2018. The Bidder has to be a single legal entity.</p>	<p>Certified copy of the Certificates of Incorporation for companies issued by the Registrar of Companies and Memorandum & Articles of Association</p> <p>OR</p> <p>Certified copy of the Registration</p>
2.	Financial: Turnover from IT/ ITeS	Average Annual Turnover of the Bidder from IT/ ITeS solutions in India during each of the last three financial years, i.e., FY 2015-16 to 2017-18 (as per the last published audited balance sheet), should be at least Rs. 4.92 Crore or more.	CA certificate with CA's registration number & seal
3.	Financial: Net Worth	The net worth of the Bidder as on 31.03.2018 (as per the last published audited balance sheets), should be 'Positive'.	CA certificate with CA's registration number & seal
4.	Technical Capability	The bidder must have successfully implemented a project(s) of similar nature (technical experts' services / Software Development and support services) as per following criteria in last three financial years from the date of	<p>Project reference as per Annexure:6</p> <p>And</p> <p>Work Order + Work</p>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p>b) and their directors and officers should 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;</p> <p>c) should not have a conflict of interest in the procurement in question as specified in the bidding document.</p> <p>d) should comply with the code of integrity as specified in the bidding document.</p>	
7.	Certifications	The bidder must possess, at the time of bidding, a valid SEI CMMI Level 3 certification	<p>a) Copy of a valid Certificate. Or</p> <p>b) The bidder must have SEI CMMI level 3 certification since last three years. In case renewal of the certificate is in Process. Then the bidder should submit an undertaking that the renewal of the certificate would be submitted before issuing of letter of intent.</p>

- b) In addition to the provisions regarding the qualifications of the bidders as set out in (a) above:
- a. The procuring entity shall disqualify a bidder as per the provisions under “Clause: Exclusion/ Disqualification of bids in Chapter-6: ITB”; and
 - b. The procuring entity may require a bidder, who qualifies, to demonstrate its qualifications again in accordance with the same criteria used to qualify such bidder. The procuring entity shall disqualify any bidder that fails to demonstrate its qualifications again, if requested to do so. The procuring entity shall promptly notify each bidder requested to demonstrate its qualifications again as to whether or not the bidder has done so to the satisfaction of the procuring entity.

5. SCOPE OF WORK, DELIVERABLES & TIMELINES

The scope of work (indicative but not limited to) covers actions required on the parameters mentioned in Annexure-7, broadly categorized as under:

1. GIGW Assessment
2. Objectivity Assessment
3. Technically Assessment

The selected bidder shall:

- be responsible for removing the deficiencies of Rajasthan Police Portal (RPP) and make it more compliant with the guidelines and norms set by NIELIT (Annexure 7)
- be responsible for configuration, updating and performance fine tuning of police portal and database ;
- take appropriate steps for acceptable performance of the police portal;
- prepare the project documentation; and
- be responsible for completing security audit and safe to host certification for police portal on DoIT&C internal tool and thereafter through CERT-In certified agency.

In addition to the above, successful bidder is responsible for regular maintenance and upgradation (within contract period) of Rajasthan Police portal. The scope of work shall also include development of new modules required by the Police Department, integration with e-governance framework of DoIT&C and development of the mobile apps.

The project period would be for two years or number of man-months as mentioned in the financial bid get consumed, whichever is earlier. The selected bidder is expected to increase number of manpower resources as per requirement of the department.

Terms & Condition:

- The Source code will be the property of Rajasthan Police.
- The selected bidder should provide support for the project period, which is mutually extendable as per RTPP Act 2012 & RTPP Rule 2013.

5.1 Agile Development Cycle (ADC) Methodology

Due to evolving requirements under the project, maintenance, updation, integration and interfacing with external agencies, Rajasthan Police favours an Agile development approach. Rajasthan Police defines Agile as any process in which system development is performed in an iterative and incremental manner with collaboration between the development team and Rajasthan Police which accommodates evolving requirements. Demonstrable software is the measurement of progress. Hereafter, the term Agile is used to encapsulate the above definition.

The selected bidder shall be required to:

- create and support Agile development environment that will allow configuration and coding changes to be made and tested in an iterative and incremental manner, with releases of code to production environment;

- deploy tools that Agile development environment will use to facilitate continuous code integration as developers check code into a code repository;
- prepare the testing plan: detail how test-driven development will be used to ensure individual unit code passes testing and how tests then become part of a greater testing base;
- propose a system for ADC that includes at least Development, Integration, Quality Assurance (QA) and User Acceptance Testing (UAT), Knowledge Transfer, and Deployment on production environments; and
- suggest when and how code and database changes will be migrated between environments, and also list the tools used to perform this migration;

The selected bidder would submit a separate proposal for every development requirement identified by Rajasthan Police during the project contract period. All Agile development efforts will be defined and calculated based on man-days.

Project Documentation

The selected bidder shall create and maintain all project documents that would be submitted to Rajasthan Police as deliverables as per the agreed project timelines. The documents created by the bidder will be reviewed and approved by Rajasthan Police which would also approve any changes required to these documents during the course of the project.

The selected bidder shall submit a list of deliverables that they would submit as part of the Agile methodology for the project. The Agency shall prepare the formats/ templates for each of the deliverables upfront based upon industry standards and the same will be approved by Rajasthan Police prior to its use for deliverables.

All project documents are to be kept up-to-date during the course of the project. The bidder shall maintain a log of the internal review of all the deliverables submitted. The logs shall be submitted to State Nodal Officer on request. All project documentation shall conform to the industry standards of documentation.

The selected bidder will also be required to procure, commission and maintain project management, configuration management, issue tracker tools (open source) and create required system environment during the course of project.

5.2 Role and Responsibility

1.	Role of SCRB	Providing physical infrastructure
2.	Role of Agency	Providing Manpower, creating/maintaining development environment as per the IT standards and completing the Scope of Work as mentioned above.

5.3 Resource Profile, Qualification & Experience:

The deployed resources of selected bidder are expected to have diversified and relevant skill sets which are necessary for project implementation. The resources would be deployed across the projects on need basis and depending upon their skill sets.

Currently, most of the citizen services and Performance Monitoring System (PMS) are available on Police portal. These available services and development of PMS would be migrated into CCTNS application. CCTNS application is developed in Java stack, therefore, manpower with Java profiles would also be essential to complete mentioned activities.

Proposed manpower would be interviewed by the department and after assessment if candidate found suitable will be intimated and deployed in the project.

The minimum required technical qualifications and experience details for the onsite resources are as follows:

S. No.	Name of Resource	Qualification (Minimum)	Minimum No. of Years of Experience	Minimum Requirement
1	Technical lead cum Senior Developer	B. Tech./ MCA/MSc. IT	7 Years	<ul style="list-style-type: none"> Should have more than 5 years (post-qualification) in developing Web based IT applications on JAVA and J2EE Platform Should have good fundamental knowledge of Rest Services, DB Querying, JMS, TDD, JQuery etc. Should have strong experience in Core Java, spring, hibernate and Angular JS frameworks Should be proficient in using web technologies like XML/ HTML/ DHTML/ HTML5/ JavaScript/ JQuery/ AJAX/ Spring/ Eclipse etc. Should have sound knowledge of developing applications using RDBMS: MS SQL/ MySQL Knowledge of GIGW and other Govt. system design guidelines.
2	Database Administrator	B.Tech/ MCA/MSc. IT	5 years	<ul style="list-style-type: none"> Should have minimum 3 years' experience in a database administrator role for managing

S. No.	Name of Resource	Qualification (Minimum)	Minimum No. of Years of Experience	Minimum Requirement
				<p>MS SQL/ MySQL RDBMS</p> <ul style="list-style-type: none"> • Should have minimum 2 years' experience with XML, MS SQL, Javascript • Should have minimum 3 years' experience in data modelling, logical and physical database designs • Strong Object Oriented Design, Relational Database Design, and XML Design is required • Working knowledge of operating system internals (Shell scripting monitoring, debugging) in Linux environments is required
3	Business Analyst	B. Tech./ MCA/ MBA in IT	5 years	<ul style="list-style-type: none"> • Minimum 5 Years of total IT experience • At least 2 years' experience in Business Analyst role • Should have proven experience in eliciting requirements, analysing documents and communicating requirements, identifying solution and verify solution meets the requirements • Experience in defining and preparation of: <ul style="list-style-type: none"> ○ Business requirements, i.e. business plan, KPI, project plan ○ Functional requirements, data models, technical specifications, use case scenarios, work instructions, reports ○ As-Is and To-Be processes, i.e. flowcharts
4	Profile 1 - Software Developer	B.Tech./MCA /MSc. IT	5 years	<ul style="list-style-type: none"> • Should have minimum of 3 years (post-qualification) in developing .Net Application • Should have minimum of 3 years

S. No.	Name of Resource	Qualification (Minimum)	Minimum No. of Years of Experience	Minimum Requirement
				<p>(post-qualification) in developing Web based IT applications on .Net Platform</p> <ul style="list-style-type: none"> Should be proficient in using web technologies like XML/ HTML/ DHTML/ HTML5/ JavaScript/ JQuery/ AJAX etc. Should have sound knowledge of developing applications using RDBMS: MS SQL
5	Profile 2 - Software Developer	B.Tech./MCA /MSc. IT	5 years	<ul style="list-style-type: none"> Should have minimum of 3 years (post-qualification) in developing Web based IT applications on JAVA and J2EE Platform Should have strong experience in Core Java, spring, hibernate and Angular JS frameworks Should be proficient in using web technologies like XML/ HTML/ DHTML/ HTML5/ JavaScript/ JQuery/ AJAX/ Spring/ Eclipse etc. Should have sound knowledge of developing applications using RDBMS: MS SQL/ MySQL
6	Profile 3 - Android Developer	B.Tech./MCA /MSc. IT	3 years	<ul style="list-style-type: none"> Should have minimum of 3 years (post-qualification) in developing Android based application Should have strong knowledge of Android UI design principles, patterns, and best practices Should have end to end execution experience of Web/Mobile based application using Angular framework Should be proficient in using Angular JS, REST API, Typescript, HTML5, CSS3, Ionic, Gulp, Agile development, etc Should have experience with offline storage, image caching,

S. No.	Name of Resource	Qualification (Minimum)	Minimum No. of Years of Experience	Minimum Requirement
				<p>multithreading, and performance tuning</p> <ul style="list-style-type: none"> • Should have knowledge of Android SDK versions and compatibility standards • Proficient understanding of code versioning tools, such as Git
7	UI/UX Designer	B. Tech/ MCA / B. Design/ PG Diploma in Web Design from Government recognized institutions	3 years	<ul style="list-style-type: none"> • Should be responsible for working on the designing of interface for the Web application and mobile app • Minimum 3 years' experience in designing for website (mandatory), experience in mobile app (preferred) • Exposure to Government web designing preferred • Knowledge of GIGW and other government system design guidelines

6. INSTRUCTION TO BIDDERS (ITB)

6.1. Sale of Bidding/ Tender Documents

- a) The sale of bidding documents shall be commenced from the date of publication of Notice Inviting Bids (NIB) and shall be stopped as per NIB. The complete bidding document shall also be placed on the State Public Procurement Portal (<http://sppp.raj.nic.in>) and e-Procurement portal (<http://eproc.rajasthan.gov.in>). The prospective bidders shall be permitted to download the bidding document from Rajasthan Police website (www.police.rajasthan.gov.in), and also from State Public Procurement Portal and e-Procurement portal and pay its price while submitting the Bid to the procuring entity.
- b) The bidding documents shall be made available to any prospective bidder who pays the price for it in cash or by bank demand draft or banker's cheque.
- c) The Procuring Entity is not responsible for the completeness of the Bidding Document and its addenda, if they were not obtained directly from the Procuring Entity or not downloaded correctly from the Procuring Entity's website/ State Public Procurement Portal mentioned above.

6.2. Changes in the Bidding Document

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

6.3. Period of Validity of Bids

- a) Bids submitted by the bidders shall remain valid during the period specified in the NIB/ bidding document. A Bid valid for a shorter period shall be rejected by the procuring entity as non-responsive Bid.
- b) Prior to the expiry of the period of validity of Bids, the procuring entity, in exceptional circumstances, may request the bidders to extend the bid validity period for an additional specified period of time. A bidder may refuse the request and such refusal shall be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited.

- c) Bidders that agree to an extension of the period of validity of their Bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security, is considered to have refused the request to extend the period of validity of its Bid.

6.4. Format and Signing of Bids

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

S. No.	Documents Type	Document Format
Covering Letter		
1.	Covering Letter – Technical Bid	On bidder’s letter head duly signed by authorized signatory (PDF)
Fee Details		
2.	Bidding document Fee (Tender Fee), RISL Processing Fee (e-Procurement), and Bid Security	Instrument/ Proof of submission (PDF)
Pre-Qualification/Eligibility Documents		
3.	Bidder’s Authorisation Certificate and copy of PoA/ Board resolution stating that Auth. Signatory (DSC holder) can sign the bid/ contract on behalf of the firm.	As per Annexure-2 (PDF)
4.	Self-Declaration	As per Annexure – B (PDF)
5.	All the documents mentioned in the “Eligibility Criteria”, in support of the eligibility.	As per the format mentioned against the respective eligibility criteria clause (PDF)
Technical Documents		
6.	The Technical Proposal shall be prepared in accordance with the requirements specified in this RFP and in the formats prescribed in this RFP.	On bidder’s letter head duly signed by authorized signatory

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

S. No.	Documents Type	Document Format
1.	Financial Bid Undertaking	On bidder's letter head duly signed by authorized signatory as per Annexure-3 (PDF)
2.	Financial Bid – Format	As per BoQ (.XLS) format available on e-Procurement portal

- f) The bidder should ensure that all the required documents, as mentioned in this bidding document, are submitted along with the Bid and in the prescribed format only. Non-submission of the required documents or submission of the documents in a different format/ contents may lead to the rejections of the Bid submitted by the bidder.
- g) Rajasthan Police will not accept delivery of proposal in any manner other than that specified in this volume. Proposal delivered in any other manner shall be treated as defective, invalid and rejected.

6.5. Cost & Language of Bidding

- a) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the procuring entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the procuring entity, shall be written only in English Language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English/ Hindi language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

6.6. Alternative/ Multiple Bids

Alternative/ Multiple Bids shall not be considered at all.

6.7. Bid Prices

- a) The price/ financial bid must be specified in the BoQ file available at e-proc and without changing its form and type.
- b) Prices quoted in the bid must be firm and final and shall not be subject to any modifications, on any account whatsoever. The price quoted shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, unless specifically asked for separately or excluded. In case any new tax is levied by the Government, the same shall be paid by the Procuring Entity to the bidder from the date of imposition of such tax. The benefit or cost of any change in the tax structure shall accrue to the Procuring Entity, or be borne by the Procuring Entity, as the case may be.
- c) All the prices shall be quoted by the Bidder entirely in Indian Rupees (INR). All payments shall be made in Indian Rupees only.
- d) Prices/ Rates shall be written both in figures and words, as applicable.
- e) Procuring entity will not pay any cartage or transportation charges over & above the quoted rates.

- f) The price to be quoted in the financial bid shall be the total price of the bid. Discount, if any, should be included in the quoted price.

6.8. Bid Security

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

- a) Bid Security shall be 2% of the estimated procurement cost. In case of Small Scale Industries of Rajasthan it shall be 0.5% of the estimated procurement cost and in case of sick industries, other than Small Scale Industries, whose cases are pending with Board of Industrial and Financial Reconstruction, it shall be 1% of the estimated procurement cost. Concessional bid security may be taken from registered bidders as specified by the State Government.
- b) In lieu of bid security, a bid securing declaration shall be taken from Departments of the State Government, Undertakings, Corporations, Autonomous bodies, Registered Societies and Cooperative Societies which are owned or controlled or managed by the State Government and Government Undertakings of the Central Government.
- c) Bid security instrument or cash receipt of bid security or a bid securing declaration shall necessarily accompany the technical bid.
- d) Bid security of a bidder lying with the procuring entity in respect of other bids awaiting decision shall not be adjusted towards bid security for the fresh bids. The bid security originally deposited may, however, be taken into consideration in case bids are re-invited.
- e) The bid security may be given in the form of a banker's cheque or demand draft or bank guarantee, in specified format, of a scheduled bank or online through eGras on <http://egras.raj.nic.in>. The bid security must remain valid 30 days beyond the original or extended validity period of the bid.
- f) The issuer of the bid security and the confirmer, if any, of the bid security, as well as the form and terms of the bid security, must be acceptable to the procuring entity.
- g) Prior to presenting a submission, a bidder may request the procuring entity to confirm the acceptability of proposed issuer of a bid security or of a proposed confirmer, if required. The procuring entity shall respond promptly to such a request.
- h) The bank guarantee, if any, presented as bid security shall be got confirmed from the concerned issuing bank. However, the confirmation of the acceptability of a proposed issuer or of any proposed confirmer does not preclude the procuring entity from rejecting the bid security on the ground that the issuer or the confirmer, as the case may be, has become insolvent or has otherwise ceased to be creditworthy.
- i) The bid security of unsuccessful bidders shall be refunded soon after final acceptance of successful bid and signing of Agreement and submitting performance security deposit.
- j) The Bid security taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i). when the bidder withdraws or modifies its bid after opening of bids;
 - ii). when the bidder does not execute the agreement, if any, after placement of supply order within the specified period;
 - iii). when the bidder fails to commence the supply of the goods or service or execute work as per supply/ work order within the time specified;
 - iv). when the bidder does not deposit the performance security within specified period after the supply/ work order is placed; and
 - v). if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.

- k) Notice will be given to the bidder with reasonable time before bid security deposit is forfeited.
- l) No interest shall be payable on the bid security.
- m) In case of the successful bidder, the amount of bid security may be adjusted in arriving at the amount of the Performance Security Deposit, or refunded if the successful bidder furnishes the full amount of performance security deposit.
- n) The procuring entity shall promptly return the bid security after the earliest of the following events, namely:-
 - i). the expiry of validity of bid security;
 - ii). the execution of agreement and furnishing of security deposit by the successful bidder;
 - iii). the cancellation of the procurement process; or
 - iv). the withdrawal of bid prior to the deadline for presenting bids, unless the bidding documents stipulate that no such withdrawal is permitted.

6.9. Deadline for the submission of Bids

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

6.10. Withdrawal, Substitution, and Modification of Bids

- a) If permitted on e-Procurement portal, a Bidder may withdraw its Bid or re-submit its Bid (technical and/ or financial cover) as per the instructions/ procedure mentioned at e-Procurement website under the section "Bidder's Manual Kit".
- b) Bids withdrawn shall not be opened and processed further.
- c) No bid shall be withdrawn, substituted, or modified after the last time and date fixed for receipt of bids.

6.11. Opening of Bids

- a) The Bids shall be opened by the bid opening & evaluation committee on the date and time mentioned in the NIB in the presence of the bidders or their authorised representatives who choose to be present.
- b) The committee may co-opt experienced persons in the committee to conduct the process of Bid opening.

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

6.12. Evaluation/ Selection Method:

Lowest financially evaluated & technically responsive bidder shall be selected for award of contract.

6.13. Clarification of Bids

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

6.14. Overall Evaluation Process

- a) A tiered evaluation procedure will be adopted for evaluation of proposals, with the technical evaluation being completed before the commercial proposals are opened and compared.
- b) Only those bidders who qualify on the pre-qualification criteria's will qualify for the next level that is evaluation of the technical bids.

- c) Rajasthan Police will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified. Rajasthan Police may seek inputs from their professional, external experts in the technical and commercial evaluation process.
- d) The commercial bids for the technically qualified bidders will be opened and reviewed to determine whether the commercial bids are substantially responsive.

6.15. Evaluation & Tabulation of Technical Bids

a) Determination of Responsiveness

- i). The bid evaluation committee shall determine the responsiveness of a Bid on the basis of bidding document and the provisions of pre-qualification/ eligibility criteria of the bidding document.
- ii). A responsive Bid is one that meets the requirements of the bidding document without any material deviation, reservation, or omission where: -
 - a. “deviation” is a departure from the requirements specified in the bidding document;
 - b. “reservation” is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the bidding document; and
 - c. “Omission” is the failure to submit part or all of the information or documentation required in the bidding document.
- iii). A material deviation, reservation, or omission is one that,
 - a. if accepted, shall:-
 - 1. affect in any substantial way the scope, quality, or performance of the subject matter of procurement specified in the bidding documents; or
 - 2. limits in any substantial way, inconsistent with the bidding documents, the procuring entity’s rights or the bidder’s obligations under the proposed contract; or
 - b. if rectified, shall unfairly affect the competitive position of other bidders presenting responsive Bids.
- iv). The bid evaluation committee shall examine the technical aspects of the Bid in particular, to confirm that all requirements of bidding document have been met without any material deviation, reservation or omission.
- v). The procuring entity shall regard a Bid as responsive if it conforms to all requirements set out in the bidding document, or it contains minor deviations that do not materially alter or depart from the characteristics, terms, conditions and other requirements set out in the bidding document, or if it contains errors or oversights that can be corrected without touching on the substance of the Bid.

b) Non-material Non-conformities in Bids

- i). The bid evaluation committee may waive any non-conformity in the Bid that does not constitute a material deviation, reservation or omission, the Bid shall be deemed to be substantially responsive.
- ii). The bid evaluation committee may request the bidder to submit the necessary information or document like audited statement of accounts/ CA Certificate, GST Registration Certificate, Tax clearance certificate, ISO Certificates, etc. within a reasonable period of time. Failure of the bidder to comply with the request may result in the rejection of its Bid.

- iii). The bid evaluation committee may rectify non-material nonconformities or omissions on the basis of the information or documentation received from the bidder under (b) above.

c) Technical Evaluation Criteria

- i). Bids shall be evaluated based on the documents submitted as part of technical bid. Technical bid shall contain all the documents as asked in the clause “Format and Signing of Bids”.
- ii). The evaluation of the Technical bids will be carried out in the following manner:
 - a) The bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, client contact information for verification, profiles of project resources and all others) as required for technical evaluation.
 - b) The committee may seek oral clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral clarifications provide the opportunity for the committee to state its requirements clearly and for the bidder to more clearly state its proposal. The committee may seek inputs from their professional and technical experts in the evaluation process.

d) Tabulation of Technical Bids

- a. If Technical Bids have been invited, they shall be tabulated by the bid evaluation committee in the form of a comparative statement to evaluate the qualification of the bidders against the criteria for qualification set out in the bidding document.
- ii). The members of bid evaluation committee shall give their recommendations below the table as to which of the bidders have been found to be qualified in evaluation of Technical Bids and sign it.
- iii). The number of firms qualified in technical evaluation, if less than three and it is considered necessary by the procuring entity to continue with the procurement process, reasons shall be recorded in writing and included in the record of the procurement proceedings.
- iv). The bidders who qualified in the technical evaluation shall be informed in writing about the date, time and place of opening of their financial Bids.

6.16. 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) For two part bid system, the financial Bids of the bidders who qualify in technical evaluation, as per technical evaluation method described at Point no. 13 above i.e. Evaluation/ Selection Method, shall be opened online at the notified time, date and place by the bid evaluation committee in the presence of the bidders or their representatives who choose to be present;
- b) The process of opening of the financial Bids shall be similar to that of technical Bids.
- c) Conditional Bids are liable to be rejected;

- d) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- e) The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central/ State Government/ Local Authorities, and the evaluation criteria specified in the bidding documents shall only be applied;
- f) The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the lowest offer and then others in ascending order in case price is the only criteria, or evaluated and marked H1, H2, H3 etc. in descending order.
- g) The bid evaluation committee shall prepare a comparative statement in tabular form in accordance with rules along with its report on evaluation of financial Bids and recommend the lowest offer for acceptance to the procuring entity, if price is the only criterion, or most advantageous Bid in other case;
- h) The members of bids evaluation committee shall give their recommendations below the table regarding lowest Bid or most advantageous Bid and sign it.
- i) It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods, works or service required to be procured.

6.17. Correction of Arithmetic Errors in Financial Bids

Annexure D sub clause 1 may be referred for this purpose.

6.18. Price/ purchase preference in evaluation

Price and/ or purchase preference notified by the State Government (GoR), Price preference policy for MSME enterprise (as per new circular on Nov. 19, 2015) & any other notification issued by GoR for price preference and as mentioned in the bidding document shall be considered in the evaluation of Bids and award of contract.

6.19. Negotiations

- a) Except in case of procurement by method of single source procurement or procurement by competitive negotiations, to the extent possible, no negotiations shall be conducted after the pre-bid stage. All clarifications needed to be sought shall be sought in the pre-bid stage itself.
- b) Negotiations may, however, be undertaken only with the lowest or most advantageous bidder when the rates are considered to be much higher than the prevailing market rates.
- c) The bid evaluation committee shall have full powers to undertake negotiations. Detailed reasons and results of negotiations shall be recorded in the proceedings.
- d) The lowest or most advantageous bidder shall be informed in writing either through messenger or by registered letter and e-mail (if available). A minimum time of seven days shall be given for calling negotiations. In case of urgency the bid evaluation committee, after recording reasons, may reduce the time, provided the lowest or most advantageous bidder has received the intimation and consented to regarding holding of negotiations.
- e) Negotiations shall not make the original offer made by the bidder inoperative. The bid evaluation committee shall have option to consider the original offer in case the bidder decides to increase rates originally quoted or imposes any new terms or conditions.

- f) In case of non-satisfactory achievement of rates from lowest or most advantageous bidder, the bid evaluation committee may choose to make a written counter offer to the lowest or most advantageous bidder and if this is not accepted by him, the committee may decide to reject and re-invite Bids or to make the same counter-offer first to the second lowest or most advantageous bidder, then to the third lowest or most advantageous bidder and so on in the order of their initial standing and work/ supply order be awarded to the bidder who accepts the counter-offer. This procedure would be used in exceptional cases only.
- g) In case the rates even after the negotiations are considered very high, fresh Bids shall be invited.

6.20. 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.
 - g. a bidder currently blacklisted by Central / State Government / Departments / PSUs in India as on bid submission date.
- 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.

6.21. Lack of competition

- a) A situation may arise where, if after evaluation of Bids, the bid evaluation committee may end-up with one responsive Bid only. In such situation, the bid evaluation committee would check as to whether while floating the NIB all necessary requirements to encourage competition like standard bid conditions, industry friendly specifications, wide publicity, sufficient time for formulation of Bids, etc. were fulfilled. If not, the NIB would be re-floated after rectifying deficiencies. The bid process shall be considered valid even if there is one responsive Bid, provided that: -
 - i). the Bid is technically qualified;
 - ii). the price quoted by the bidder is assessed to be reasonable;
 - iii). the Bid is unconditional and complete in all respects;
 - iv). there are no obvious indicators of cartelization amongst bidders; and

- v). the bidder is qualified as per the provisions of pre-qualification/ eligibility criteria in the bidding document
- b) The bid evaluation committee shall prepare a justification note for approval by the next higher authority of the procuring entity, with the concurrence of the accounts member.
- c) In case of dissent by any member of bid evaluation committee, the next higher authority in delegation of financial powers shall decide as to whether to sanction the single Bid or re-invite Bids after recording reasons.
- d) If a decision to re-invite the Bids is taken, market assessment shall be carried out for estimation of market depth, eligibility criteria and cost estimate.

6.22. Acceptance of the successful Bid and award of contract

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

6.23. 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.

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.

6.24. Right to vary quantity

Annexure D sub clause 2 may be referred for this purpose.

6.25. Performance Security Deposit (PSD)

- a) Prior to execution of agreement, Performance Security Deposit (PSD) shall be solicited from the successful bidder, 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) Bidder shall submit the Performance Security Deposit (PSD) with in fifteen days of issue of LOI for entering in to contract as per the terms and conditions of this bidding document.
- c) The amount of performance security shall be 5% of the amount of supply order/ work order. 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. The Bid security of the selected bidder may be adjusted into the PSD during the contract period.
- d) The successful bidder shall convert the Bank Guarantee submitted as bid security into Performance Bank Guarantee at his own expenses.
- e) Refund of PSD: The PSD shall be refunded after three (03) months of the expiry of the contract period.
- f) Forfeiture of PSD: The PSD taken from a bidder shall be forfeited, including the interest, if any, in the following cases, namely: -
 - i). when any clause of terms and conditions of the contract is breached (including conditions mentioned in 9.2 (III))
 - ii). when the bidder fails to commence the supply of the goods or service or execute work issued under this contract.
 - iii). if the bidder breaches any provision of code of integrity, prescribed for bidders, specified in the bidding document.
 - iv). when the bidder fails to extend the validity period of PSD in the form of Bank Guarantee, atleast 2 months before the expiry of current PSD
- g) Notice will be given to the bidder with reasonable time before Performance Security, deposited with Procuring Entity, is forfeited.
- h) No interest shall be payable on the deposited PSD
- i) Performance security deposit shall be furnished in any one of the following forms: -
 - i). Bank Draft or Banker's Cheque of a scheduled bank;

- ii). Through eGRAS on <http://e gras.raj.nic.in>.
- iii). 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;
- iv). Bank guarantee/s of a scheduled bank. It shall be got verified from the issuing bank. Other conditions regarding bank guarantee shall be same as mentioned in the bidding document for bid security. The bidder may choose to submit Bank Guarantee with validity for entire project duration, or may split it up into BG of shorter validity. The period of validity of BG shall, however, not be less than 1 year. The period of validity shall have to be extended at least 2 months before the expiry of the current BG.
- v). 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.
- j) Performance security deposit furnished in the form specified in clause i) to v) of (i) 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.

6.26. Execution of agreement/ contract

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent for contract is despatched to the bidder.
- b) The successful bidder shall sign the agreement within 15 days from the date on which the letter of acceptance or letter of intent for contract is despatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written agreement/ 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 contract/ 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, to be purchased from anywhere in Rajasthan only, of specified value at its own cost.

6.27. Issue of Supply order to Selected Bidder

- a) The supply order shall specify the quantity of various items to be supplied with location details and delivery schedule for supply and installation.
- b) After receiving the supply order, the bidder shall be responsible to deposit the requisite Performance Security Deposit (PSD) and within 15 days of each supply order.

6.28. Confidentiality

- a) Notwithstanding anything contained in this bidding document but subject to the provisions of any other law for the time being in force providing for disclosure of

information, a procuring entity shall not disclose any information if such disclosure, in its opinion, is likely to: -

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

6.29. Cancellation of procurement process

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

6.30. Code of Integrity for Bidders

Annexure A may be referred for this purpose.

6.31. Conflict of Interest

Annexure A may be referred for this purpose.

6.32. 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 deposit 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.

6.33. Appeals

Annexure C may be referred for this purpose.

6.34. 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 is satisfied that failure to do so is likely to lead to miscarriage of justice.

6.35. Vexatious Appeals & Complaints

Whoever intentionally files any vexatious, frivolous or malicious appeal or complaint under the “The Rajasthan Transparency Public Procurement Act 2012 & Rules 2013”, 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.

6.36. Offences by Firms/ Companies

- a) Where an offence under “The Rajasthan Transparency Public Procurement Act 2012 & Rules 2013” 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-
 - i). "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
 - ii). "Director" in relation to a limited liability partnership or firm, means a partner in the firm.
- d) Abetment of certain offences: 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.

6.37. Debarment from Bidding

- a) A bidders shall be debarred by the State Government if he has been convicted of an offence
 - i). under the Prevention of Corruption Act, 1988 (Central Act No. 49 of 1988); or
 - ii). under the Indian Penal Code, 1860 (Central Act No. 45 of 1860) or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- b) A bidder debarred under (a) above shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date on which he was debarred.
- c) If a procuring entity finds that a bidder has breached the code of integrity prescribed in terms of "Code of Integrity for bidders" above, it may debar the bidder for a period not exceeding three years.
- d) Where the entire bid security or the entire performance security deposit 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.

6.38. Monitoring of Contract

- a) An officer or a committee of officers named Contract Monitoring Committee (CMC) may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the delivery period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of goods and service delivery is in proportion to the total delivery period given, if it is a severable contract, in which the delivery of the goods and service is to be obtained continuously or is batched. If the entire quantity of goods and service is to be delivered in the form of completed work or entire contract like fabrication work, the process of completion of work may be watched and inspections of the selected bidder's premises where the work is being completed may be inspected.
- c) If delay in delivery of goods and service is observed a performance notice would be given to the selected bidder to speed up the delivery.

- d) Any change in the constitution of the firm, etc. shall be notified forth with by the contractor in writing to the procuring entity and such change shall not relieve any former member of the firm, etc., from any liability under the contract.
- e) No new partner/ partners shall be accepted in the firm by the selected bidder in respect of the contract unless he/ they agree to abide by all its terms, conditions and deposits with the procuring entity through a written agreement to this effect. The bidder's receipt for acknowledgement or that of any partners subsequently accepted as above shall bind all of them and will be sufficient discharge for any of the purpose of the contract.
- f) The selected bidder shall not assign or sub-let his contract or any substantial part thereof to any other agency without the permission of procuring entity.

7. GENERAL TERMS AND CONDITIONS OF TENDER & CONTRACT

7.1 Contract Documents

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

7.2 Interpretation

- a) If the context so requires it, singular means plural and vice versa.
- b) Entire Contract: The Contract constitutes the entire contract between the Purchaser and the successful Bidder and supersedes all communications, negotiations and contracts (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 rights 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.
- g) Quarterly Payments/penalty: Quarter is defined as the quarter of the financial year.

7.3 Scope of Work

- a) Subject to the provisions in the bidding document and contract, the goods and related services to be supplied shall be as specified in the bidding document.
- b) Unless otherwise stipulated in the Contract, the scope of work shall include all such items not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining delivery and completion of the goods and related services as if such items were expressly mentioned in the Contract.
- c) The bidder shall not quote and supply any hardware/ software that is likely to be declared as End of Sale in next 1 year and End of Service/ Support for a period of 5 Years from the last date of bid submission. If any of the hardware/ software is found to be declared as End of Sale/ Service/ Support, then the bidder shall replace all such hardware/ software with the latest ones having equivalent or higher specifications without any financial obligation to the Purchaser.

7.4 Delivery & Installation

- a) The contract for the supply can be repudiated at any time by the Purchaser, if the supplies are not made to the satisfaction of the purchaser after giving an opportunity to the bidder of being heard and recording the reasons for repudiation.
- b) The Successful Bidder shall arrange to supply, install and commission the ordered materials/ system as per specifications within the specified delivery and commissioning period.
- c) Shifting the place of Installation: The Purchaser will be free to shift the place of installation within the same State. The successful bidder shall provide all assistance, except transportation, in shifting of the equipment at no additional cost.

7.5 Successful Bidder's Responsibilities

The Successful Bidder shall provide services included in the scope of work in accordance with the provisions of bidding document and contract.

7.6 Purchaser's Responsibilities

Whenever the services requires that the Successful Bidder obtain permits, approvals, from local public authorities, the Purchaser may provide reasonable support if so required by the Successful Bidder.

7.7 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 Successful Bidder for the Goods delivered and the Related Services performed under the Contract shall not vary from the prices quoted by the Successful Bidder in its bid.

7.8 Recoveries from Successful Bidder

- a) Recoveries of liquidated damages, short supply, breakage, rejected articles shall ordinarily be made from bills.
- b) In case, recovery is not possible recourse will be taken under RTTP Act 2012 & rules 2013 or any other law in force.

7.9 Taxes & Duties

- a) The TDS, GST etc., if applicable, shall be deducted at source/ paid by Purchaser as per prevailing rates.
- b) For goods supplied from outside India, the successful bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the country.
- c) For goods supplied from within India, the successful bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- d) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected bidder in India, the Purchaser shall use its best efforts to enable the successful/ selected bidder to benefit from any such tax savings to the maximum allowable extent. However, it is clarified that for the purpose concessional Sales Tax, no "C-Form/ D-

Form”, or any other form by whatever name it may be called, shall be released by Purchaser to the selected bidder under any circumstances for any of activities under the SoW of this bidding document.

7.10 Intellectual Property Rights

7.10.1 Product Fixes

All products and related solutions and fixes provided pursuant to this contract shall be licensed according to the terms of the license contract packaged with or otherwise applicable to such product. The successful bidder would be responsible for arranging any licenses associated with products without any additional cost to the Purchaser. “Product” means any computer code, web-based services, or materials comprising commercially released, pre-release or beta products (whether licensed for a fee or no charge) and any derivatives of the foregoing which are made available to Purchaser for license which is published by product owner or its affiliates, or a third party. “Fixes” means product fixes that are either released generally (such as commercial product service packs) or that are provided to successful bidder when performing services (such as workarounds, patches, bug fixes, beta fixes and beta builds) and any derivatives of the foregoing.

7.10.2 Bespoke development

The IPR (Intellectual Property Rights) rights for any bespoke development done during the implementation of the project will lie with Purchaser. Any customization in the Application based on the requirements of the Purchaser, the source code of the customized Application shall be the property of the Purchaser.

7.10.3 Pre-existing work

All IPR including the source code and materials (other than products or fixes) developed or otherwise obtained independently of the efforts of a party under this contract (“pre-existing work”) shall remain the sole property of that party. During the performance of the services for this contract, each party grants to the other party (and their sub-contractors as necessary) a non-exclusive license to use, reproduce and modify any of its pre-existing work provided to the other party solely for the performance of such services. Except as may be otherwise explicitly agreed to in a statement of services, upon payment in full, the successful bidder should grant Purchaser a non-exclusive, enterprise wide, fully paid-up enterprise edition license(s) to use, reproduce and modify (if applicable) the pre-existing work in the form delivered to Purchaser as part of the service deliverables only for its internal business operations.

Purchaser’s license to pre-existing work is conditioned upon its compliance with the terms of this contract and the enterprise wide license for unlimited number of users applies solely to the pre-existing work that bidder leaves with Purchaser at the conclusion of performance of the services

7.11 Copyright

The copyright in all drawings, design documents, source code and other materials containing data and information furnished to the Purchaser by the Successful Bidder herein shall remain vested in the Successful Bidder, or, if they are furnished to the Purchaser directly or through the

Successful Bidder by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

7.12 Confidential Information

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

7.13 Specifications and Standards

- a) All articles supplied shall strictly conform to the specifications, trademark laid down in the bidding document and wherever articles have been required according to ISI/ ISO/ other applicable specifications/ certifications/ standards, those articles should conform strictly to those specifications/ certifications/ standards. The supply shall be of best quality and description. The decision of the competent authority/ purchaser whether the articles supplied conform to the specifications shall be final and binding on the Successful Bidder.
- b) Technical Specifications and Drawings
 - i. The Successful Bidder shall ensure that the goods and related services comply with the technical specifications and other provisions of the Contract.

- ii. The Successful Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed on the direction of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
 - iii. The goods and related services supplied under this Contract shall conform to the standards mentioned in bidding document and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the Goods.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the bidding document. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with the general conditions of the contract.

7.14 Packing and Documents

- a) The Successful Bidder shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination of the Goods and the absence of heavy handling facilities at all points in transit.
- b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the contract, and in any other instructions ordered by the Purchaser.

7.15 Inspection

- a) The Purchaser or his duly authorized representative shall at all reasonable time have access to the Successful Bidder's premises and shall have the power at all reasonable time to inspect and examine the materials and workmanship of the goods/ equipment/ machineries during manufacturing process or afterwards as may be decided. Inspection shall be made as required by the Purchaser at the time of delivery and installation of goods (at Successful Bidder's cost).
- b) The Successful Bidder shall furnish complete address of the premises of his factory, office, go-down and workshop where inspection can be made together with name and address of the person who is to be contacted for the purpose.
- c) After successful inspection, it will be Successful Bidder's responsibility to dispatch and install the equipment at respective locations without any financial liability to the Purchaser. However, supplies when received at respective locations shall be subject to inspection to ensure whether they conform to the specification.
- d) The Successful Bidder has to follow the Standard Operating Procedures (SOP) as provided in the bidding document based on the guidelines issued by NCRB and MHA, GoI to implement CCTNS project in the state.

7.16 Payments

- a) Unless otherwise agreed between the parties, payment for the delivery of the goods will be made on submission of bill in proper form by the bidder to the Purchaser in accordance with G.F.& A.R. All remittance charges will be borne by the bidder. Payments to be made as per chapter 8- Special terms and conditions of Tender and contract.
- b) In case of disputed items, total amount with respect to disputed items will be withheld till settlement of dispute.
- c) Payment in case of those goods which need testing shall be made only when such tests have been carried out, test results received conforming to the prescribed specification.

7.17 Liquidated Damages (LD)

- a) In case of extension in the delivery period with liquidated damages the recovery shall be made on the basis of following percentages of value of goods/services which the bidder has failed to supply/ install/ complete:-
 - delay up to one fourth period of the prescribed delivery period: 2.5%
 - delay exceeding one fourth but not exceeding half of the prescribed period: 5.0%
 - delay exceeding half but not exceeding three fourth of the prescribed period: 7.5%
 - delay exceeding three fourth of the prescribed period: 10%
- b) Fraction of a day in reckoning period of delay in supplies shall be eliminated if it is less than half a day.
- c) The maximum amount of liquidated damages shall be 10% of the contract value.
- d) If the supplier requires an extension of time in completion of contractual supply on account of occurrence of any hindrance, he shall apply in writing to the authority, which has placed the supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
- e) Any delay to the extent attributable to Rajasthan Police, RSDC, NIC (DR) and Bandwidth service provider, shall not attract provisions of this clause.
- f) Delivery period may be extended with or without liquidated damages if the delay in the supply of goods / Manpower is on account of hindrances beyond the control of the bidder.

Penalty

- g) The Penalty as mentioned in chapter 8 of RFP, would be imposed on the successful bidder for any deviation from agreed performance benchmarks.

7.18 Licenses

Bidders must make their own arrangements to obtain import licence, if necessary. If a bidder imposes conditions which are in addition to or in conflict with the conditions mentioned herein, his bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Purchaser.

7.19 Settlement of Disputes

If any dispute arise out of the contract with regard to the interpretation, meaning and breach of the terms of the contract, the matter shall be referred to by the Parties to the DG, Rajasthan Police who will appoint his next level deputy as the Sole Arbitrator of the dispute who will not

be related to this contract and whose decision shall be final. The disputes settlement procedure shall be as per Arbitration and Conciliation Act, 1996 of Government of India.

7.20 Legal Proceedings

All legal proceedings, regarding contract, by any of the parties (Purchaser or Successful Bidder) shall have to be lodged in courts situated in Rajasthan and not elsewhere.

7.21 Authenticity of Equipment

- a) The Successful Bidder shall certify that the supplied goods are brand new, authentic, not refurbished, conform to the description and quality as specified in this bidding document and are free from defects in material, workmanship and service.
- b) If during the contract period, the said goods be discovered counterfeit/ unauthentic, or are not in compliance to the specification and quality mentioned in the bidding document, the decision of the Purchaser in that behalf will be final and conclusive, notwithstanding the fact that the Purchaser may have inspected and approved the said goods. Such rejection of the goods will be at the Successful Bidder's risk and all the provisions relating to rejection of goods etc., shall apply. The Successful Bidder shall, if so called upon to do, replace the goods etc., or such portion thereof as is rejected by Purchaser, otherwise the Successful Bidder shall pay such damage. Nothing herein contained shall prejudice any other right of the Purchaser in that behalf under this contract or otherwise.
- c) Goods accepted by the Purchaser in terms of the contract shall in no way dilute Purchaser's right to reject the same later, if found deficient in terms of the this clause of the contract.

7.22 Warranty

- a) The bidder must supply all items with comprehensive on-site OEM warranty valid for period as mentioned in clause 3.2 (b) of volume II, after the goods, or any portion thereof as the case may be, have been delivered to, installed and accepted at the final destination(s) indicated in the bidding document. However, if delay of installation is more than a month's time due to the reasons ascribed to the bidder, the warranty shall start from the date of last successful installation of the items covered under the Purchase Order.
- b) At the time of goods delivery, the Successful Bidder shall submit a certificate/ undertaking from all the respective OEMs mentioning the fact that the goods supplied are covered under comprehensive warranty & support for the prescribed period.
- c) The Purchaser shall give a written notice to the Successful Bidder stating the nature of any defect together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Successful Bidder to inspect such defects. Upon receipt of such notice, the Successful Bidder shall expeditiously cause to repair the defective goods or parts thereof or replace the defective goods or parts thereof with brand new genuine/ authentic ones having similar or higher specifications from the respective OEM, at no cost to the Purchaser. Any goods repaired or replaced by the Successful Bidder shall be delivered at the respective location without any additional costs to the Purchaser.
- d) If having been notified, the Successful Bidder fails to remedy the defect within the period specified, the Purchaser may proceed to take within a reasonable period such remedial

action as may be necessary, in addition to other recourses available in terms and conditions of the contract and bidding document.

- e) During the warranty period, the bidder shall also be responsible to ensure adequate and timely availability of spare parts needed for repairing the supplied goods.
- f) The warranty on supplied software media, if any, should be at least 90 days.

7.23 Indemnification

- a) Subject to Clause mentioned below, Successful Bidder (the "Indemnifying Party") undertakes to indemnify Purchaser (the "Indemnified Party") from and against all Losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this contract to the extent of the Indemnifying Party's comparative fault in causing such Losses.
- b) The indemnities set out in the above clause shall be subject to the following conditions:
 - i. The Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;
 - ii. The Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the Defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such Defense;
 - iii. If the Indemnifying Party does not assume full control over the Defense of a claim as provided in this Article, the Indemnifying Party may participate in such Defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses;
 - iv. The Indemnified Party shall not prejudice, proceedings or pay or accept any claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party;
 - v. All settlements of claims subject to indemnification under this Article will:
 - a) Be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - b) Include any appropriate confidentiality contract prohibiting disclosure of the terms of such settlement;
 - vi. The Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings;
 - vii. The Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings;
 - viii. In the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defences of the Indemnified Party with respect to the claims to which such indemnification relates; and

- ix. If a Party makes a claim under the indemnity set out under clause mentioned above in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

7.24 Patent Indemnity

- a) The supplier/ Successful Bidder shall, subject to the Purchaser's compliance with sub-clause (b) below, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: -
 - i. the installation of the Goods by the supplier/ Successful Bidder or the use of the Goods in the country where the Site is located; and
 - ii. the sale in any country of the products produced by the Goods.Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the supplier/ Successful 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/ Successful Bidder a notice thereof, and the supplier/ Successful 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/ Successful 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/ Successful Bidder's request, afford all available assistance to the supplier/ Successful Bidder in conducting such proceedings or claim, and shall be reimbursed by the supplier/ Successful Bidder for all reasonable expenses incurred in so doing.
- e) The Purchaser shall indemnify and hold harmless the supplier/ Successful 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/ Successful 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.

7.25 Limitation of Liability

Except in cases of gross negligence or wilful misconduct: -

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 successful bidder to pay liquidated damages and other penalties as defined in the bidding document, to the Purchaser. However, the aggregate liability of the Successful Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Successful Bidder to indemnify the Purchaser with respect to patent infringement.

7.26 Force Majeure

The Successful Bidder or the Purchaser as the case may be, shall be entitled to suspend or excuse performance of its respective obligations under this Contract to the extent that such performance is impeded by an event of force majeure ('Force Majeure').

Force Majeure events

A Force Majeure event means any event or circumstance or a combination of events and circumstances referred to in this Clause, which:

- a) Is beyond the reasonable control of the affected Party;
- b) Such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care;
- c) Does not result from the negligence of such Party or the failure of such Party to perform its obligations under this contract;
- d) Is of an incapacitating nature and prevents or causes a delay or impediment in performance; and
- e) May be classified as all or any of the following events: Such events include:

I. Non-Political Events

- a) Act of God, including earthquake, flood, inundation, landslide, exceptionally adverse weather conditions, storm, tempest, hurricane, cyclone, lightning, thunder, volcanic eruption, fire or other extreme atmospheric conditions;
- b) Radioactive contamination or ionizing radiation or biological contamination except as may be attributable to the Successful Bidder's use of radiation or radio-activity or biologically contaminating material;
- c) Strikes, lockouts, boycotts, labor disruptions or any other industrial disturbances as the case may be not arising on account of the acts or omissions of the Successful Bidder and which affect the timely implementation and continued operation of the Project; or
- d) Any event or circumstances of a nature analogous to any of the foregoing.

II. Political Events

- a) Change in Law, other than any Change in Law for which relief is provided under this Contract;
- b) Expropriation or compulsory acquisition by the Purchaser or any of their nominated agencies of any material assets or rights of the Successful Bidder;
- c) Unlawful or unauthorized revocation of, or refusal by Purchaser or any of their nominated agencies, GoI or any of its agencies to renew or grant any clearance or Required Consents

required by the Successful bidder to perform its obligations without valid cause, provided that such delay, modification, denial, refusal or revocation did not result from the Successful Bidder's inability or failure to comply with any condition relating to grant, maintenance or renewal of such Required Consents applied on a non-discriminatory basis;

- d) Any judgment or order of any court of competent jurisdiction or statutory authority in India made against the Successful bidder in any proceedings for reasons other than failure of the Successful Bidder to comply with Applicable Laws or Required Consents or on account of breach thereof, or of any contract, or enforcement of this contract or exercise of any of its rights under this contract;
- e) Any requisition of the Project by any other authority; or
- f) Any requisition of the Project by the Purchaser or any of their nominated agencies.
- g) For the avoidance of doubt, suspension of the Project in accordance with the provisions of this contract shall not be considered a requisition for the purposes of Force Majeure event.

III. Other Events

- a) An act of war (whether declared or undeclared), hostilities, invasion, armed conflict or act of foreign enemy, blockade, embargo, prolonged riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage, for a continuous period exceeding seven (vii) days.

For the avoidance of doubt, it is expressly clarified that the failure on the part of the Successful Bidder under this contract to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of this contract against natural disaster, fire, sabotage or other similar occurrence shall not be deemed to be a Force Majeure event.

Notification procedure for Force Majeure

- a) The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice. Such dispute shall be dealt with in accordance with the dispute resolution mechanism in accordance with this Clause
- b) Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Contract.

Allocation of costs arising out of Force Majeure

- a) Upon the occurrence of any Force Majeure Event prior to the Effective Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.
- b) Upon occurrence of a Force Majeure Event after the Effective Date, the costs incurred and attributable to such event and directly relating to the Project ('Force Majeure Costs') shall be allocated and paid as follows:
 - Upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof.
 - Upon occurrence of an Other Event of Force Majeure, all Force Majeure Costs attributable to such Other Event, and not exceeding the Insurance Cover for such Other Event, shall be borne by the successful bidder.
 - Upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event shall be reimbursed by Purchaser to the successful Bidder.
 - For the avoidance of doubt, Force Majeure Costs may include interest payments on debt, operation and maintenance expenses, any increase in the cost of the Services on account of inflation and all other costs directly attributable to the Force Majeure Event.
 - Save and except as expressly provided in this Clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

Consultation and duty to mitigate

- a) Except as otherwise provided in this Clause, the affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this contract as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

7.27 Change Orders and Contract Amendments

- a) The Purchaser may at any time order the Successful Bidder through Notice in accordance with clause "Notices" , to make changes within the general scope of the Contract in any one or more of the following: -
 - i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
 - ii. the method of shipment or packing;
 - iii. the place of delivery; and
 - iv. the related services to be provided by the Successful Bidder.
- b) If any such change causes an increase or decrease in the cost of, or the time required for, the Successful Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion

Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Successful Bidder for adjustment under this clause must be asserted within thirty (30) days from the date of the Successful Bidder's receipt of the Purchaser's change order.

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

7.28 Termination

a) Termination for Default

- i. The procuring entity may, without prejudice to any other remedy for breach of contract, by written notice of default of at least 30 days sent to the Successful Bidder, terminate the contract in whole or in part: -
 1. If the Successful Bidder fails to deliver any or all quantities of the goods/services within the time period specified in the contract, or any extension thereof granted by Purchaser; or
 2. If the Successful Bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 3. If the Successful 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.
 4. If the Successful Bidder commits breach of any condition of the contract including (Breach of SLA as mentioned in chapter 9 of the RFP).
- ii. If Purchaser terminates the contract in whole or in part, amount of PSD may be forfeited.

b) Termination for Insolvency

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

c) Termination for Convenience

- i. Purchaser, by a written notice of at least 30 days sent to the Successful Bidders 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 Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- ii. Depending on merits of the case the Successful Bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The Goods that are complete and ready for shipment within twenty-eight (28) days after the Successful Bidder's receipt of the Notice of termination may be accepted by the Purchaser at the Contract terms and prices; the decision of Purchaser would be final. For the remaining Goods, the Purchaser may elect:

1. To have any portion completed and delivered at the Contract terms and prices; and/or
2. To cancel the remainder and pay to the Successful Bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Successful Bidder.

7.29 Effects Of Termination

- a) In the event that Purchaser terminates this Contract pursuant to failure on the part of the Successful Bidder to comply with the conditions as contained in this Clause and depending on the event of default, Performance Guarantee furnished by Successful Bidder shall be forfeited.
- b) Upon termination of this Contract, the Parties will comply with the Exit Management requirements set in this Contract.
- c) In the event that Purchaser terminates this Contract, the compensation will be decided in accordance with terms and condition of this Contract.
- d) On termination of this Contract for any reason, the Purchaser will decide the appropriate course of action.

7.30 Personnel

- a) The personnel assigned by Successful Bidder to perform the Services shall be employees of Successful Bidder, and under no circumstances shall such personnel be considered employees of Purchaser or its nominated agencies. The Successful Bidder shall have the sole responsibility for the supervision and control of its personnel and for payment of such personnel's compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all obligations of an employer subject to Applicable Law.
- b) The Successful Bidder shall use its best efforts to ensure that sufficient personnel are assigned to perform the Services and those personnel have appropriate qualifications to perform the Services. After discussion with Successful Bidder, Purchaser shall have the right to require the removal or replacement of any such personnel performing work under this Contract. In the event that Purchaser or its nominated agencies requests that any personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule.
- c) The Successful Bidder shall also be responsible to train certain employees of Purchaser, or its nominated agencies with regard to the Services being provided by the Successful Bidder as and when required by the Purchaser or its nominated agencies during the entire project period. The parameters of the training required for these employees of Purchaser or its nominated agencies shall be communicated by Purchaser or its nominated agencies to the Successful Bidder periodically and shall be in accordance with the latest procedures and processes available in the relevant areas of work.
- d) In the event that the Purchaser or its nominated agencies identifies any personnel of Successful Bidder as "Key Personnel", then the Successful Bidder shall not remove such personnel from the Purchaser or its nominated agencies engagement without the prior written consent of Purchaser or its nominated agencies unless such removal is the result of an unavoidable circumstance including but not limited to resignation, termination, medical leave, etc.

- e) Except as stated in this Clause, nothing in this Contract will limit the ability of Successful Bidder to freely assign or reassign its employees; provided that Successful Bidder shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Purchaser or its nominated agencies shall have the right to review and approve Successful Bidder's plan for any such knowledge transfer. Successful Bidder shall maintain the same or higher standards for skills and professionalism among replacement personnel as in personnel being replaced.
- f) Each Party shall be responsible for the performance of all its obligations under this Contract as the case may be and shall be liable for the acts and omissions of its employees and agents in connection therewith.
- g) Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this Contract. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

7.31 Trademarks, Publicity

The successful bidder shall not use the trademarks of the Purchaser without the prior written consent. Except as required by law or the rules and regulations, the successful bidder shall not publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this Contract, the SLA or the business without prior reference to and approval in writing from the Purchaser. Such approval may not to be unreasonably withheld or delayed by the Purchaser.

7.32 Notices

- a) Any notice or other document which may be given by either Party under this Contract shall be given in writing in person or by pre-paid recorded delivery post, email or by facsimile transmission.
- b) In relation to a notice given under this Contract, any such notice or other document shall be addressed to the other Party's principal or registered office.
- c) In relation to a notice given under the Contract, a Party shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in this Clause.
- d) Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 9.00 am and 5.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).
- e) Either Party to this Contract may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

7.33 Variations and Further Assurance

- a) No amendment, variation or other change to this Contract shall be valid unless authorized in accordance with the change control procedure as set out in this Contract. Such

amendment shall be made in writing and signed by the duly authorized representatives of the Parties to this Contract.

- b) Each Party to this Contract agrees to enter into or execute, without limitation, whatever other contract, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this Contract.

7.34 Compliance with Applicable Law

Each Party to this Contract accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule set out in this Contract. For the avoidance of doubt the obligations of the Parties to this Contract are subject to their respective compliance with all local, state, national, supra-national, foreign and international laws and regulations.

7.35 Professional Fees

All expenses incurred by or on behalf of each Party to this Contract, including all fees of agents, legal advisors, accountants and actuaries employed by either of the Parties in connection with the negotiation, preparation and execution of this Contract shall be borne solely by the respective Party which incurred them.

7.36 Ethics

The Successful Bidder represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of Purchaser or its nominated agencies in connection with this contract and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Purchaser standard policies and may result in cancellation of this Contract.

7.37 Exit Management

Purpose

- a) This clause sets out the provisions, which will apply on expiry or termination of the Contract.
- b) In the case of termination during the project implementation and Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this clause shall apply.
- c) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this clause.

Transfer of Assets

- a) Purchaser shall be entitled to serve notice in writing on the successful bidder at any time during the exit management period as detailed hereinabove requiring the successful bidder and/or its sub-contractors to provide the Purchaser with a complete and up to date list of the Assets within 30 days of such notice. Purchaser shall then be entitled to

serve notice in writing on the successful bidder at any time prior to the date that is 30 days prior to the end of the exit management period requiring the successful bidder to sell the Assets, if any, to be transferred to Purchaser or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.

- b) In case of contract being terminated by Purchaser, Purchaser reserves the right to ask successful bidder to continue running the project operations for a period of 6 months after termination orders are issued. In case the successful bidder fails to participate in the Exit Management or fails to fulfil its obligation under the exit management plan, the liquidated damages and SLA would be applicable during this period or till such time a new SI takes over whichever is earlier.
- c) Upon service of a notice under this Article the following provisions shall apply:
 - i. in the event, if the Assets to be transferred are mortgaged to any financial institutions by the successful bidder, the successful bidder shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Purchaser.
 - ii. All risk in and title to the Assets to be transferred / to be purchased by the Purchaser pursuant to this Article shall be transferred to Purchaser, on the last day of the exit management period.
 - iii. Purchaser shall pay to the successful bidder on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.
 - iv. Payment to the outgoing successful bidder shall be made to the tune of last set of completed services / deliverables, subject to SLA requirements.
 - v. The outgoing successful bidder will pass on to Purchaser and/or to the Replacement successful bidder, the subsisting rights in any leased properties/ licensed products on terms not less favorable to Purchaser/ Replacement successful bidder, than that enjoyed by the outgoing successful bidder.

Cooperation and Provision of Information

During the exit management period:

- a) The Successful Bidder will allow the Purchaser access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Purchaser to assess the existing services being delivered;
- b) Promptly on reasonable request by the Purchaser, the successful bidder shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this contract relating to any material aspect of the services (whether provided by the Successful Bidder or sub-contractors appointed by the Successful Bidder). The Purchaser shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Successful Bidder shall permit the Purchaser or its nominated agencies to have reasonable access to its employees and facilities as reasonably required to understand the methods of delivery of the services employed by the Successful Bidder and to assist appropriate knowledge transfer.

Confidential Information, Security and Data

- a) The Successful Bidder will promptly on the commencement of the exit management period supply to the Purchaser the following:
 - i. Information relating to the current services rendered and Purchaser and performance data relating to the performance of sub-contractors in relation to the services;
 - ii. Documentation relating to Project's Intellectual Property Rights;
 - iii. Documentation relating to sub-contractors;
 - iv. All current and updated data as is reasonably required for purposes of Purchaser or its nominated agencies transitioning the services to its replacement bidder in a readily available format nominated by the Purchaser, ;
 - v. All other information (including but not limited to documents, records and contracts) relating to the services reasonably necessary to enable Purchaser or its nominated agencies, or its replacement bidder to carry out due diligence in order to transition the provision of the Services to Purchaser or its nominated agencies, or its replacement bidder (as the case may be).
- b) Before the expiry of the exit management period, the Successful Bidder shall deliver to the Purchaser all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Successful Bidder shall be permitted to retain one copy of such materials for archival purposes only.
- c) Before the expiry of the exit management period, unless otherwise provided under the Contract, the Purchaser shall deliver to the Successful Bidder all forms of Successful Bidder confidential information, which is in the possession or control of Purchaser.

Employees

- a) Promptly on reasonable request at any time during the exit management period, the Successful Bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Purchaser a list of all employees (with job titles) of the Successful Bidder dedicated to providing the services at the commencement of the exit management period.
- b) Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Successful Bidder to the Purchaser, or a replacement bidder ("Transfer Regulation") applies to any or all of the employees of the Successful Bidder, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- c) To the extent that any Transfer Regulation does not apply to any employee of the Successful Bidder, department, or its replacement bidder may make an offer of employment or contract for services to such employee of the Successful Bidder and the Successful Bidder shall not enforce or impose any contractual provision that would prevent any such employee from being hired by the SPMU or any replacement bidder.

Transfer of Certain Contracts

On request by the Purchaser the Successful Bidder shall effect such assignments, transfers, licenses and sub-licenses as the Director, State Crime Records Bureau may require the same in the name of Director, State Crime Records Bureau, Rajasthan or its replacement bidder in relation to any equipment lease, maintenance or service provision contract between Successful

Bidder and third party licensor, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the Purchaser or its replacement bidder.

Rights of Access to Premises

- a) At any time during the exit management period, where Assets are located at the Successful Bidder's premises, the Successful Bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Purchaser and/or any replacement bidder in order to make an inventory of the Assets.
- b) The Successful Bidder shall also give the Purchaser or any of its nominated agency or any replacement bidder right of reasonable access to the Successful Bidder's premises and shall procure the Purchaser or any of its nominated agency and any replacement bidder rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Contract as is reasonably necessary to migrate the services to the Purchaser , or a replacement bidder.

General Obligations of the Successful Bidder

- a) The Successful Bidder shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Purchaser or its replacement bidder and which the Successful Bidder has in its possession or control at any time during the exit management period.
- b) For the purposes of this Schedule, anything in the possession or control of any Successful Bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the Successful Bidder.
- c) The Successful Bidder shall commit adequate resources to comply with its obligations under this clause.

Exit Management Plan

- a) The Successful Bidder shall provide the Purchaser with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Contract as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
 - i. A detailed program of the transfer process that could be used in conjunction with a replacement bidder including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. plans for the communication with such of the Successful Bidder's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Purchaser's operations as a result of undertaking the transfer;
 - iii. (if applicable) proposed arrangements for the segregation of the Successful Bidder's networks from the networks employed by Purchaser and identification of specific security tasks necessary at termination;

- iv. Plans for provision of contingent support to Purchaser and replacement bidder for a reasonable period after transfer.
- b) The Successful Bidder shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
- c) Each Exit Management Plan shall be presented by the Successful Bidder to and approved by the Purchaser or its nominated agencies.
- d) The terms of payment as stated in the Terms of Payment Schedule includes the costs of the Successful Bidder complying with its obligations under this Schedule.
- e) In the event of termination or expiry of Contract, and Project Implementation, each Party shall comply with the Exit Management Plan.
- f) During the exit management period, the Successful Bidder shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
- h) This Exit Management plan shall be furnished in writing to the Purchaser or its nominated agencies within 90 days from the Effective Date of this Contract.

8 SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

8.1 Payment Terms and Schedule

Payment schedule - Payments to the bidder would be made as under on successful completion of the target milestones.

a. Payment terms:

Rajasthan Police shall undertake periodic review of the progress made by the selected bidder. At the end of each month, progress of each deployed resource shall be closely reviewed and it is expected that the resources shall be sincere to their work and work on extended office hours / holidays to ensure completion of their tasks if required. Each team member shall be responsible to maintain timesheet as per the directions of Rajasthan Police. The list of deliverables is mentioned in the following table:

S. No.	Scope of Work	Deliverables	Payment
1	Activities mentioned in clause 5 (Scope of Work, Deliverables & Timelines)	Monthly Performance Report (MPR) Monthly Attendance Report	Monthly Payment on Man-Month Basis as per the rates quoted in Annexure-3 (Financial Bid) after satisfactory reporting on MPR by the department.

Note

- i). The payment will be made on the man-month basis.
- ii). Monthly payment cycle shall end on 15th day of every month.
- iii). One man-month equals to 22 man-days.
- iv). Monthly performance report shall be submitted by 25th day of every month.
- v). Department will be free to exchange one type of resource in lieu of other type. Payment shall be based on pro-rata basis.
- vi). LD and Penalty, if any shall be deducted from the due payments.
- vii). The selected bidder shall deploy the required man-power within 15 days from the date of issuance of the work order.

b. General terms of payment

- The bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices (3 copies), describing the services delivered during the quarter, and the documents required to be submitted in accordance with the conditions of the contract.
- Due payments shall be made promptly by the purchaser, generally within thirty (30) days after submission of an invoice in 3 copies by the selected bidder, subject to acceptance by the purchaser.
- All payments shall be made in Indian Rupees (INR) only.
- All remittance charges will be borne by the selected bidder.
- In case of disputed items, only the disputed amount shall be withheld and will be paid only after settlement of the dispute. The remaining amount will be paid without delay.
- Any liquidated damages, as applicable, for delay, as mentioned in this bidding document, will be deducted from the respective payment.

8.2 Penalty

Penalty would be deducted from the applicable payments. All applicable penalties will be in addition to liquidated damages. Fraction of a day in reckoning period in supplies shall be eliminated if it is less than half a day.

8.2.1 Penalty for Replacement / Exit of a Resource

- a) The penalty per resource would be imposed in case of exit/replacement of resource from the project:
- If resource exits or replaced within three months of date of issuance of the work order from the project a penalty of Rs. 15,000 (Rupees Fifteen Thousand only) per resource would be imposed.
 - After three months, on exit or replacement of resource a penalty of Rs. 7,500 (Rupees Seven Fifteen Thousand and Five Hundred only) per resource would be imposed.
 - If performance of the deployed manpower resource is not found satisfactory, Project Officer In-charge (OIC) may ask to successful bidder to change the resource. In such case, the selected bidder shall replace new manpower as per qualification criteria mentioned in (clause 5, Scope of work) within 15 days. In case of failure to deploy new resource within mentioned timeline, a penalty of Rs. 1000/- per day would be imposed till the resource is deployed.

8.2.2 Penalty for Absence

- In case of absence of resources from the project site, beyond Government holidays and allowed 12 days leave per calendar year (pro-rata basis for the project period) effective from the date of deployment, a penalty of Rs. 1000 per day for each additional leave taken from due payment.

8.2.3 Penalty for Delay in deliverable report

The successful bidder is required to submit its monthly performance report to Rajasthan Police. The successful bidder shall submit its report by 25th day of every month till completion of contract period to Rajasthan Police. If successful bidder not submitted report on 25th day of month a penalty of Rs. 1000 per day would be imposed till report submission.

Note: Maximum Penalty applicable to the bidder shall not exceeds 10% of the Work Order value, if in case maximum penalty exceeds 10% of the work order value than it

would be considered as non-conformance to the Quality of Services and may lead to termination of the Contract.

9 CHANGE REQUESTS/ MANAGEMENT

- a) An institutional mechanism will be set up for taking decisions regarding requests for changes. The Purchaser will set up a Change Control Committee with members from the procurement agency and the Successful Bidder. If it is unable to reach a consensus, the decision of the Purchaser will be final.
- b) Purchaser may at any time, by a written order given to the bidder , make changes With-in the general scope of the Contract in any one or more of the following: -
 - i. Designs, specifications, requirements which software or service to be provided under the Contract are to be specifically developed and rendered for Purchaser.
 - ii. The method of deployment, shipping or packing.
 - iii. Schedule for Installation Acceptance.
 - iv. 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: -
 - i. 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 Purchaser.
 - ii. 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.
 - iii. Approval or disapproval of the change request – Purchaser 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.
 - iv. Implementation of the change – The change will be implemented in accordance to the agreed cost, effort, and schedule by the Successful Bidder.
 - v. Verification of the change - The change will be verified by Purchaser 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 successful bidder only after securing the express consent of Purchaser. In the event that the consent of Purchaser is not received then the change will not be carried out.
- e) While approving any change request, if required, Purchaser 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 Contract, equitable adjustments shall be made in the Contract Price or Delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by firm for adjustment under this must be asserted within 30 (thirty) days from the date of successful Agency receiving the Purchaser change order which shall not be unreasonably withheld or delayed.

ANNEXURE A: COMPLIANCE WITH THE CODE OF INTEGRITY AND NO CONFLICT OF INTEREST

Any person participating in a procurement process shall –

- (a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- (b) Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- (c) Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;
- (d) Not misuse any information shared between the procuring Entity and the Bidders with an intent to gain unfair advantage in the procurement process;
- (e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
- (f) not obstruct any investigation or audit of a procurement process;
- (g) disclose conflict of interest, if any and
- (h) disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

Conflict of Interest:-

The Bidder participating in a bidding process must not have a Conflict of interest.

A conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

- (i) A Bidder may be considered to be in Conflict of Interest with one or more parties in a bidding process if, including but not limited to :
 - a. Have controlling partners/ shareholders in common; or
 - b. Receive or have received any direct or indirect subsidy from any of them; or
 - c. Have the same legal representative for purposes of the Bid ;or
 - d. Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Entity regarding the bidding process; or
 - e. The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which the Bidder is involved. However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one Bid; or
 - f. The Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, Works or Services that are the subject of the Bid; or
 - g. Bidder or any of its affiliates has been hired (or is proposed to be hired) by the Procuring Entity as engineer-in-charge/ consultant for the contract.

ANNEXURE B: DECLARATION BY THE BIDDER REGARDING QUALIFICATIONS

Declaration by the bidder on bidder’s letter head

In relation to my/our Bid submitted to for procurement of in response to their Notice Inviting Bids No..... Dated I/ we hereby declare under Section 7 of Rajasthan Transparency in Public Procurement Act, 2012 & Rules 2013, that:

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

Date:

Signature of bidder

Place:

Name :

Designation:

Address:

ANNEXURE C: GRIEVANCE REDRESSAL DURING PROCUREMENT PROCESS

The designation and address of the First Appellate Authority is _____

The designation and address of the Second Appellate Authority is _____

(1) Filing an appeal

If any Bidder or prospective bidder is aggrieved that any decision, action or omission of the Procuring Entity is in contravention to the provisions of the Act or the Rules or the Guidelines issued thereunder, he may file an appeal to First Appellate Authority, as specified in the Bidding Document within a period of ten 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:

Provided that after the declaration of a Bidder as successful the appeal may be filed only by a Bidder who has participated in procurement proceedings.

Provided further that in case a Procuring Entity evaluates the Technical Bids before the opening of the Financial Bids, an appeal related to the matter of Financial Bids may be filed only by a Bidder whose Technical Bid is found to be acceptable.

(2) The officer to whom an appeal is filed under para (1) shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within thirty days from the date of the appeal.

(3) If the officer designated under para (1) fails to dispose of the appeal filed within the period specified in para (2), or if the Bidder or prospective bidder or the Procuring Entity is aggrieved by the order passed by the First Appellate Authority, the Bidder or prospective bidder or the Procuring Entity, as the case may be, may file a second appeal to Second Appellate Authority specified in the Bidding Document in this behalf within fifteen days from the expiry of the period specified in para (2) or of the date of receipt of the order passed by the First Appellate Authority, as the case may be.

(4) Appeal not to lie in certain cases

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

- (a) Determination of need of procurement.
- (b) Provisions limiting participation of Bidders in the Bid process.
- (c) The decision of whether or not to enter into negotiations.
- (d) Cancellation of a procurement process.
- (e) Applicability of the provisions of confidentiality.

(5) Form of Appeal

- (a) An appeal under para (1) or (3) above shall be in the annexed Form along with as many copies as there are respondents in the appeal.
- (b) Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
- (c) Every appeal may be presented to First Appellate Authority or Second appellate Authority, as the case may be, in person or through registered post or authorised representative.

(6) Fee for filing appeal

- (a) Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
- (b) The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank in India payable in the name of Appellate Authority concerned.

(7) Procedure for disposal of appeal

- (a) The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
- (b) On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall –
 - i). hear all the parties to appeal present before him: and
 - ii). peruse of inspect documents, relevant records or copies thereof relating to the matter.
- (c) After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
- (d) The order passed under sub-clause (c) above shall also be placed on the State Public Procurement Portal.

Form No.1
(See rule 83)

Memorandum of Appeal under the Rajasthan Transparency in Public Procurement
Act, 2012 & Rules 2013

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

Before the(First/ Second Appellate Authority)

1. Particulars of appellant :
 - (i) Name of the appellant:
 - (ii) Official address, if any:
 - (iii) Residential address:
2. Name and address of the respondent (s):
 - (i)
 - (ii)
 - (iii)
3. Number and date of the order appealed against and name and designation of the officer/authority who passed the order (enclose copy), or a statement of a decision, action or omission of the Procuring Entity in contravention to the provisions of the Act by which he appellant is aggrieved :
4. If the Appellant proposes to be represented by a representative, the name and postal address of the representative :
5. Number of affidavits and documents enclosed with the appeal :
6. Grounds of appeal:.....
.....
(Supported by an affidavit)
7. Prayer:.....

Place

Date

Appellant's Signature

ANNEXURE D: ADDITIONAL CONDITIONS OF CONTRACT-

1. Correction of arithmetical errors

Provided that a Financial Bid is substantially responsive, the Procuring Entity will correct arithmetical errors during evaluation of Financial Bids on the following basis:

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

If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid Securing Declaration shall be executed.

2. Procuring Entity's Right to Vary Quantities

- i). If the Procuring Entity does not procure any subject matter of procurement or procures less than the quantity specified in the Bidding Document due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the Conditions of Contract.
- ii). Repeat orders for extra items or additional quantities may be placed on the rates and conditions given in the contract (if the original order was given after inviting open competitive Bids). Delivery or completion period may also be proportionately increased. The limits of repeat order shall be as under: -
 - a. 50% of the quantity of the individual items and 50% of the value of original contract in case of works; and
 - b. 50% of the value of goods or services of the original contract.

ANNEXURE-1: PRE-BID QUERIES FORMAT

{to be filled and submitted by bidder in .xls format}

Name of the Company/Firm:

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

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

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

Company/Firm Contacts:

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

Query / Clarification Sought:

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

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

ANNEXURE-2: BIDDER’S AUTHORIZATION CERTIFICATE

{to be filled by the bidder on bidder’s letter head}

To,

{Procuring entity},

_____ ,

_____ ,

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

Thanking you,

Name of the Bidder: -

Verified Signature:

Authorised Signatory: -

Seal of the Organization: -

Date: _____

Place: _____

ANNEXURE-3: FINANCIAL BID COVER LETTER & FORMAT

{to be submitted by the bidder on bidder's 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, Bill of Material, Technical specifications, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price 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 goods in accordance with the delivery schedule specified in the schedule of Requirements.

I/ We hereby declare that in case the contract is awarded to us, we shall submit the Performance Security Deposit (PSD) as prescribed in the bidding document.

I / We agree to abide by this bid for bid validity period and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

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

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

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

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

Date:

Authorized Signatory:

Name:

Designation:

FINANCIAL BID FORMAT

FINANCIAL BID FORMAT

{to be submitted by the bidder only in BoQ format (.XLS) available at e-Procurement portal for the item they are quoting}

S. No	Item Description	No. of Man-months	Unit price of man-month (In Rs.) (Exclusive of all taxes)	Applicable GST (in %)	GST Amount (in Rs.)	Total unit amount (In Rs.) (Inclusive of GST)	Total amount (In Rs.) (Inclusive of GST)
1	2	3	4	5	6	7 = (4+6)	8=3*7
1.	Technical lean cum Senior Software Developer	12					
2.	UI/ UX Designer	6					
3.	Database Administrator	6					
4.	Business Analyst	6					
5.	Profile 1 - Software Developer	12					
6.	Profile 2 - Software Developer	18					
7.	Profile 3 - Android Developer	6					
Total in Figures							
Total in Words							

Signature of the Authorized Signatory

(Name of the Signatory with Seal)

(Name of the Firm)

Dated:

ANNEXURE-4: BANK GUARANTEE FORMAT

{to be submitted by the bidder's bank only if bank guarantee submission is allowed in this bidding document}

BANK GUARANTEE FORMAT – BID SECURITY

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

To,
The Director,
State Crime Records Bureau,
Police Headquarters, Lal Kothi
Jaipur-302015 (Raj).

Sir,

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

It is a condition in the bidding documents that the Bidder has to deposit Bid Security amounting to <Rs. _____ (Rupees <in words>)> in respect to the NIB Ref. No. _____ dated _____ issued by Director, State Crime Records Bureau, Police Headquarters, Lal Kothi, Jaipur, Rajasthan (hereinafter referred to as “Rajasthan Police”) by a Bank Guarantee from a Nationalised Bank/ Scheduled Commercial Bank having its branch at Jaipur irrevocable and operative till the bid validity date (i.e. <please specify> days from the date of submission of bid). It may be extended if required in concurrence with the bid validity.

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

2. Now, therefore, we the (Bank), a body corporate constituted under the Banking Companies (Acquisition and Transfer of Undertaking) Act. 1969 (delete, if not applicable) and branch Office at..... (Hereinafter referred to as the Guarantor) do hereby undertake and agree to pay forthwith on demand in writing by Rajasthan Police of the said guaranteed amount without any demur, reservation or recourse.
3. We, the aforesaid bank, further agree that Rajasthan Police shall be the sole judge of and as to whether the Bidder has committed any breach or breaches of any of the terms costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Rajasthan Police on account thereof to the extent of the Bid Security Money required to be

deposited by the Bidder in respect of the said bidding document and the decision of Rajasthan Police that the Bidder has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by Rajasthan Police shall be final and binding on us.

4. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by Rajasthan Police and it is further declared that it shall not be necessary for Rajasthan Police to proceed against the Bidder before proceeding against the Bank and the Guarantee herein contained shall be invoked against the Bank, notwithstanding any security which Rajasthan Police may have obtained or shall be obtained from the Bidder at any time when proceedings are taken against the Bank for whatever amount that may be outstanding or unrealized under the Guarantee.
5. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted.
6. If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.
7. The right of Rajasthan Police to recover the said amount of <Rs. _____ (Rupees <in words>)> from us in manner aforesaid will not be precluded/ affected, even if, disputes have been raised by the said M/s.(Bidder) and/ or dispute or disputes are pending before any court, authority, officer, tribunal, arbitrator(s) etc..
8. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to <Rs. _____ (Rupees <in words>)> and our guarantee shall remain in force till bid validity period i.e. <please specify> days from the last date of bid submission and unless a demand or claim under the guarantee is made on us in writing within three months after the Bid validity date, all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liability thereunder.
9. This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.
10. We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

Date (Signature)

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

In presence of:

WTTNESS (with full name, designation, address & official seal, if any)

- (1)
.....
- (2)
.....

Bank Details

Name & address of Bank:

Name of contact person of Bank:

Contact telephone number:

GUIDELINES FOR SUBMISSION OF BANK GUARANTEE

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

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

To,

DIGP,

SCRB, PHQ, Lal Kothi, Jaipur (Rajasthan)

BANK GUARANTEE FORMAT – PERFORMANCE BANK GUARANTEE (PBG) to be submitted as Performance Security Deposit

(To be submitted both separately by the bidder)

(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 Director,
State Crime Records Bureau,
Police Headquarters, Lal Kothi
Jaipur-302015 (Raj).

1. In consideration of the Procuring Entity (hereinafter called "Rajasthan Police") having agreed to exempt M/s..... (hereinafter called "the said Contractor(s)" from the demand, under the terms and conditions of a Supply order No..... dated..... made between Rajasthan Police and (Contractor) for the work..... of Security Deposit for the due fulfilment by the said Contractor (s) of the terms and conditions contained in the said supply order, 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 ofContractor(s) do hereby undertake to pay to Rajasthan Police 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 Rajasthan Police. Any such demand made on the bank by Rajasthan Police 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 Rajasthan Police and We..... (Indicate the name of Bank), bound ourselves with all directions given by Rajasthan Police 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 Rajasthan Police 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 Rajasthan Police under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Rajasthan Police 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 Rajasthan Police that Rajasthan Police 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 supply order 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 Rajasthan Police against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said supply order 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 Rajasthan Police or any indulgence by Rajasthan Police 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..... (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 Rajasthan Police in writing.
8. This performance Guarantee shall remain valid and in full effect, until it is decided to be discharged by Rajasthan Police. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupees.....only).
9. It shall not be necessary for Rajasthan Police 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 Rajasthan Police may have obtained or obtain from the contractor.
10. We..... (Indicate the name of Bank) verify that we have a branch at Jaipur, Rajasthan. We undertake that this Bank Guarantee shall be payable at any of its branch at Jaipur, Rajasthan. 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 favour 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 Rajasthan Police
For and on behalf of Rajasthan Police

Signature

(Name & Designation)

ANNEXURE-5: DRAFT AGREEMENT FORMAT

{to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____, 2018 by and between Rajasthan Police through State Crime Records Bureau, Rajasthan, having its office at PHQ, Lal Kothi, Jaipur-302015, Rajasthan (herein after referred to as Purchaser/ Rajasthan Police) 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 _____ 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 bidder for <project title> as per the Scope of Work and Terms and Conditions as set forth in the RFP document dated _____ of <NIB No _____>.

And whereas

The supplier 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 Supply order vide Letter No. _____ dated _____, on which M/s _____ 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 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 Rajasthan Police 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 Rajasthan Police to supplier at the rates set forth in the supply order no. _____ dated _____ will duly supply the said articles set forth in “Annexure: Bill of Material” 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. Rajasthan Police 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, Rajasthan Police 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 supply order i.e. _____ and completed by supplier within the period as specified in the RFP document.
5. In case of extension in the delivery and/ or installation period/ completion period with liquidated damages, the recovery shall be made on the basis of the terms stated in the RFP document.

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% of the contract value.
 - 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 supply order, for the same immediately on occurrence of the hindrance but not after the stipulated date of completion of supply.
 - iv. Delivery period may be extended with or without liquidated damages if the delay in the supply of goods in on account of hindrances beyond the control of supplier.
6. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFP document.

In witness whereof the parties have caused this contract to be executed by their Authorized Signatories on this _____ day of _____, 2018.

Signed By:	Signed By:
0 Designation:, Company:	(Authorized Signatory) Rajasthan Police through State Crime Records Bureau, Rajasthan
<i>In the presence of:</i>	<i>In the presence of:</i>

<p>0 Designation: Company:</p>	<p>0 Designation: Rajasthan Police through State Crime Records Bureau, Rajasthan</p>
<p>0 Designation: Company:</p>	<p>0 Designation: Rajasthan Police through State Crime Records Bureau, Rajasthan</p>

** In case the supplier does not provide performance security deposit (PSD) valid till 180 days beyond the contract period, the clauses related to PSD shall be substituted as follows:*

The supplier has deposited a sum of Rs. _____/- (Rupees _____) in the form of _____ ref no. _____ dated _____ of _____ Bank valid up to _____ as security deposit for the due performance of the contract. The supplier shall extend the security deposit from time to time up to 180 days beyond the contract period at regular intervals. Every extension shall be for a minimum period of one year and it shall be extended at least two months before the expiry of the latest performance security.

ANNEXURE-6: PROJECT REFERENCE

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

ANNEXURE-7: WORK SCOPE REFERENCE**Category-I: GIGW Assessment (42/54)**

S. No.	Detailed Parameters	Work to be done
1	Clear indication is given when a link leads out to a non-Government Website.	When a page is redirected to other non-Government Website, there must be a clear indication showing “You are redirected to”
2	Mechanism is in place to ensure that all the citizen services, Forms, documents and schemes are registered with the respective repositories of the National Portal.	Integration with the respective repositories of National Portal is required to be done.
3	Mechanism is in place to ensure that all outdated announcements are removed from the website or moved to archive.	A Content Management System (CMS) may be developed along with date triggers for updating the information which needs to be updated periodically.
4	The website has a readily available “Help” Section.	A help section is to be made on the police portal
5	The Department has a content contribution, moderation and approval policy (CMAP) for the website.	A content management system may be developed. Need to check if policy exist or not.
6	Webpages allow resizing of text without the use of assistive technology.	Except for captions and images of text, text can be resized without assistive technology up to 200 percent without loss of content or functionality successfully so that it can be read directly by people with mild visual disabilities, without requiring the use of assistive technology such as a screen magnifier.
7	All information is conveyed with colour is also available without colour.	The intent is to ensure that all users can access information that is conveyed by colour differences, that is, by the use of colour where each colour has a meaning assigned to it. If the information is conveyed through colour differences in an image (or other non-text format), the colour may not be seen by users with colour deficiencies. In this case, providing the information conveyed with colour through another visual means ensures users who cannot see colour can still perceive the information. Colour is an important asset in design of Web content, enhancing its aesthetic appeal, its usability, and its accessibility. However, some users have difficulty perceiving colour. People with partial sight often experience limited colour vision, and many older users do not see colour well. In addition, people using text-

S. No.	Detailed Parameters	Work to be done
		only, limited-colour or monochrome displays and browsers will be unable to access information that is presented only in colour.
8	Alternate text is provided for non-text elements (e.g. images)	The objective of this technique is to describe the purpose of a link by providing descriptive text as the content of the element. The description lets a user distinguish this link from other links in the Web page and helps the user determine whether to follow the link.
9	Website has a either a search box or a link to a search page from every page of the website.	Search box is a combination of input field and submit button. One may think that the search box doesn't need a design; after all, it's just two simple elements. However, on content-heavy websites, the search box is often the most frequently used design element. When users encounter a relatively complex site, they will immediately look for a search box to get to their final destination quickly and painlessly. The design of the search box and its usability becomes a big deal.
10	Instructions for operating/ understanding content do not rely solely on characteristics like shape, size, location, etc	Tooltips and other such design elements may be added to easily operating/ understanding the content
11	All input errors are flashed in text	Through clever placement of labels, instructions to fill in a field and additional design element can make a form less daunting and may result in fewer mistakes made. The error message needs to be clear, precise, short and punchy. Users should be able to immediately understand what 'mistakes they have made' and how to recover the error.
12	Website has clear security audit by certificate agency and has a security policy.	The work of security audit of Rajasthan Police Website is to be done for making it safe to host and free from any data leaks.

Category-II: Objectivity Assessment (41/43)

S. No.	Detailed Parameters	Work to be done
1	Online FIR	Facility of E-FIR need to be provided
2	Online permission for events/ performance	Online permission for events/ performance is to be developed

Category-II: Technical Assessment (125/179)

S. No.	Detailed Parameters	Work to be done
1	Site loading speed test	Proper load testing and fine tuning of Home Page for faster loading of the Home Page.

S. No.	Detailed Parameters	Work to be done
2	Page objects	Page object is a design pattern that can be implemented as a selenium best practices. The functionality classes (Page Objects) in this design represent a logical relationship between the pages of the application. A Page Object simply models these as objects within the test code. This reduces the amount of duplicated code and means that if the UI changes, the fix need only be applied in one place.
3	Flash Test	Check if your page uses Flash, is an outdated technology that was typically used to deliver rich multimedia content. The web has evolved to replace Flash with open-standard technologies that additionally offer better performance and security. Flash content also does not work well on mobile devices, and is difficult to index by search engines.
4	Image Expires tag test	Checks if page is using an image expires tag, which specifies a future expiration date for images on the webpage. Users' browsers will see this tag and cache the image in their browser until the specified date (so that it does not keep re-fetching the unchanged image from your server). This speeds up the site for next time returning visitors arrive at the site and require the same image.
5	CSS Minification	Minifying CSS takes the beautified, well-formed CSS code that you have written and removes the spacing, indentation, newlines, and comments. These elements are not required for CSS to be used successfully. It also makes the CSS more difficult to read. The 'best practice' of many developers is to maintain a 'beautified' version, and when rolling out their project will run the styles through a minification program. They will also combine their many style files into one file.
6	Nested Table Test	Nested Table is a table inside a table. It can have several rows for each row of its parent table. Nested tables are like one dimensional array except the former's size has no upper bound and can be increased dynamically. They are one column database tables where the rows of a nested table are not stored in a particular order. The database is to be optimized for security and speed.
7	Code Quality	The code quality may be improved.
8	Media Query responsive test	Media Queries is a CSS3 module allowing content rendering to adapt to conditions such as screen resolution (e.g. smart phone screen vs. computer screen). Responsive web design (RWD) is an approach to web design aimed at crafting sites to provide an optimal viewing experience—easy reading and navigation with a minimum of resizing, panning, and scrolling—across a wide range of devices (from desktop computer monitors to mobile phones)

S. No.	Detailed Parameters	Work to be done
9	Text Resizing	The Text Resize module provides end-users with a block that can be used to quickly change the font size of text. The block includes two buttons that can increase and decrease the printed text on the page. This module is primarily focused on increasing the accessibility of pages, by helping visually-impaired users to adjust the text size so that it is most comfortable for their eyesight.
10	Multilingual translations	Multilingual communication is an increasingly important social phenomena. Communication between individuals in multiple languages. The web-portal may provide Hindi interface also.
11	Talk to us	Live Chat is an online customer service software with live support and help desk software capabilities.
12	Email lists/newsgroups	Newsgroups and Discussion Forums, Email Lists and Chat Rooms and similar Web-based conversations may be developed.
13	E-News letters	The fundamental rule for creating an email newsletter is to give it interesting, relevant and up-to-date information that is enjoyable to read. Users sign up for newsletters hoping be informed about things that they would not otherwise be able to find out about. E-news letters may be created with the content on web-site.
14	Guest/ Visitor posting on web sites	A guestbook (also guest book, visitor log, visitors' book, visitors' album) is a paper or electronic means for a visitor to acknowledge a visit to a site, physical or web-based, and leave details such as their name, postal or electronic address and any comments.
15	Link to twitter	Twitter for Websites is a suite of tools bringing Twitter content and functionality to webpages enabling the Twitter audience to share content, and follow Twitter accounts.
16	Link to Facebook	We can add quick and simple ways for people to post content from <i>website</i> to <i>Facebook</i> . When people share from the police portal, the portal gets attribution as a <i>link to the portal</i> embedded in the shared post. People can share different types of content from the <i>web</i> .
17	Facebook Page	A facebook page for Rajasthan Police web-portal may be developed and linked to the portal.
18	Twitter handle	A twitter handle for Rajasthan Police Portal may be created and linked to the portal.
19	Analytics	Analytics tracks web traffic to your site and collects data, such as keywords, that can be used to help improve your visitors' online experience. Find out which keywords are bringing in the most visitors to your site. Module for analytics of the data and the visitor usage may be created.
20	Keyword(s) included in	Meta tags are snippets of text that describe a page's content; the meta tags don't appear on the page itself,

S. No.	Detailed Parameters	Work to be done
	Meta-Description tag	but only in the page's code. Meta tags help in SEO of the web-portal, making it more popular in search.
21	<h2>Heading status	It's also important to be able to format other sections of posts as subheadings (h2). Where an h1 tag is the subject of page, using h2 tags enable to specify subsections. This aids in readability. H2 tags are usually styled as larger than the regular textual information on a page, as but smaller than h1 tags.
22	Robots.txt.test	The robots.txt Tester tool shows whether robots.txt file blocks Google web crawlers from specific URLs on the site. For example, this tool can be used to test whether the Googlebot-Image crawler can crawl the URL of an image you wish to block from Google Image Search. The tool operates as Googlebot would check robots.txt file and verifies that the URL has been blocked properly.
23	SEO friendly URL test	One of the most basic search engine optimization techniques is in using SEO-friendly URL structures. A good structure can help the indexation process of the website.
24	Image ALT test	With the alt tags checker it is possible to get a quick overview of your images and the alternate texts (the alt tags) that are filled in. Enter the URL of the page you want to check and you will get an overview of the images with the alternate text. This tool allows you to check if you use the correct texts with the images in your website. This tool is suitable for website optimization
25	Inline CSS test	One method to speed up the load times of web pages is to optimize the CSS delivery by in-lining CSS scripts instead of requesting them through external files. Inline CSS scripts, basically means copyig the code from CSS files and paste it within HTML style tags. The best place to stick these CSS scripts is within the HTML head. The reason this speeds up the website because the browser doesn't have to download the CSS files first to fully render your page, instead it can instantly render your page when done right. In-lining CSS scripts also results in making web pages fewer HTTP requests.
26	Deprecated HTML tags	Deprecated tags and attributes are those that have been replaced by other, newer, HTML constructs. Deprecated tags are included in the HTML draft or recommendation but are clearly marked as deprecated. Once deprecated, tags may well become obsolete. The draft "strongly urges" the non-usage of deprecated tags.
27	JS error checker	Check page for JavaScript errors. These errors may prevent users from properly viewing your pages and

S. No.	Detailed Parameters	Work to be done
		impact their user experience. Sites with poor user experience tend to rank worse in search engine results.
28	URL canonicalization test	Test the site for potential URL canonicalization issues. Canonicalization describes how a site can use slightly different URLs for the same page
29	HTTPS test	Testing SSL certificate validity – client and server. When accessing a web application via the https protocol, a secure channel is established between the client (usually the browser) and the server.
30	Libwww-perl access test	Botnet scripts that automatically look for vulnerabilities in the software are sometimes identified as User-Agent libwww-perl. By blocking access from libwww-perl this can be eliminated simply. In order to pass this test libwww-perl,user-agent in.ht access file must be blocked.
31	Microdata schema test	Microdata Schema Test. Check if the website uses HTML Microdata specifications (or structured data markup). Search engines use micro data to better understand the content of site and create rich snippets in search results (which helps increase click-through rate to the site).
32	SPF records checker	ABOUT SPF RECORDS. Sender Policy Framework (SPF) records allow domain owners to publish a list of IP addresses or subnets that are authorized to send email on their behalf. The goal is to reduce the amount of spam and fraud by making it much harder for malicious senders to disguise their identity.
33	Unique branding slogan	A variant of a branding slogan, a tagline can be used in marketing materials and advertising. The idea behind the concept is to create a memorable dramatic phrase that will sum up the tone and premise of an audio/visual product, or to reinforce and strengthen the audience's memory of a website.
34	Testimonials	Testimonials are a very powerful, yet underutilized, internet marketing tool that helps businesses build credibility, alleviate concerns, and convert prospects into clients. Adding client testimonials to website can be an extremely effective way to establish trust and strengthen company's reputation
35	Hyperlink policy	Hyperlinks lead to websites published or operated by third parties who are not affiliated with or in any way related to the Rajasthan Police Portal. They have been included in our website to enhance your user experience and are presented for information purposes only. We endeavor to select reputable websites and sources of information. However, by providing hyperlinks to an external website or webpage, Rajasthan Police shall not be deemed to endorse, recommend, approve, guarantee or introduce any third parties or the services/ products they provide

S. No.	Detailed Parameters	Work to be done
		on their websites, or to have any form of cooperation with such third parties and websites unless otherwise stated.
36	Terms and condition statement	A Terms and Conditions agreement is the agreement that includes the terms, the rules and the guidelines of acceptable behaviour, plus other useful sections, to which users must agree in order to use or access your website and mobile app.
37	Privacy Policy	A privacy policy is a statement or a legal document (in privacy law) that discloses some or all of the ways a party gathers, uses, discloses, and manages a customer or client's data. It fulfils a legal requirement to protect a customer or client's privacy.
38	Code Quality	The highest-quality code is the code that does the most valuable work with a preference for less effort and less complexity.
39	Online FIR	Link to the online FIR module may be provided once it is started on CCTNS Citizen Portal.
40	Online permission for events/ performance	Link to the online services module may be provided once it is started on CCTNS Citizen Portal.
41	SSL	Secure Sockets Layer (SSL) is a standard security technology for establishing an encrypted link between a server and a client—typically a web server (website) and a browser, or a mail server and a mail client After the secure connection is made, the session key is used to encrypt all transmitted data. Browser connects to a web server (website) secured with SSL (https). ... Server sends a copy of its SSL Certificate, including the server's public key.